

Customer Terms

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HIGHLIGHTS:

- We may offer you one or more types of products. Each of these products is known as an Afterpay Product.
- A separate Customer Contract applies to each of your Afterpay Products. Each Customer Contract is made up of the documents described in the DOCUMENTS section below.
- Each of your Afterpay Products allows you to transact in the way described in the Product Terms for that Afterpay Product. This will include using your Afterpay Product to make purchases from a Retailer in exchange for making the payments to us required under the applicable Product Terms.
- All Orders and Pending Orders under any of your Afterpay Products are subject to approval by us, in our reasonable discretion – for example, if you have overdue payments under any of your Afterpay Products, we may refuse to approve an Order or Pending Order or may cancel an approved Order or Pending Order.
- The payments you are required to make to us for each Order under an Afterpay Product and how regularly you must pay us payment instalments will differ for each of your Afterpay Products. These are described further in the Product Terms for each of your Afterpay Products.
- Where your Order has a Payment Schedule, it will show the Due Dates for payments due in respect of that Order. We will automatically process payments from your Selected Payment Method on the applicable Due Date. We will not do this in respect of a scheduled instalment if that instalment has been reduced to zero in accordance with the relevant



Product Terms – for example, because of an early payment or a refund. If an automatic payment fails, Late Fees may apply unless you make the scheduled payment and we are able to process it on or before the end of the relevant Due Date. Please refer to the applicable Product Terms for further information on Late Fees.

- Some features accessible on the App may not be accessible on the Web Portal, and vice versa.
- You will only be eligible to apply for a Pay Monthly Product if you already have a Pay in 4 Product. You will only be eligible to apply for a Pay in Full Product if you also have, or at the same time are applying for, a Pay Monthly Product and your Pay in Full Product can only be used at the same time as you use your Pay Monthly Product.
- If you are having, or are likely to have, difficulty making payments under any of your Afterpay Products, please contact us as soon as possible. This may be treated as a Hardship Application. If we cannot agree on how to change your Customer Contract(s), we may make changes to provide you with a payment holiday, such as a deferral of one or more Due Dates.
- The goods and services you purchase, and any refunds, are the responsibility of the applicable Retailer. Until the Retailer confirms a return and issues a refund, you must continue to make payments in accordance with your Payment Schedule — Late Fees will apply if you miss a payment, even if you are seeking a refund.
- Our liability to you, and your liability to us, is limited in accordance with clause 12.3. You also provide us with the indemnities in clause 12.4.

DOCUMENTS:

- You are bound by these Customer Terms as soon as you accept them, whether or not you have accepted any Product Terms and formed a Customer Contract or placed an Order. Where you use any of our Platforms, these Customer Terms will apply.
- You will enter a Customer Contract for an Afterpay Product once you have accepted the Product Terms for that Afterpay Product. Each Customer Contract for an Afterpay Product is made up of:
 - (a) these Customer Terms;





- (b) the Product Terms for that Afterpay Product;
 - (c) the Specific Terms (if any) for that Afterpay Product; and
 - (d) the Schedule for that Afterpay Product. This is the pre-contractual disclosure statement in respect of that Customer Contract required by the National Credit Code.
- Please read these Customer Terms and the other documents described above carefully as they set out your rights and obligations with us, including in respect of your Afterpay Products.
 - You should keep these Customer Terms and each other document described above for your records, noting that each of these documents may be amended from time to time. The latest version of the Customer Terms and each of the Product Terms are available on our Website.
 - Please also read our Privacy Policy, which includes our Credit Reporting Policy and is available on our Website.



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1 About each Customer Contract

1.1 Nature of the Customer Contracts

- (a) These Customer Terms will bind you and Afterpay when you accept them.
- (b) A separate Customer Contract applies to each of your Afterpay Products and sets out the terms for using that Afterpay Product and the applicable Afterpay Account.
- (c) Each Customer Contract for an Afterpay Product is made up of:
 - (i) these Customer Terms;
 - (ii) the Product Terms for that Afterpay Product;
 - (iii) the Specific Terms (if any) for that Afterpay Product; and
 - (iv) the Schedule for that Afterpay Product.
- (d) A Customer Contract is between you and Afterpay.

1.2 Pay Monthly Product and Pay in Full Product

- (a) You will only be eligible to apply for a Pay Monthly Product and enter into the applicable Customer Contract if you already have a current Customer Contract for the Pay in 4 Product. Any other requirements set out in these Customer Terms and in the Pay Monthly Product Terms must also be met.
- (b) You will only be eligible to apply for a Pay in Full Product at the same time as you are applying for your Pay Monthly Product and you are only eligible to enter into the applicable Customer Contract if you also enter into a Customer Contract for your Pay Monthly Product. Any other requirements set out in these Customer Terms and in the Pay in Full Product Terms must also be met.

1.3 Unilateral changes

- (a) We may change these Customer Terms, any Product Terms or any other terms of a Customer Contract at any time (including changing the amount, frequency or time for payment of Interest, Fees and repayments, or imposing new Fees) without your consent. We will only make changes for the following reasons:
- (i) if we change the functionality of an Afterpay Product in a way that impacts the relevant terms;
 - (ii) if we introduce new products or features or remove existing products or features that impact the relevant terms;
 - (iii) it is required by law or regulation or by a regulator, or to comply with any change or anticipated change in any relevant law, code of practice, guidance or general good practice;
 - (iv) to reflect a change in our systems or procedures, including for security reasons;
 - (v) to make the relevant terms clearer; or
 - (vi) for any other reason we determine, acting reasonably and having regard to our legitimate business interests.
- (b) We will notify you of the change in accordance with this table. Clause 10 explains how we will communicate with you when giving notice.

Type of change	Minimum notice period	Notice method
Introducing a new Fee or increasing an existing Fee	20 days	See clause 10.
Increasing an Interest rate	On or before the day of the change	

Type of change	Minimum notice period	Notice method
Any other change which increases your obligations or does not change your obligations	20 days	
Any change which reduces your obligations (or extends the time that you must pay us under a Payment Schedule), including any reduction in a Fee or Interest rate	Before or when we provide you with the next account statement	

- (c) If you do not wish to be bound by a change, you may close the Afterpay Account for each relevant Afterpay Product to which the change relates before the change takes effect without penalty or additional fees. Clause 3.3 describes the steps you must take to close an Afterpay Account.
- (d) We will not change the terms of a Customer Contract as they apply to an existing Order or existing Pending Order that has been accepted by us (or to any Required Future Order in respect of any such existing Order or existing Pending Order) without your agreement. The terms that applied when you placed the existing Order or existing Pending Order will continue to apply to that existing Order or existing Pending Order (and any Required Future Order in respect of that existing Order or existing Pending Order) and any related steps (such as cancellation or refunds) unless the applicable Customer Contract is changed by agreement with you.

1.4 Agreed changes

We may change these Customer Terms, any Product Terms or the other terms of a Customer Contract by agreement with you. We will

give you written notice setting out the details of the change within 30 days of the agreement unless the change:

- (a) defers or reduces your obligations for 90 days or less; or
- (b) increases your Spend Limit for the applicable Customer Contract where such an increase is allowed under that Customer Contract.

2 Our relationship

2.1 About us

- (a) The facility under a Customer Contract allows you to transact in the way described in the applicable Product Terms.
- (b) You give the consents, directions, acknowledgments and agreements set out in the applicable Product Terms.

2.2 Your Consumer Rights

- (a) As a consumer, you have certain rights under consumer protection legislation (“Consumer Rights”). These Consumer Rights include:
 - (i) statutory guarantees under the Australian Consumer Law that goods will be of acceptable quality, match their description and be fit for any purpose made known to the consumer, and that services supplied will be provided with due care and skill and be reasonably fit for any specified purpose. When a statutory guarantee is breached, consumers are entitled to a range of remedies including, in some cases, damages for reasonably foreseeable losses; and
 - (ii) non-excludable implied warranties that financial services will be provided with due care and skill and that the services and any materials supplied in connection with them will be fit for any specified purpose.
- (b) Nothing in these Customer Terms or any Customer Contract is intended to exclude, restrict or modify any of your Consumer Rights, including by limiting our liability or imposing liability on

you in a manner which would be considered unfair under the relevant consumer protection laws.

2.3 No warranty

- (a) We do not give any express warranty or guarantee about the suitability, reliability or availability of any of your Afterpay Products or Third Party Goods, or of the content on our Platforms.
- (b) Subject to your Consumer Rights set out in clause 2.2, we do not give any implied warranties or guarantees.
- (c) Except as required by law, we do not guarantee continuous or uninterrupted access to any of your Afterpay Products or the applicable Afterpay Accounts, and we make no representations or warranties regarding how long it will take to process Orders, Pending Orders or other payment transactions. We will take reasonable steps within our control to keep your Afterpay Products and the applicable Afterpay Accounts secure, but subject to this obligation and except as required by law, we do not guarantee secure access to any of your Afterpay Products or the applicable Afterpay Accounts.

2.4 Transfers or assignments

- (a) You cannot transfer or assign any rights you may have under these Customer Terms or any Customer Contract without our prior written consent, which we will not unreasonably withhold.
- (b) We may transfer or assign all or any of our rights under these Customer Terms or any Customer Contract to a third party without notice to you or your consent unless the transfer or assignment will detrimentally affect your rights (in which case we will seek your consent prior to the transfer or assignment, which you must not unreasonably withhold). We will notify you in writing as soon as reasonably practicable where it is reasonable to do so. You agree that we may appoint third party collections agencies to collect any amounts you owe to us under any Customer Contract.

2.5 Appointment of nominated persons

- (a) You may nominate a person to receive notices (including hardship notices), make payments to us on your behalf, and to access (but not place Orders or Pending Orders using) your Afterpay Products and the applicable Afterpay Accounts.
- (b) Once we have verified your identity as we reasonably require, you must complete our nomination form and/or provide documentary evidence satisfactory to us of the nomination under paragraph (a). Until you do, the nomination under paragraph (a) is not effective and we will continue to contact you about your Afterpay Products and the applicable Afterpay Accounts.
- (c) We may, acting reasonably and having regard to our obligations at law and under any applicable code, refuse to accept instructions from any nominated person.
- (d) You may contact us to remove a nomination at any time.

3 Your Afterpay Products and related Afterpay Accounts

3.1 Creating your Afterpay Accounts

- (a) We will create a separate Afterpay Account in your name for each of your Afterpay Products. This does not apply to your Pay in Full Product, as we do not provide you with any credit under the Pay in Full Product and you can only use your Pay in Full Product if you also have a Pay Monthly Account.
- (b) When the Afterpay Account for your Pay in 4 Product is created, you will be asked to set a secure password. We may also allow you to set up biometric security (for example, face ID) on your device. You may then use your password and/or biometric security (where relevant) to access that Afterpay Product and any other Afterpay Product you may subsequently be provided with (and each applicable Afterpay Account). Your password should not be easily identifiable by anyone else – for example, you should not use your birth date, phone number, other personal information or sequential numbers (such as “1234”). You should use different passwords for different

electronic services (including, for example, banking services), not share your password with anyone or write it down, and take care when entering your password so that no one else can see it. You must protect your biometric security and not allow others to use it.

- (c) If you have an existing Afterpay Product at the time you are first provided with another Afterpay Product, the same secure password and biometric security will apply for each of your Afterpay Products (and the related Afterpay Accounts).
- (d) You are responsible for keeping the details of your Afterpay Products (and related Afterpay Accounts) secure. We will not be responsible for unauthorised access and use of any of your Afterpay Products or Afterpay Accounts unless we have failed to take reasonable steps to prevent the unauthorised access or use or the unauthorised access or use arises from our negligence, error or system failure. You will not be liable to us for unauthorised access or use where you did not cause or contribute, whether directly or indirectly, to that unauthorised access or use.
- (e) If you believe a transaction on any of your Afterpay Products (including on any related Afterpay Account) was not made or authorised by you, you should contact us at help.afterpay.com and we will investigate this as an unauthorised transaction. If you do not contact us, you acknowledge and agree that we will treat any Order or Pending Order on the applicable Afterpay Product (including any Required Future Order in relation to any Order or Pending Order) as a valid transaction.

See how we handle complaints in clause 9.2.

3.2 Your obligations to us as a holder of an Afterpay Product

By holding an Afterpay Product (including each related Afterpay Account) with us, you agree to:

- (a) pay us all amounts you owe associated with that Afterpay Product, including all applicable Interest and Fees;
- (b) not provide us with any false, inaccurate or misleading information (including, without limitation, in relation to your

identity or personal details, or by using an alias or false identity even with the consent of the person whose identity you are using, or seek to establish a fake, untraceable or unverifiable Afterpay Product or Afterpay Account);

- (c) ensure your information, including your contact details, is true, current and complete and update it via our App or Web Portal if it changes;
- (d) provide to us in a timely manner all identity-related documents we reasonably request;
- (e) not use that Afterpay Product, any Platform or Third Party Goods for any unlawful, fraudulent or improper activity, including for any experimental, testing or research purposes, or otherwise in a manner for which they have not been designed;
- (f) cooperate fully with us to investigate any suspected unlawful, fraudulent or improper activity on that Afterpay Product (including on any related Afterpay Account);
- (g) pay any applicable taxes on your purchases of goods or services (e.g. GST);
- (h) not allow anyone else to use that Afterpay Product (including any related Afterpay Account) or to have or use your account password details. You also agree to protect your biometric security and not allow others to use it;
- (i) not use any technology (device, software or hardware) to damage, intercept or interfere with that Afterpay Product (including any related Afterpay Account), or any Platform;
- (j) immediately contact us if you believe that the Afterpay Product (including any related Afterpay Account) may be subject to an unauthorised transaction, account takeover or other type of fraudulent activity or security breach;
- (k) not create liability for us or any of our Related Parties (other than our liability to pay a Retailer from your use of that Afterpay Product, including any related Afterpay Account) or cause us to lose (in whole or in part) the services of any Retailer through your wrongful acts or omissions;

- (l) authorise us to disclose Card-related profile and purchase behaviour information to third parties (including, without limitation, Visa and MasterCard) to eliminate fraud and illicit behaviour;
- (m) not open or use more than one Afterpay Account for each type of Afterpay Product (for the avoidance of doubt, you may open and use one each of a Pay in 4 Account and a Pay Monthly Account);
- (n) contact us as soon as possible if you think that you will not be able to pay us on time; and
- (o) keep your App software updated to the latest version (available on the App Store or Google Play Store) and ensure that any device you use to access any Platform has adequate security (including for example by using a secure internet connection), is using the latest security release for your hardware and relevant software and has reasonable anti-virus software and/or protection.

3.3 Closing or deactivating an Afterpay Account

- (a) We set out information below about you closing an Afterpay Account for any of your Afterpay Products:

Please take note: Closing an Afterpay Account for an Afterpay Product means that you will no longer be able to place Orders or Pending Orders with, or make any changes to, that Afterpay Account or the relevant Afterpay Product. In addition, where you close your Pay Monthly Account, this means you will no longer be able to place Orders with, or make changes to, your Pay in Full Product.

You cannot close an Afterpay Account for an Afterpay Product if any Closing Requirements in relation to that Afterpay Product are not satisfied, if any disputes in relation to that Afterpay Product have not been resolved or if any refunds in relation to that Afterpay Product have not been processed. In addition, you cannot close your Pay Monthly Account if any of these things also apply in relation to your Pay in Full Product.

Where any amounts in relation to an Afterpay Product (including the Balance or any Interest or Fees) remain unpaid and you wish to close

the Afterpay Account for that Afterpay Product, we will continue to draw Automatic Payments in accordance with your Payment Schedule and for Fees and other amounts when they fall due (if applicable) until all unpaid amounts are paid in full.

- (i) You can ask us to close the Afterpay Account for any of your Afterpay Products at any time for any reason (including where we are making unilateral changes under clause 1.3) if all of the Closing Requirements in relation to that Afterpay Product are satisfied. You can ask us to do so by contacting us via the App or in another way referred to in clause 10.2.
- (ii) If you have a Hold Amount in relation to an Afterpay Product, the Closing Requirements for that Afterpay Product will not be satisfied and you will not be able to close the Afterpay Account for that Afterpay Product while that Hold Amount remains in place. The applicable Product Terms explain when the Hold Amount will reduce to zero. For a Hold Amount in relation to a Pending Order, this will include where we cancel the Pending Order following receipt of confirmation from the applicable Retailer that the relevant purchase has been cancelled. Clause 4.1(c) explains how you may cancel a purchase.
- (iii) Where the Closing Requirements are satisfied and you ask us to close the Afterpay Account for an Afterpay Product, that Afterpay Account will only be closed once all disputes that we know of in relation to that Afterpay Product have been resolved and all refunds in relation to that Afterpay Product that we know of have been processed. The Customer Contract will continue to apply until these conditions are satisfied or for such longer period referred to in clause 3.3(b)(v).
- (iv) Your Pay in 4 Account may not be closed, and the applicable Customer Contract may not be terminated, unless the Afterpay Accounts for all of your other Afterpay Products have been closed and the Customer Contracts applicable to those other Afterpay Products have terminated by taking the steps described above.

- (v) As described in clause 3.1(a), the Pay in Full Product can only be used if you have a Pay Monthly Account. This means that, if you wish to close your Pay Monthly Account and terminate the applicable Customer Contract, you may not do so if the Closing Requirements in relation to your Pay in Full Product are not satisfied or any disputes in relation to your Pay in Full Product remain unresolved or any refunds in relation to your Pay in Full Product have not been processed. This is in addition to any other requirements described above in relation to your Pay Monthly Account.
 - (vi) Where you are entitled to close your Pay in 4 Account under this paragraph (a) you may instead ask us to deactivate your Pay in 4 Account. You may ask us to do so by contacting us via the App or in another way referred to in clause 10.2. You may prefer to deactivate rather than close your Pay in 4 Account as this will allow you to apply to reactivate your Pay in 4 Account in the future (this is not possible if you close your Pay in 4 Account – see clause 3.4). You may not ask us to deactivate your Pay Monthly Account.
- (b) We may limit access to, suspend, deactivate or close an Afterpay Product (including the related Afterpay Account) as follows:
- (i) We may immediately limit your access to, suspend (including suspending your ability to make any new Orders or Pending Orders, other than any Required Future Orders), deactivate or close the Afterpay Product (including the related Afterpay Account), without prior notice for any of the following reasons:
 - A. we reasonably consider it necessary to protect the integrity of our systems or any of your Afterpay Products (including any related Afterpay Account), prevent fraud or limit the risk of money laundering or terrorism financing, or otherwise protect us against any legal, regulatory or non-

payment risk (whether at an Afterpay Account level, portfolio level or part of portfolio level);

- B. we are required to or instructed by a regulator, enforcement officer or court of law;
- C. you do not pass our verifications or checks;
- D. you fail to make any payment due under the Customer Contract for any of your Afterpay Products by the payment Due Date and this failure is not remedied within a reasonable period following us giving you notice of the failure;
- E. you provide us with false, inaccurate or misleading information;
- F. we reasonably suspect or are aware that your use of any of your Afterpay Products (including any related Afterpay Account) or an act or omission made by you is a material breach of the applicable Customer Contract;
- G. you withdraw (or purport to withdraw) any consent that is integral to our ability to provide that Afterpay Product (for example, our ability to provide notices and communicate with you electronically);
- H. you engage in conduct towards our employees, agents or representatives that is abusive, threatening, harassing or otherwise inappropriate, including any conduct that causes or is reasonably likely to cause distress, harm, or a risk to the safety or wellbeing of our staff or representatives;
- I. you engage in conduct, or your use of an Afterpay Product gives rise to circumstances, that we reasonably consider create an unacceptable level of risk to us, our employees, agents, representatives or third parties, that is

not otherwise addressed in this paragraph (b)(i);
or

- J. we reasonably consider it necessary to protect our legitimate business interests.
- (ii) We will use our reasonable endeavours to provide a notice of any suspension before or as soon as reasonably practicable after any suspension, unless it is in our legitimate interest not to do so. If we close any of your Afterpay Products (including any related Afterpay Account) without prior notice, we will provide notice that we have done so as soon as reasonably practicable after the closure.
- (iii) In addition to our rights in paragraph (b)(i) above, we may close an Afterpay Product (including the related Afterpay Account) at any time and for any reason by providing you with 60 days' prior notice. Clause 10 describes how we give notice.
- (iv) If an Afterpay Product (including the applicable Afterpay Account) is deactivated or suspended (whether it is immediate or with prior notice or at your request), the applicable Customer Contract will continue to apply to that Afterpay Product and the related Afterpay Account.
- (v) If an Afterpay Product (including the applicable Afterpay Account) is closed (whether it is immediate or with prior notice or at your request), the applicable Customer Contract will continue to apply to any Order or Pending Order we approve prior to closure and any Required Future Order in relation to any such Order or Pending Order until all amounts owing (including Interest and Fees) in relation to the applicable Afterpay Product are received in full, there are no Hold Amounts in relation to that Afterpay Product, all disputes and refunds in relation to that Afterpay Product are resolved/processed and:
 - A. in relation to your Pay in 4 Product, the Afterpay Accounts for all of your other Afterpay Products

have been closed and the applicable Customer Contracts have terminated; or

- B. in relation to your Pay Monthly Product, all disputes and refunds in relation to your Pay in Full Product are resolved/processed.

Clause 6 and the applicable Product Terms describe how refunds are resolved and processed.

- (vi) If we have limited your access to an Afterpay Product or an Afterpay Product is suspended, deactivated or closed (whether it is immediate or with prior notice or at your request):
 - A. if that Afterpay Product is your Pay in 4 Product, we may limit your access to, suspend, deactivate or close your Pay Monthly Product (including your Pay Monthly Account) and Pay in Full Product; and
 - B. if that Afterpay Product is your Pay Monthly Product, we may limit your access to, suspend, deactivate or close your Pay in Full Product.

3.4 Reactivation

- (a) Where you have deactivated your Pay in 4 Account, you may be eligible to reactivate your Pay in 4 Account. You may ask us to do so by contacting us via the App or in another way referred to in clause 10.2.
- (b) If an Afterpay Account is closed, you may not reactivate that Afterpay Account.
- (c) If, after the time of closure of an Afterpay Account that is not a Pay in 4 Account, you wish to again use the applicable Afterpay Product, you will need to reapply for that Afterpay Product (including a new Afterpay Account for that Afterpay Product). If the Afterpay Account that is closed is a Pay in 4 Account, you will not be able to reapply for a Pay in 4 Product or another Pay in 4 Account.

4 Orders, payments, billing and features

4.1 Order approval or cancellation

- (a) All Orders and Pending Orders are subject to approval by Afterpay, in our reasonable discretion. We may choose not to approve an Order or Pending Order or may cancel an approved Order or Pending Order before the goods or services are delivered or supplied, if:
- (i) we reasonably consider this necessary in order to:
 - A. protect the integrity of our systems or any Afterpay Product or Afterpay Account;
 - B. prevent fraud;
 - C. limit the risk of money laundering or terrorism financing; or
 - D. otherwise protect us against legal, regulatory or non-payment risk (whether at an Afterpay Account level, portfolio level or part of portfolio level);
 - (ii) you tell us you have, or we consider based on circumstances you have told us that you may have, difficulty making payments when due in respect of any of your Afterpay Products;
 - (iii) you do not pass our verifications or checks, including re-verification or those described in clause 7 or in any applicable Product Terms;
 - (iv) we reasonably suspect or are aware that you have materially breached a Customer Contract for any of your Afterpay Products (including by failing to make a payment by the Due Date);
 - (v) we reasonably consider that the applicable Afterpay Product is no longer suitable for you;
 - (vi) we have limited your access to, suspended, deactivated or closed the applicable Afterpay Product (or, in the

- case of the Pay in Full Product, your Pay Monthly Product) in accordance with the applicable Customer Contract;
- (vii) in the case of a Pending Order, we receive confirmation from the applicable Retailer that the relevant purchase has been cancelled; or
 - (viii) we reasonably consider the Order or Pending Order to be suspicious.
- (b) If we cancel an approved Order or a Pending Order before the goods or services are delivered or supplied:
- (i) we will notify you that it has been cancelled (other than where paragraph (a)(vii) applies and you are aware the relevant purchase has been cancelled, either because you have cancelled it or the Retailer has notified you of the cancellation);
 - (ii) we will refund any amounts you have paid to us (including any Down payment to the extent we have not paid the amount of that Down payment to the applicable Retailer) to your Selected Payment Method for that Order or Pending Order, or where you had more than one Selected Payment Method, to one or more of those Selected Payment Methods we choose. If that is not possible, we will apply the refund to any other Card or bank account that you have given us details of. If the Order or Pending Order is cancelled because we have incurred a chargeback in relation to a payment by you to us in relation to the Order or Pending Order, we will not refund that payment and any return of funds will be as between you and the issuing bank of your Selected Payment Method. The Retailer will not be obliged to deliver the goods (or provide the services) the subject of the Order or Pending Order, unless required to do so by law;
 - (iii) you will have no further payment obligations to us with respect to that Order or Pending Order. Any Required Future Order in relation to that Order or Pending Order will also be cancelled and any Hold Amount in relation

to that Order or Pending Order will be reduced to zero;
and

- (iv) if you wish to proceed with the purchase, the Retailer may accept an alternative payment method at its discretion or if required to do so by law.
- (c) If you wish to cancel a purchase to which a Pending Order relates, you must contact the Retailer directly to cancel that purchase in accordance with the Retailer's terms and policies. You are responsible for any outstanding amounts or obligations the Retailer imposes as a result of your cancellation.
- (d) Once we approve an Order (or once an Order in connection with a Required Future Order is created and recorded in accordance with the applicable Product Terms), we will display your Payment Schedule in the App and on the Web Portal. The applicable Product Terms will also set out the other steps we will take with respect to a Required Future Order and the Order that is created and recorded in connection with that Required Future Order. As there is no Payment Schedule for a Pay in Full Order, this paragraph does not apply to Pay in Full Orders.
- (e) You acknowledge and agree that an approved Order or Pending Order may be adjusted to reflect the amount you agree to pay the Retailer in respect of the Order or Pending Order. This may occur where, for example, the Original Order Value increases because you have authorised tips and the Retailer processes the payment after we approve the Order or Pending Order, or the Original Order Value decreases because certain out-of-stock items have been removed from the Order or Pending Order and the Retailer processes the adjustment after we approve the Order or Pending Order. When this occurs, it will be taken as a request by you to us to vary the Original Order Value. If we agree, the Original Order Value will be adjusted and the Payment Schedule for the Order or any Order arising on activation of the Pending Order (including each specified payment instalment) will be calculated to reflect the adjusted Original Order Value.

4.2 Payments and Payment Methods

- (a) A separate Payment Schedule will be prepared for each Order (other than a Pay in Full Order). Your Payment Schedule sets out the amounts you must pay us in respect of the Order and when those amounts are payable. The frequency and method of calculating the amount of the payment instalments are set out in the applicable Product Terms or Schedule. You agree to pay us the amounts specified in a Payment Schedule at the times specified.
- (b) Subject to the rest of the applicable Customer Contract, you expressly authorise, instruct and provide consent for us to:
 - (i) process Automatic Payments from your Selected Payment Method for all amounts (including any Interest and Fees, if applicable) due on the scheduled Due Dates set out in your Payment Schedule or as otherwise due and payable under the applicable Customer Contract; and
 - (ii) where we elect and are able to do so, process Automatic Payments in aggregate, rather than as individual transactions, where there are multiple payments across Payment Schedules under a Customer Contract due on the same day.
- (c) You may make early payments but these cannot be reversed if you change your mind. We apply early payment amounts in the manner described in the applicable Product Terms.
- (d) Unless the applicable payment instalment has been paid in full through an early payment or a refund, Afterpay will automatically process payments as set out in paragraph (b). If an Automatic Payment fails on any Due Date, or we have reasonable grounds to suspect it will fail, you agree that we may, and you instruct us to, attempt or re-attempt to process the payment, including at a later time or date, using any Payment Method you have provided until the relevant amounts have been paid. There may be restrictions on removing a Payment Method until all of those amounts are paid.

- (e) You may select a Preferred Payment Method for all of your Afterpay Products (including the related Afterpay Accounts) when you accept our offer to provide your Pay in 4 Product. The same Preferred Payment Method will apply to each of your Afterpay Products.
- (f) You must also select a Selected Payment Method for an Order or a Pending Order (including any Order arising on activation of a Pending Order) when you place that Order or Pending Order. The Selected Payment Method must satisfy any additional requirements specified in the applicable Product Terms. Your Preferred Payment Method for the applicable Afterpay Product will be pre-selected as your Selected Payment Method unless it does not satisfy any additional requirements specified in the applicable Product Terms. Where your Preferred Payment Method is pre-selected, you may change it before completing the Order or Pending Order.
- (g) We may seek payment by way of any of the Payment Methods you have provided to us. We will carry out an account verification check on any new Payment Method you add. You may update or change any Payment Method for an Afterpay Product at any time via the Afterpay Account for that Afterpay Product (or, in the case of the Pay in Full Product, via the Pay Monthly Account) or, where the option is available, via the Afterpay checkout process. However, you must always have at least one Preferred Payment Method that we have accepted.
- (h) You acknowledge that each Recurring Payment will be deemed an Order under the applicable Afterpay Product. When you select Afterpay as your payment method for a Recurring Payment, you authorise Afterpay to be the default way to pay for ongoing Recurring Payments with that Retailer until you inform the Retailer otherwise (subject to the Retailer's terms and policies). You acknowledge that you are authorising us to collect or reverse fixed or variable payment amounts from or to your Payment Method, in accordance with your Payment Schedule and the applicable Customer Contract.
- (i) You may cancel any scheduled Recurring Payment amount under any of your Afterpay Products by notifying us before the next payment instalment under your Payment Schedule, either

through our App or Web Portal. To ensure your next payment instalment is stopped in time, you should notify us not less than 2 days before the next payment date. By contacting Afterpay to cancel any scheduled Recurring Payment amount under an Afterpay Product, we will also cancel any future Recurring Payments you have for goods or services offered by that Retailer under the applicable Afterpay Product. You are responsible for any outstanding amounts or obligations imposed on you by the Retailer as a result of your cancellation.

- (j) If you wish to cancel any once-off purchase or subscription in respect of goods or services offered by a Retailer that are structured as a Recurring Payment, you must contact the Retailer directly in accordance with the Retailer's terms and policies. Cancelling your Recurring Payment with us will not result in those purchases or subscriptions being cancelled.
- (k) You are responsible for ensuring that you have sufficient funds in your Selected Payment Method or other relevant Payment Method(s) to make Automatic Payments on the Due Dates. You are liable for any fees or charges imposed by any of your Payment Methods (e.g. interest charges on a nominated credit card), except to the extent that such fees or charges arise as a result of our error or system failure. If any fees or charges are imposed as a result of our error or system failure, please provide us with a copy of the relevant records and we will reimburse you for the relevant fees or charges.
- (l) If an Automatic Payment fails (for example, if your Selected Payment Method is a credit or debit card that has expired), Late Fees may apply unless you otherwise make the scheduled payment and we are able to process it on or before the end of the relevant Due Date (clause 11.1(e) provides further details about when we process payments, including refunds and payments made manually). You authorise us to satisfy any amount you owe us by:
 - (i) debiting your Selected Payment Method at a later time or date;
 - (ii) debiting any other Card or bank account which you have provided details of;

- (iii) offsetting the amount against any amounts we may owe to you in relation to that Afterpay Product or any of your other Afterpay Products; or
- (iv) any other legal means.

Please see the applicable Products Terms for more information regarding Late Fees.

- (m) If, for any reason, including but not limited to a system outage, technical failure, or other unforeseen event beyond our control, an Automatic Payment cannot be processed on the relevant Due Date, we may attempt to process the payment on a subsequent day. You agree that any such later attempt will not be considered a breach of the applicable Customer Contract, and any payment processed within a reasonable time after the original Due Date will be treated as if made on time, unless otherwise required by law.
- (n) You acknowledge and agree that we may use network tokens to manage your Payment Method details from time to time, including that we may receive and use an updated expiry date and card number, where applicable. Following any update, you authorise us to continue to charge the applicable Payment Method(s) using the updated details provided by our payments service providers.

4.3 Cross Border Transactions

Where the applicable Product Terms permit an Afterpay Product to be used to make a Cross Border Transaction and you do so, we will convert what the Retailer charges for the goods into your local currency to determine the Original Order Value and the amounts payable by you under your Payment Schedule at the retail exchange rate used, which is the average of the bid rate offered by the four largest retail banks in Australia.

5 Fees, Interest and commission

You must pay us all Interest, Fees and other charges for each Afterpay Product as set out in the applicable Product Terms, the applicable Schedule and any applicable Specific Terms, as varied

from time to time in accordance with the applicable Customer Contract.

6 Refunds

(a) If:

- (i) you decide to return goods to a Retailer which have been purchased using any of your Afterpay Products, and request a refund; or
- (ii) a return and refund are otherwise accepted by the Retailer or permitted by law,

you must arrange the return directly with the Retailer in accordance with the Retailer's returns policy (or the policies of any applicable online marketplace) or other instructions or your rights at law. Using Afterpay to pay for any eligible purchase will not affect any of your existing rights to a refund under applicable consumer law or otherwise.

- (b) You are responsible for notifying the Retailer if you intend to return any goods or request a refund for goods or services. The return or refund must be completed within the period and in the manner required by the Retailer's returns policy (or the policy of any applicable online marketplace) or as otherwise permitted by the Retailer or by law.
- (c) Until we are notified by a Retailer (or the provider of any applicable online marketplace) that a return has been completed or that services have not been provided (if applicable) and a refund has been issued, you will still need to make the payments in accordance with your Payment Schedule and we will continue to process any Automatic Payments in accordance with the Due Dates. Late Fees will apply in accordance with the applicable Customer Contract if you miss a payment, even if you are seeking a refund.
- (d) The applicable Product Terms set out how any refund payable to us by the Retailer is applied and how this affects any remaining payment instalments in respect of the applicable Order.

- (e) If you wish to return a product 120 days or more after the purchase date, we will no longer have any involvement in the product return process (for example, the Retailer will provide any agreed refund directly to you). A longer period will apply where we have agreed to a longer period with a Retailer or applicable online marketplace where required based on the nature of the goods or services purchased by you.
- (f) If an Afterpay Product (including the related Afterpay Account) has been closed for any reason, your and our respective obligations in relation to product returns in this clause 6 will only continue until the earlier of:
 - (i) the date on which the applicable Afterpay Product (including the related Afterpay Account) is closed; or
 - (ii) the date which is 120 days after your last Order under the applicable Afterpay Product or a later date we may have agreed with a Retailer where required based on the nature of the goods or services purchased by you.

After that time, the Retailer or applicable online marketplace will be solely responsible for processing all product returns and associated refunds. If the Retailer or applicable online marketplace refunds any amount through your applicable Afterpay Product, we will issue that amount to what was your Selected Payment Method for the applicable Order or Pending Order prior to the closure of the Afterpay Product (including the applicable Afterpay Account) or, where you had more than one Selected Payment Method, to one or more of those Selected Payment Methods we choose (or if that is not possible, to any other Card or bank account that you have provided details of).

7 Repayment capability and identity checks

- (a) We reserve the right to verify your identity, including if required under the Anti-Money Laundering and Counter-Terrorism Financing Act. Verifying your identity does not mean we will approve Orders or Pending Orders (see clause 4.1(a) for other variables that are considered).

- (b) You agree to provide any information or documents we or a Retailer reasonably request to verify your identity in connection with any of your Afterpay Products, Afterpay Accounts, Orders, Pending Orders or Required Future Orders.
- (c) You authorise us to make any enquiries we consider necessary (including directly or through third parties) to verify your identity and assess your capability to make payments in relation to all Orders, including any Order that may arise in connection with a Required Future Order. This may include performing repayment capability checks, enquiries with credit reporting bodies and verifying your information against third party databases.
- (d) All information that we collect about you or the recipient you nominate, including information collected in connection with the verification of your identity, will be collected, used and stored in accordance with the Afterpay Privacy Policy which you can find on our Website.
- (e) You authorise us (or any third parties providing services on our behalf) to disclose to third parties any information in relation to you or any of your Afterpay Products or Afterpay Accounts to the extent required or permitted by any applicable laws or regulations.

8 Our intellectual property

- (a) Our Platforms and all content on them are the exclusive property of Afterpay, Afterpay Affiliates or other third parties such as our partners. Except for any information forming part of an agreement between us and you, the information on our Platforms is for information purposes only and may be changed without notice.
- (b) You must not copy, imitate, modify, alter, amend or use without our prior written consent any URLs representing any Platform, or any of our content, logos, graphics, icons or other content published on our Platforms or in our printed media.

9 Complaints, disputes and hardship

9.1 Disputes between you and a Retailer

- (a) If you have a dispute with a Retailer, you should contact the Retailer directly to file a dispute.
- (b) In some instances, we may facilitate communication between you and the Retailer to assist with resolving the dispute. The outcome of any dispute with a Retailer will not affect our rights and remedies under any Customer Contract or your obligation to meet any payments due to us, except as expressly provided in clause 6.

9.2 Complaints

- (a) To raise a complaint related to any of your Afterpay Products, Afterpay Accounts, these Customer Terms, any Product Terms or any Customer Contract, you should contact us via the Help icon in the My Afterpay tab in our App, or on our Website at help.afterpay.com. You should raise complaints as soon as possible.
- (b) We:
 - (i) will acknowledge receipt of all complaints within 1 Business Day or as soon as reasonably practicable;
 - (ii) will provide an initial response to all complaints within 10 Business Days from the date of the complaint; and
 - (iii) aim to resolve all complaints within 21 days from the date of complaint.
- (c) We may ask you to provide additional documents to help us to resolve your complaint or any dispute, and you must give us all reasonable assistance to help us to do so.
- (d) If we cannot resolve a complaint within 21 days from the date of complaint, we will notify you of the reason for the delay and when we expect to resolve it.
- (e) When we have completed our investigation of your complaint, we will give you a written response, which will include:

- (i) the outcome of our investigation;
 - (ii) your right to take your complaint to AFCA; and
 - (iii) AFCA's contact details.
- (f) Unless we are otherwise required to do so, we may choose not to give you a written response if we have either:
- (i) resolved the complaint to your satisfaction within 5 Business Days from the date of complaint; or
 - (ii) given you an appropriate explanation and / or apology and there are no further actions we can take to reasonably address the complaint.

- (g) If you are not satisfied with the outcome of your complaint after it has been through our internal disputes process above, you can contact AFCA using the contact details listed below:

AFCA email: info@afca.org.au

AFCA website: www.afca.org.au

Phone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority GPO
Box 3, Melbourne VIC 3001

- (h) If you have a specific dispute with us relating to your Pay in 4 Product that involves a breach of the BNPL Code, you should contact us in the first instance and then contact AFCA, if considered necessary. AFCA may not deal with your dispute unless you have tried to resolve the problem with us first, and either:
- (i) we have provided you with a formal response; or
 - (ii) at least 20 Business Days (or the timeframe outlined by AFCA) have elapsed since you made your complaint.

In addition to contacting us or AFCA, you can report an alleged breach of the BNPL Code to the Code Compliance Committee. The Code Compliance Committee will not consider your complaint if you are still trying to resolve it with us or with

AFCA. To lodge a complaint with the Code Compliance Committee, you can contact them at CCC-BNPL@afia.asn.au.

9.3 Hardship

- (a) If you tell us you have or we consider based on circumstances you have told us that you may have difficulty making payments when due in respect of any of your Afterpay Products, this will be treated as an application for Hardship (“Hardship Application”).
- (b) While considering your Hardship Application, we may ask you for more information.
- (c) If you make a Hardship Application, and we do not receive adequate information about your Hardship Application, or we do not agree with your proposal on how to change the applicable Customer Contract or any of your other Customer Contracts, you agree to any changes we make to any of your Customer Contracts to provide you with a "payment holiday" (e.g. a deferral of one or more Due Dates).

10 Notices and communications

10.1 How we will communicate with you

- (a) These Customer Terms, any applicable Product Terms and any other terms, agreements, notices or other communications regarding any of your Afterpay Products will be provided to you electronically, unless otherwise required by law.
- (b) We may give you notice by:
 - (i) sending it to you electronically using the contact details listed for your applicable Afterpay Product (including email, short-messaging services (SMS) text messages and push notifications); or
 - (ii) making it available via any other information system.
- (c) If you have more than one Afterpay Product, your contact details must be the same for each of those Afterpay Products.

Any update to your contact details will apply across all of your Afterpay Products.

- (d) A notice sent by email, or through other electronic means, is taken to be given on the day on which it is sent, unless we receive notification that delivery has failed.
- (e) You must keep your email address up to date and ensure that it can receive emails. You should also check the Afterpay App regularly as email is one of the primary ways we communicate with you.
- (f) You consent to us using the most recent contact details you have provided to us to:
 - (i) contact you on an ongoing basis for marketing purposes whether by email, SMS, push notifications, phone or otherwise (unless you have notified us that you do not wish to receive such communication); and/or
 - (ii) contact you in relation to any of your Afterpay Products and/or any Third Party Goods you have purchased.
- (g) If you withdraw consent to electronic communications, we may still continue to send you messages via electronic communication where necessary solely for administrative or customer service purposes.
- (h) We (or any third party providing services on our behalf) may monitor or record telephone conversations or electronic communication for quality control and training purposes or for our own protection. We do not provide any guarantee that any such monitoring or recording will be retained or retrievable.
- (i) We may also provide notice in other ways, including by way of push notifications, pop-ups or banners, in the App, Web Portal or Website.

10.2 How you can communicate with us

You can contact us via the Afterpay app, by email at help@afterpay.com, or through our Help Centre at help.afterpay.com

11 Account statements

11.1 General

- (a) Except where paragraph (b) applies, we will give you an account statement in relation to each of your Afterpay Accounts at the frequency set out in the applicable Schedule. We will do so by notifying you that your account statement is accessible in the Afterpay App or how you may otherwise access it.
- (b) We may choose not to give you an account statement where:
 - (i) no amount has been debited or credited to the applicable Afterpay Account during the statement period and the closing balance is less than \$10;
 - (ii) we waived the debt in relation to the applicable Afterpay Account during the statement period and no further debits or credits have been made to that Afterpay Account;
 - (iii) you have committed a default at any time in the last 2 months preceding the statement period, and we have exercised a right not to provide further credit under the applicable Customer Contract; or
 - (iv) you have died or become insolvent, and your personal representative or trustee in bankruptcy has not requested an account statement.
- (c) Your account statement will show the amounts debited and credited to your Balance in relation to the applicable Afterpay Product.
- (d) For completeness, your account statement may also show:
 - (i) amounts that are credited or debited to the applicable Afterpay Account but which do not form part of the credit we provide or your Balance in relation to the applicable Afterpay Product, such as payments due at the time an Order or Pending Order is placed or any

interest or fees that are charged to any Payment Method you have given us; and

- (ii) other amounts that are not credited or debited to the applicable Afterpay Account.

These are included for your information.

- (e) Generally, amounts debited or credited to an Afterpay Account or Balance in relation to an Afterpay Product (as relevant) will take effect on the date the debit or credit is processed. For a credit, this will be as soon as practicable after receipt. However, if a manual payment is made by you or on your behalf, or if we, acting reasonably, cannot identify the applicable Afterpay Account, Order or Pending Order at the time we receive a payment or refund, the date we process the payment or refund will be the date we match it up to the applicable Afterpay Account, Order or Pending Order, as applicable, rather than the date the payment or refund was received.

11.2 Checking your statements

You should check your account statements as soon as you receive them and report any suspected unauthorised transactions or errors to us via the Afterpay app, by email at help@afterpay.com, or through our Help Centre at help.afterpay.com for our investigation.

12 General

12.1 System outages and access

- (a) Access to your Afterpay Products (including any applicable Afterpay Account) or any Platform may occasionally be unavailable or limited due to hardware or software failure or defects, overloading of system capacity, damage from natural events, disasters or disruptive human activity, interruption of power systems, labour shortages or stoppages, legal or regulatory restrictions or other causes outside of our reasonable control.
- (b) To the extent permitted by law, and subject to clause 2.2, neither we nor any of our Related Parties will be liable for any

loss or damage which you may incur as a result of your Afterpay Products (including any applicable Afterpay Account) or any Platform being unavailable.

- (c) Some features accessible on the App may not be accessible on the Web Portal, and vice versa.

12.2 Governing law and jurisdiction

- (a) Each Customer Contract is governed by the law in force in New South Wales, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia.

12.3 Limiting our liability to you and your liability to us

- (a) Nothing in these Customer Terms or any other Terms is intended to exclude, restrict, modify or limit your Consumer Rights.
- (b) Where statutory guarantees and non-excludable implied warranties do not apply, our liability to you is limited as follows:
 - (i) Subject to paragraphs (ii) and (iii) below, our total liability for all claims arising under or related in any way to an Afterpay Product (including any applicable Afterpay Account) or the applicable Customer Contract no matter how arising (whether in contract, tort (including negligence), or otherwise) will not exceed the total value of any affected Order(s) or Pending Order(s) in relation to that Afterpay Product, including any payments, Interest and Fees.
 - (ii) Subject to paragraph (c)(iii), neither we nor any of our Related Parties, or any third party providing services on our behalf, or any of our or their respective directors, employees, officers, agents and representatives, are liable to you for any loss or damage (including direct loss or damage or Consequential Loss) you or any third party may incur from your purchase or use of any goods or services from a Retailer, or from your use of an online marketplace. You acknowledge that such matters are between you and the Retailer, subject to any

obligation on us to process refunds and cancel future payments in accordance with these Customer Terms or any applicable Product Terms and our agreement with the Retailer.

- (iii) Neither we nor any of our Related Parties are liable to you for loss or damage to the extent that your acts or omissions cause or contribute to the loss or damage or where you fail to take all reasonable steps to mitigate the loss or damage arising.
- (c) Your liability to us
- (i) See clause 12.5 for your liability to us where you misuse any of your Afterpay Products.
 - (ii) Subject to paragraph (iii) below, your total liability to us for all claims arising under or related in any way to an Afterpay Product (including any applicable Afterpay Account) or the applicable Customer Contract no matter how arising (whether in contract, tort (including negligence), or otherwise) will not exceed the total value of any affected Order(s) or Pending Order(s) in relation to that Afterpay Product, including any payments, Interest, Fees and other charges.
 - (iii) You are not liable to us for loss or damage where our acts or omissions (or those of our Related Parties, any third party providing services on our behalf, or any of our or their respective directors, employees, officers, agents and representatives) cause or contribute to the loss or damage or where we fail to take all reasonable steps to mitigate the loss or damage arising.

12.4 Liability

- (a) You are liable to us for any loss, costs (including reasonable legal fees), expense or damage suffered or incurred by each Indemnified Party (to the extent they are involved in the provision of an Afterpay Product):
 - (i) in connection with any claim or demand made by any third party due to or arising out of your breach of the

- applicable Customer Contract, or your breach of any law or of the rights of a third party relating to your use of the applicable Afterpay Product (including the applicable Afterpay Account) or Website; and
- (ii) as a direct or indirect consequence of unauthorised users accessing your account as a result of your negligence.
- (b) Your liability under paragraph (a) will be reduced proportionately to the extent that any Indemnified Party:
- (i) caused or contributed to the relevant claim, demand, loss, cost, expense or damage; or
 - (ii) failed to take reasonable steps to mitigate the relevant claim, demand, loss, cost, expense or damage.

12.5 Breach relating to misuse of any of your Afterpay Products

- (a) You acknowledge that it is essential that we be able to rely on:
- (i) the information you provide to us;
 - (ii) the identity that you use; and
 - (iii) your use of each of your Afterpay Products (including the applicable Afterpay Account) being for the intended purpose.
- (b) You acknowledge that a breach by you of any obligation in these Customer Terms or any other Terms in relation to the matters in paragraph (a) (including, without limitation, a breach of clauses 2.4 or 3.2(b) and/or 3.2(e)) that is material in substance would cause significant detriment to us and/or our Related Parties. You agree that monetary damages will not be sufficient to remedy that detriment, or may otherwise be incapable of being ascertained, and irrevocably consent to us or any of our Related Parties seeking and obtaining injunctive relief to obtain relevant documents from you and to prevent such breach, or orders of specific performance to compel compliance, in addition to any other remedies available at law or in equity.

- (c) If we reasonably consider that you have breached an obligation under these Customer Terms or any other Terms in relation to the matters in paragraph (a), you must, on request from us, provide us with copies of all documents, notes or communications in relation to the alleged breach.

12.6 Survival

This clause 12 survives termination of these Customer Terms or any applicable Customer Contract.

12.7 No set off

Notwithstanding any other provisions of these Customer Terms or any other Terms, you must pay all amounts under a Customer Contract in full without any set-off, withholding or reduction except to the extent that you have a right of set-off granted by law which we cannot exclude by agreement or the amounts are the subject of dispute resolution proceedings or court action.

12.8 Not a trustee

Nothing in these Customer Terms or in any Customer Contract constitutes us as a trustee or fiduciary of you or any other person (including with respect to any Down payment or other amounts you may pay to us at the time you make an Order or Pending Order).

13 Definitions and interpretation

13.1 Definitions

\$ means Australian dollars.

AFCA means Australian Financial Complaints Authority – <https://www.afca.org.au>.

AFIA means Australian Finance Industry Association Limited – www.afia.asn.au.

Afterpay, we, us or our means Afterpay Australia Pty Ltd ABN 15 169 342 947, Australian Credit Licence 527911.

Afterpay Account means, in relation to an Afterpay Product and the Customer Contract that applies in relation to that Afterpay Product,



the account that we create and hold in your name in respect of the Afterpay Product.

For your Pay in 4 Customer Contract and your Pay in 4 Product, it is your Pay in 4 Account. For your Pay Monthly Customer Contract and the Pay Monthly Product (if applicable), it is your Pay Monthly Account.

No Afterpay Account will be created for your Pay in Full Product (if applicable) as the Pay in Full Product does not involve the provision of credit and you can only use the Pay in Full Product if you have a Pay Monthly Account.

Afterpay Affiliate means a related body corporate or related entity of Afterpay, including one in another jurisdiction.

Afterpay App or **App** means our application to access and manage one or more of your Afterpay Products (including the applicable Afterpay Accounts), which is downloadable directly to your mobile device from the App Store or Google Play.

Afterpay Card means the Afterpay card generated using the Afterpay App (linked to the digital wallet on the device on which it is loaded) and authorised for your use to make your Afterpay purchase in-store or online (where enabled).

Automatic Payment means an automatic one-time or regular payment by you as set out in the Terms that we will automatically charge.

Afterpay Product means each facility we provide to you and which is subject to a separate Customer Contract. The Afterpay Products may include the Pay in 4 Product, the Pay Monthly Product and the Pay in Full Product.

Balance means, in relation to an Afterpay Product (including any related Afterpay Account) and the applicable Customer Contract, the 'Balance' as described in the Product Terms for that Afterpay Product.

BNPL Code means the Code of Practice for Buy Now Pay Later Providers that is available at <https://afia.asn.au/AFIA-Buy-Now-Pay-Later-Code-of-Practice>.



Business Day means a day other than a Saturday, Sunday or a public holiday in Victoria, Australia.

Card means any Australian card issued by Visa or MasterCard, excluding Gift Cards and other pre-paid cards.

Code Compliance Committee means the independent committee established by AFIA to monitor and investigate compliance with the BNPL Code.

Closing Requirements means, in relation to an Afterpay Product:

- (a) you have paid us all unpaid amounts (including the Balance and all Interest and Fees) in respect of that Afterpay Product in full;
- (b) there are no current Hold Amounts in relation to that Afterpay Product; and
- (c) if that Afterpay Product is your Pay in 4 Product, clause 3.3(a)(iv) is also satisfied.

Code Compliant Member means a member of AFIA that has been approved as a Code Compliant Member by AFIA and is a signatory to the BNPL Code.

Consequential Loss means any loss, damage or costs incurred that is:

- (a) indirect or consequential; and
- (b) any loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity, in each case other than such losses which we incur directly in respect of these Customer Terms or a Customer Contract.

Consumer Rights has the meaning given in clause 2.2.

Cross Border Transaction means a purchase between you and a Retailer in an overseas jurisdiction using an Afterpay Product which we permit.

Customer Contract means, in relation to an Afterpay Product, the contract applying to your use of that Afterpay Product and any account we create and hold in your name in relation to that Afterpay Product and which is comprised of these Customer Terms, the applicable Product Terms, the applicable Schedule and any applicable Specific Terms, as amended from time to time.

It includes your Pay in 4 Customer Contract and, if applicable, your Pay Monthly Customer Contract and your Pay in Full Customer Contract.

Down payment means, if you have a Pay Monthly Customer Contract, a 'Down payment' as defined in the Pay Monthly Product Terms.

Due Date means a due date for a payment in relation to an Order, as set out in a Payment Schedule (as amended by us).

Fees means, in relation to an Afterpay Product, the credit fees and charges set out in the applicable Schedule, as amended from time to time in accordance with clause 1.3, including Late Fees.

Gift Card means a stored value or prepaid card which, when activated:

- (a) can be used to purchase services or merchandise from suppliers;
- (b) may not be redeemable for cash;
- (c) may be capable of being used on multiple occasions;
- (d) is marketed solely as a gift card;
- (e) is not a component of another financial product;
- (f) prominently displays or permits the prominent display on the card or mechanism either: (i) the expiration date; or (ii) the number of months following purchase that such card or

mechanism expires (along with room to write the purchase date on such card or mechanism); and

(g) includes both open loop and closed loop pre-paid cards.

Hardship Application has the meaning given in clause 9.3(a).

Hold Amount means, if you have a Pay Monthly Customer Contract, a 'Hold Amount' as defined in the Pay Monthly Product Terms.

Indemnified Party means each of us, our Related Parties, any third party providing services on behalf of us, and our or their respective directors, employees, officers, agents and representatives.

Interest means, in relation to your Pay Monthly Product, the interest that accrues in respect of your Pay Monthly Product in accordance with the Pay Monthly Product Terms and the applicable Schedule, as amended from time to time in accordance with clause 1.3.

Late Fees mean, in relation to an Afterpay Product, the "Late Fees" set out in the applicable Schedule under the heading "Credit fees and charges".

Low Cost Credit Contract has the meaning given to it under section 13E of the National Credit Code.

National Credit Code means the National Credit Code being Schedule 1 of the *National Consumer Credit Protection Act 2009* (Cth).

Order means a request submitted by you to us to use an Afterpay Product to make the payments permitted under the applicable Product Terms.

It includes, in relation to (i) your Pay in 4 Product, each 'Pay in 4 Order' (as defined in your Pay in 4 Product Terms), (ii) your Pay Monthly Product (if applicable), each 'Pay Monthly Order' (as defined in your Pay Monthly Product Terms) and (iii) your Pay in Full Product (if applicable), each 'Pay in Full Order' (as defined in your Pay in Full Product Terms).

For the avoidance of doubt, a Pending Order is not itself an Order. However, an Order will be taken to be placed under the Pay Monthly Product Terms at the time the Pending Order activates.

Original Order Value in relation to an Order or Pending Order, has the meaning given in the applicable Product Terms.

Pay in 4 Account means the account that we create and hold in your name in respect of the Pay in 4 Product.

Pay in 4 Customer Contract means the contract between us and you comprised of these Customer Terms, the Pay in 4 Product Terms and the other documents described as forming part of that contract in the Pay in 4 Product Terms, as amended from time to time.

Pay in 4 Product means the facility we provide to you under your Pay in 4 Customer Contract.

Pay in 4 Product Terms means the document entitled 'Product Terms – Pay in 4' which we provide to you and which you click to accept, as amended from time to time.

Pay in Full Customer Contract means the contract between us and you comprised of these Customer Terms, the Pay in Full Product Terms and the other documents described as forming part of that contract in the Pay in Full Product Terms, as amended from time to time.

Pay in Full Product means the facility we provide to you under your Pay in Full Customer Contract.

Pay in Full Product Terms means the document entitled 'Product Terms – Pay in Full' which we provide to you and which you click to accept, as amended from time to time.

Pay Monthly Account means the account that we create and hold in your name in respect of the Pay Monthly Product.

Pay Monthly Customer Contract means the contract between us and you comprised of these Customer Terms, the Pay Monthly Product Terms and the other documents described as forming part of that contract in the Pay Monthly Product Terms, as amended from time to time.

Pay Monthly Product means the facility we provide to you under your Pay Monthly Customer Contract.



Pay Monthly Product Terms means the document entitled 'Product Terms – Pay Monthly' which we provide to you and which you click to accept, as amended from time to time.

Payment Method means any payment method which we accept from time to time, including a Card.

Payment Schedule means:

- (a) in relation to an Order (other than a Pay in Full Order), a list of payment amounts that Afterpay is entitled to receive from you in respect of the Order, and the relevant Due Dates of each payment, as updated from time to time; and
- (b) in relation to a payment arrangement entered into as a result of a Hardship Application, a list of payment amounts that Afterpay is entitled to receive from you, and the relevant Due Dates of each payment as updated from time to time.

Where we update the list of payment amounts in the App and on the Web Portal in accordance with these Customer Terms or the applicable Product Terms to take account of early payments or other payments, this updated list will constitute the 'Payment Schedule' for the applicable Order even if we do not email you that updated list.

The applicable timezone for all Due Dates provided as part of a Payment Schedule will be the applicable timezone in Melbourne, Australia.

Pending Order means, if you have a Pay Monthly Customer Contract, a 'Pay Monthly Pending Order' as defined in the Pay Monthly Product Terms.

Platforms means our App, Website and Web Portal, and **Platform** means any of them.

Preferred Payment Method means the Payment Method you have chosen and nominated as the primary payment method for your Afterpay Products in the App or Web Portal from time to time.

Product Terms means, in relation to an Afterpay Product we provide to you and the Customer Contract and Afterpay Account that applies in relation to that Afterpay Product, any document which we provide to you and which you click to accept and which is stated to be the



'Product Terms' in relation to that Afterpay Product, as amended from time to time.

For your Pay in 4 Product, Pay in 4 Customer Contract and Pay in 4 Account, it is the Pay in 4 Product Terms. For your Pay Monthly Product, Pay Monthly Customer Contract and Pay Monthly Account, it is the Pay Monthly Product Terms. For your Pay in Full Product and Pay in Full Customer Contract, it is the Pay in Full Product Terms.

Recurring Payment means each arrangement made between you and a Retailer or us for any of your Afterpay Products to be used for any recurring payments, which may also be described by a Retailer or us as subscriptions, billing agreements, pre-authorised payments, fixed recurring payments, flexible recurring payments or any reasonably similar term.

Related Parties means the Afterpay Affiliates and any directors, officers, employees, agents, representatives or contractors of those Afterpay Affiliates.

Required Future Orders means, at any time:

- (a) where there is an existing Order that has been accepted by us that involves a Trade-in, any Order that may be created and recorded in accordance with the applicable Product Terms in connection with that Trade-in; and
- (b) where there is an existing Pending Order that has been accepted by us, any Order that may be created and recorded in accordance with the applicable Product Terms upon activation of that Pending Order.

Retailer means an online or in-store merchant or Third Party Supplier whose goods or services may be purchased by you using any of your Afterpay Products.

Schedule means, in relation to an Afterpay Product, the 'Schedule' as defined in the Product Terms applicable to that Afterpay Product.

Selected Payment Method means the Payment Method that you have selected for an Order or Pending Order, which you may update from time to time.

Specific Terms means, in relation to an Afterpay Product, any 'Specific Terms' we agree with you in relation to that Afterpay Product and which, in relation to that Afterpay Product, supplement these Customer Terms and the applicable Product Terms.

Spend Limit means, in relation to an Afterpay Product and the Customer Contract for that Afterpay Product, the 'Spend Limit' defined in the Product Terms for that Afterpay Product.

Terms means, in relation to an Afterpay Product and the Customer Contract for that Afterpay Product, these Customer Terms, the applicable Product Terms and any applicable Specific Terms (if any), as amended from time to time.

Third Party Goods means goods or services supplied by a third party supplier and for whom we act as agent when processing Orders.

Third Party Supplier means a third party supplier who provides Third Party Goods and for whom we act as agent when processing Orders for the Third Party Goods.

Trade-in means, if you have a Pay Monthly Customer Contract, a 'Trade-in' as defined in the Pay Monthly Product Terms.

Web Portal means the web-based application where we make certain features of an Afterpay Product available to you, via www.secure-afterpay.com.au.

Website means www.afterpay.com and any other website operated by Afterpay.

you or your means, in relation to an Afterpay Product and the applicable Afterpay Account and Customer Contract, the person identified when our offer to provide that Afterpay Product is accepted. If:

- (a) such person does not exist,
- (b) the name or details are used by someone who is not in fact that person, or
- (c) the name or details are otherwise provided dishonestly or fraudulently,

then **you** or **your** means the person who clicks to accept the applicable Customer Contract. If that person does not have an Afterpay Product, then **you** or **your** means the person who clicks to accept these Customer Terms.

13.2 Interpretation

- (a) Headings contained in a Customer Contract are for reference purposes only.
- (b) A reference in these Customer Terms to a clause is a reference to a clause in these Customer Terms, unless specified otherwise.
- (c) Headings and italicised, highlighted or bold type do not affect the interpretation of any Customer Contract.
- (d) The singular includes the plural and the plural includes the singular.
- (e) Other parts of speech and grammatical forms of a word or phrase defined in a Customer Contract have a corresponding meaning.