

Product Terms – Pay in Full

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HIGHLIGHTS:

- These Product Terms relate to your Pay in Full Product.
- Your Pay in Full Product can be used to pay amounts for goods or services provided by the Eligible Retailer in full. You can only use your Pay in Full Product to pay for goods or services provided by the Eligible Retailer at the same time as you place a Pay Monthly Order or Pay Monthly Pending Order with your Pay Monthly Product to purchase other goods or services. For example, your Pay in Full Product may be used to pay for shipping for goods purchased with your Pay Monthly Product.
- As we do not provide you with any credit under the Pay in Full Product, you are not required to make any further payments to us once you have paid us the amount of the relevant good or service in full.

DOCUMENTS:

- These Product Terms are “Product Terms” for the purposes of the Customer Terms and form part of your Pay in Full Customer Contract.
- Your Pay in Full Customer Contract is made up of:
 - (a) these Product Terms;
 - (b) the Customer Terms; and
 - (c) the Specific Terms (if any) in relation to your Pay in Full Product.



- Please read these Product Terms and the other documents described above carefully as they set out your rights and obligations with us with respect to your Pay in Full Product.
- You should keep these Product 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 these Product Terms and the Customer 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 your Pay in Full Product and your Pay in Full Customer Contract

1.1 Pay in Full Customer Contract

- (a) These are Product Terms for the purposes of the Customer Terms and form part of your Pay in Full Customer Contract.
- (b) Your Pay in Full Customer Contract:
 - (i) is between you and Afterpay;
 - (ii) relates to the facility described in clause 2.1 and is made up of the Customer Terms, these Product Terms and the Specific Terms (if any) in relation to your Pay in Full Product;
 - (iii) does not include a Schedule referred to in the Customer Terms (and any requirement or reference in the Customer Terms to a Schedule forming part of your Pay in Full Customer Contract will not apply);
 - (iv) is a 'Pay in Full Customer Contract' and a 'Customer Contract' for the purposes of the Customer Terms; and
 - (v) is separate from your Pay in Full Customer Contract and your Pay Monthly Customer Contract.
- (c) Your Pay in Full Customer Contract applies to your Pay in Full Product and all Pay in Full Orders made in respect of your Pay in Full Product.

1.2 Pay Monthly Account

- (a) You can only enter into your Pay in Full Customer Contract and use your Pay in Full Product if you have a current Pay Monthly Customer Contract and Pay Monthly Account.
- (b) 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, no separate account is created in respect of your Pay in Full Product.

2 Our relationship

2.1 About us

- (a) The facility provided under your Pay in Full Customer Contract allows you to buy goods or services offered by the Eligible Retailer.
- (b) You acknowledge that we have no control over the products or services you purchase or order from the Eligible Retailer by placing a Pay in Full Order and neither we nor any of our Related Parties are responsible or liable for those products or services. We cannot ensure that the Eligible Retailer will complete the transaction.
- (c) We do not:
 - (i) enter into a partnership, joint venture, agency or employment relationship with you;
 - (ii) guarantee the identity of the Eligible Retailer;
 - (iii) guarantee the performance or delivery of the goods or services by the Eligible Retailer;
 - (iv) determine whether you are liable for any taxes; or
 - (v) collect or pay any taxes on your behalf arising from your use of your Pay in Full Product.
- (d) You acknowledge and agree that some or all of our obligations under your Pay in Full Customer Contract may be performed by one or more of our Related Parties from time to time.

2.2 Eligible Retailer and related Orders

The facility provided under your Pay in Full Customer Contract will only be available to buy goods or services:

- (a) offered by the Eligible Retailer; and
- (b) where you are using your Pay Monthly Product to buy other goods or services offered by the Eligible Retailer at the same time.

It will not be available for transactions with any other Retailer or where you are not using your Pay Monthly Product to buy other goods or services from the Eligible Retailer at the same time.

The Eligible Retailer cannot be changed over time, despite any other provision in your Pay in Full Customer Contract.

2.3 No credit

No credit is provided to you under your Pay in Full Customer Contract.

3 Using your Pay in Full Product to buy goods or services

3.1 Your consent and direction to pay

- (a) By placing a Pay in Full Order, you give us an unconditional and irrevocable consent and direction to:
 - (i) deduct the amount of that Pay in Full Order from your Selected Payment Method in accordance with clause 4.3; and
 - (ii) pay (or at our discretion, to procure a Related Party to pay) the Eligible Retailer the payment for that Pay in Full Order.
- (b) A Pay in Full Order may be for the purchase of one or more goods or services from the Eligible Retailer, as requested by you when you place that Pay in Full Order.

3.2 Afterpay Card

A Pay in Full Order may not be placed using an Afterpay Card.

4 Additional provisions relating to Orders, payments, billing and features

4.1 Customer Terms

This clause 4 supplements the provisions in clause 4 of the Customer Terms. For the avoidance of doubt, clause 4 of the Customer Terms applies to all Pay in Full Orders and payments in relation to your Pay in Full Product.

4.2 Payment Method

The only Selected Payment Method you may select for a Pay in Full Order is a debit card. This must be the same debit card you choose as your Selected Payment Method for the Pay Monthly Order or Pay Monthly Pending Order made at the same time as the applicable Pay in Full Order.

4.3 Payments

- (a) You are required to pay to us the full amount of a Pay in Full Order prior to our approval of that Pay in Full Order. The amount of that payment will be displayed prior to you confirming the applicable Pay in Full Order. This amount will be deducted from your Selected Payment Method prior to our approval of the Pay in Full Order.
- (b) If we approve the Pay in Full Order, we will pay the amount of the Pay in Full Order to the Eligible Retailer.
- (c) As you are required to pay us the full amount of the Pay in Full Order before we approve the Pay in Full Order and pay the Eligible Retailer under paragraph (b), a Pay in Full Order does not involve us providing any credit to you.
- (d) For the avoidance of doubt, after we deduct the amount of a Pay in Full Order from your Selected Payment Method, you are not required to make further payments to us in respect of that Pay in Full Order.

4.4 Cross Border Transactions

You may not use your Pay in Full Product for Cross Border Transactions.

5 Refunds

5.1 Customer Terms

Clause 6 of the Customer Terms applies to refunds in respect of a Pay in Full Order.

5.2 Processing the refund

You agree that, if the Eligible Retailer has confirmed that a refund is payable in respect of a Pay in Full Order, once we receive and process the amount of the refund we will issue a refund in an equivalent amount to your Selected Payment Method for the relevant Pay in Full Order, 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).

6 Fees, Interest and commission

6.1 Fees and interest

No fees or interest charges are payable by you under your Pay in Full Customer Contract.

6.2 Commission

No commission is paid by us or to us in relation to your Pay in Full Product.

7 Definitions and interpretation

7.1 Definitions

Customer Terms means the 'Customer Terms' we have agreed with you which set out terms that apply to your Pay in Full Product and other products (including the related accounts) we may provide to you from time to time.

Eligible Retailer means the single Retailer that we identify to you as being eligible for purchases using your Pay in Full Product. For the avoidance of doubt, it is also a Retailer for the purposes of the Customer Terms.

Original Order Value means, in relation to a Pay in Full Order, the total amount of your Pay in Full Order before any refunds may be applied, which may be displayed to you when you check out (whether by us or the Eligible Retailer).

Pay in 4 Customer Contract has the meaning given in the Customer Terms.

Pay in Full Customer Contract means the contract comprised of the Customer Terms, these Product Terms and any applicable Specific Terms.

Pay in Full Order means a request submitted by you to us to use your Pay in Full Product to pay for goods or services offered by the Eligible Retailer (whether on the Eligible Retailer's website or at an in-store location or through any other applicable channel).

Pay Monthly Account has the meaning given in the Customer Terms.

Pay Monthly Customer Contract has the meaning given in the Customer Terms.

Pay Monthly Order has the meaning given in your Pay Monthly Customer Contract.

Pay Monthly Pending Order has the meaning given in your Pay Monthly Customer Contract.

you or **your** means the person identified when our offer to provide your Pay in Full Product is accepted. If:

- (a) such person does not exist, or
- (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 Pay in Full Customer Contract.

7.2 Customer Terms

Unless defined in clause 7.1, terms defined in the Customer Terms have the same meaning when used in these Product Terms.

7.3 Interpretation

- (a) Headings contained in your Pay in Full Customer Contract are for reference purposes only.

- (b) A reference in these Product Terms to a clause is a reference to a clause in these Product Terms, unless specified otherwise.
- (c) Headings and italicised, highlighted or bold type do not affect the interpretation of your Pay in Full 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 your Pay in Full Customer Contract have a corresponding meaning.