

# Specific Terms

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## 1 Afterpay Plus Terms

(a) These Specific Terms (“Afterpay Plus Terms”) govern your Afterpay Plus subscription, and together with the Customer Terms, the Pay in 4 Product Terms and the Schedule for your Pay in 4 Product, comprise your Pay in 4 Customer Contract. These Afterpay Plus Terms supplement and must be read in conjunction with the Customer Terms, the Pay in 4 Product Terms and the Schedule for your Pay in 4 Product. In the event of any inconsistency between these Afterpay Plus Terms and the Customer Terms or the Pay in 4 Product Terms, these Afterpay Plus Terms will prevail to the extent of the inconsistency.

(b) In these Afterpay Plus Terms:

**Afterpay Plus Card** has the meaning given to it in clause 4 of these Afterpay Plus Terms.

**Amended Subscription Period** means, where an Amendment Event has occurred, each of the following:

(i) the period from (and including):

A. the date of the Amendment Event and ending on (but not including) the same numerical day in the next month; and



- B. the same numerical day in the next month and ending on (but not including) the same numerical day in the month following; and
  - C. each monthly period thereafter; or
- (ii) such other period as agreed between Afterpay and you, as such period may be adjusted under clause 1(d).

**Amendment Event** means any of the following:

- (i) the date a suspension of your Afterpay Plus subscription is lifted;
- (ii) the date you end a pause to your Afterpay Plus subscription early under clause 5(d); or
- (iii) the date we approve a reversal of your cancellation of your Afterpay Plus subscription following a request by you to do so.

**Maximum Afterpay Plus Fee Cap** means:

- (i) for the First Fee Period – \$200; and
- (ii) for each subsequent 12 month period after the end of the First Fee Period – \$125.

**Maximum Late Fee Cap** means:

- (i) for the First Fee Period – \$120; and
- (ii) for each subsequent 12 month period after the end of the First Fee Period – \$120.

**Original Subscription Period** means each of the following:

- (i) the period from (and including) the date you sign up to Afterpay Plus and ending on (but not including) the same numerical day in the next month;





(ii) the period from (and including) the same numerical day in the next month and ending on (but not including) the same numerical day in the month following; and

(iii) each monthly period thereafter,

as such period may be adjusted under clause 1(d).

**Subscription Period** means an Original Subscription Period or, if an Amendment Event has occurred, an Amended Subscription Period in respect of the most recent Amendment Event.

Unless defined in these Afterpay Plus Terms, terms defined in the Customer Terms or the Pay in 4 Product Terms have the same meaning when used in these Afterpay Plus Terms.

- (c) If you do not agree to these Afterpay Plus Terms, you may not be an Afterpay Plus subscriber or receive any of the benefits of the Afterpay Plus subscription. The Afterpay Plus Terms shall apply, if necessary, to resolve any disputes between you and Afterpay related to your Afterpay Plus subscription. Afterpay may change these Afterpay Plus Terms at any time in accordance with clause 1.3 of the Customer Terms. If you do not wish to be bound by the change, you are free to terminate your Afterpay Plus subscription or close or deactivate your Pay in 4 Account in accordance with clause 3.3 of the Customer Terms, without penalty or additional fees, prior to the start of the Subscription Period in which the change is to take effect.
- (d) You acknowledge that, if a month does not include the numerical day on which your Subscription Period is scheduled to end, it will end on (but not include) the last day of that month and your next Subscription Period will start on (and include) the last day of that month. For example, if a Subscription Period begins on 31 March, it will end on (but not include) 30 April and the next Subscription Period will start on (and include) 30 April.
- (e) For the avoidance of doubt, the applicable timezone for determining any date under these Afterpay Plus Terms (including all Afterpay Plus subscription fee due dates) shall be the applicable timezone in Melbourne, Australia.





- (f) Afterpay Plus cannot be accessed through the Web Portal.

## 2 Using Afterpay Plus

- (a) For the purposes of making repayments for Afterpay Plus Orders, you must have a Preferred Payment Method from which Automatic Payments can be taken. You must also have a Pay in 4 Account.
- (b) Afterpay reserves the right to approve or deny any application for Afterpay Plus at its sole discretion.

## 3 Payment and Fees

- (a) The Afterpay Plus subscription fee is \$9.99/month (or an amended amount as notified by us to you in accordance with clause 1.3 of the Customer Terms) except that we will not charge you an Afterpay Plus subscription fee if the sum of all fees other than Late Fees payable under the Pay in 4 Customer Contract and each other Low Cost Credit Contract between Afterpay and you would exceed the Maximum Afterpay Plus Fee Cap.
- (b) The Afterpay Plus subscription fee will be due and payable by you on the first day of each Subscription Period (including as a Subscription Period may be adjusted in clause 1(d)).
- (c) You acknowledge and understand that:
  - (i) your Afterpay Plus subscription will automatically renew at the end of each Subscription Period for a further Subscription Period, unless your Afterpay Plus subscription is cancelled or paused on an earlier date;
  - (ii) the Afterpay Plus subscription fee will be charged to your Preferred Payment Method when due; and
  - (iii) any renewal is non-transferable and non-refundable. This is subject to your rights to a refund and our liability to you pursuant to:





- A. your Consumer Rights (see clause 2.2 of the Customer Terms);
- B. circumstances where there may be a failure to generate or add the Afterpay Plus Card to your digital wallet following your payment to us; or
- C. our breach of the Terms.

It is also subject to any express rights of refund under these Afterpay Plus Terms or where Afterpay agrees otherwise to provide a refund.

- (d) If you fail to make any Afterpay Plus subscription fee payment on the due date, we may suspend your Afterpay Plus subscription and you will be provided 7 days (or such longer period that we may notify on any Platform) to ensure this payment is successful. During this time, we may re-attempt payment using your Preferred Payment Method. If the payment is subsequently successful within this period, your subscription will renew according to clause 7(c)(ii) and an Amended Subscription Period will commence. If the period has elapsed and you have still failed to make the applicable payment, your Afterpay Plus subscription will be cancelled by Afterpay, and you will lose any associated Afterpay Plus benefits from the start of the month to which the Afterpay Plus subscription fee payment relates. The Afterpay Plus Card will revert to an Afterpay Card that can be used for in-store purchases with Retailers who offer Afterpay Pay in 4, as outlined in clause 5 of the Pay in 4 Product Terms.
- (e) We will not charge you a Late Fee if the sum of all Late Fees payable under the Pay in 4 Customer Contract and each other Low Cost Credit Contract between Afterpay and you would exceed the Maximum Late Fee Cap.

## 4 Benefits

As an Afterpay Plus subscriber, you will receive access to a digital card (“Afterpay Plus Card”) that enables you to use your Available to Spend for your Pay in 4 Product as a method for payment with any





Retailers who accept Apple Pay, Google Pay or Samsung Pay, subject to certain Retailer or product exclusions.

## 5 Pausing your Afterpay Plus subscription

- (a) You may be able to pause your Afterpay Plus subscription within the “My Afterpay” section of the Afterpay App. This will place a temporary hold on your access to Afterpay Plus from the end of your current Subscription Period. The pause will continue for the number of Subscription Periods you select, up to a maximum of three Subscription Periods (each of these is a “Paused Subscription Period”) unless you end it early in accordance with paragraph (d). You will not be charged the Afterpay Plus subscription fee while your pause continues.
- (b) When your Afterpay Plus subscription is paused, the benefits referred to in clause 4 will not be available and your Afterpay Plus Card will revert to an Afterpay Card that can be used for in-store purchases with Retailers who offer Afterpay Pay in 4, as outlined in clause 5 of the Pay in 4 Product Terms.
- (c) Your pause will end at the end of the final Paused Subscription Period and the Afterpay Plus subscription fee for the next Subscription Period will be due in accordance with clause 3.
- (d) You may also end your pause early before the end of your final Paused Subscription Period within the “My Afterpay” section of the Afterpay App. If you do, you will be charged an Afterpay Plus subscription fee and an Amended Subscription Period will commence. Failure to pay the fee will result in your pause continuing for the Paused Subscription Periods.

## 6 Cancelling your Afterpay Plus subscription

- (a) You may cancel your Afterpay Plus subscription at any time within the “My Afterpay” section of the Afterpay App. To avoid any future charges for the Afterpay Plus subscription fee, cancellation must occur prior to the end of the applicable Subscription Period or, if you have failed to make an Afterpay





Plus subscription fee payment on the due date, during the 7 day period referred to in clause 3(d).

- (b) If you cancel after you have made the initial Afterpay Plus subscription fee payment or where your subscription has renewed at the end of a Subscription Period and you have paid the Afterpay Plus subscription fee for the following Subscription Period:
  - (i) subject to your Consumer Rights, circumstances where there may be any failure to generate or add the Afterpay Plus Card to your digital wallet following your payment to us, our liability to you for our breach of the Afterpay Plus Terms or as otherwise reasonably agreed between you and Afterpay, you will not be refunded any Afterpay Plus subscription fee payment for a Subscription Period regardless of whether you have used Afterpay Plus during the applicable Subscription Period. It is also subject to any express rights of refund under these Afterpay Plus Terms or where Afterpay otherwise agrees to provide a refund; and
  - (ii) you will continue to have access to Afterpay Plus for the remainder of the applicable Subscription Period, but you will not have access for the following Subscription Period. The Afterpay Plus Card will revert to an Afterpay Card that can be used for in-store purchases with Retailers who offer Afterpay Pay in 4, as outlined in clause 5 of the Pay in 4 Product Terms.
- (c) Afterpay may cancel your Afterpay Plus subscription for one of the following reasons:
  - (i) your Pay in 4 Account is closed in accordance with the Pay in 4 Customer Contract for any reason;
  - (ii) you have failed to pay any amount when due;
  - (iii) Afterpay reasonably considers it necessary to do so in order to protect the integrity of our systems or any of the Afterpay Products, prevent fraud, limit the risk of money laundering or terrorism financing arising from your use of





- Afterpay Plus, 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);
- (iv) Afterpay reasonably suspects, or is aware, that you are otherwise using Afterpay Plus in material breach of these Afterpay Plus Terms, the Pay in 4 Customer Contract or any applicable laws or regulations;
  - (v) Afterpay is required or instructed to do so by a regulator, enforcement officer or court of law (including to protect Afterpay in either of the circumstances above);
  - (vi) 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; or
  - (vii) you engage in conduct, or your use of Afterpay Plus 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 (c).
- (d) If we cancel your Afterpay Plus subscription without prior notice, we will provide notice that we have done so as soon as reasonably practicable after the cancellation.
- (e) Once your Afterpay Plus subscription is cancelled:
- (i) you will no longer have access to Afterpay Plus; and
  - (ii) your Afterpay Plus Card will revert to an Afterpay Card that can be used for in-store purchases with Retailers who offer Afterpay Pay in 4, as outlined in clause 5 of the Pay in 4 Product Terms.





## 7 Suspending your Afterpay Plus subscription

- (a) Except as otherwise specified in these Afterpay Plus Terms, Afterpay may (but is not obliged to) suspend your Afterpay Plus subscription where any circumstances giving rise to a cancellation right for Afterpay has occurred, or we reasonably believe they will occur.
- (b) During any period of suspension, you will not be charged a new Afterpay Plus subscription fee.
- (c) If we lift the suspension and reinstate your Afterpay Plus subscription:
  - (i) where the reinstatement occurs during a Subscription Period for which you have already paid the Afterpay Plus subscription fee, that Subscription Period will continue. Your next Afterpay Plus subscription fee will be due in accordance with these terms at the start of the following Subscription Period; and
  - (ii) where the reinstatement occurs during a Subscription Period for which you have not paid the Afterpay Plus subscription fee, an Amended Subscription Period will commence and you will be charged an Afterpay Plus subscription fee in accordance with these terms for that Amended Subscription Period.

## 8 Refund or waiver of Afterpay Plus subscription fee

- (a) If during a Subscription Period:
  - (i) you cancel your Afterpay Plus subscription following our notice of a change to the Pay in 4 Customer Contract, which is material and/or to your detriment;
  - (ii) you close your Pay in 4 Account (or request us to close your Pay in 4 Account once all of the Closing Requirements in relation to your Pay in 4 Product are satisfied) in accordance with clause 3.3(a) of the





Customer Terms following our notice of a change to the Pay in 4 Customer Contract, which is material and/or to your detriment;

- (iii) we close your Pay in 4 Account in accordance with clause 3.3(b) of the Customer Terms; or
- (iv) we close your Pay in 4 Account or cancel your Afterpay Plus subscription under any other provision where the closure or cancellation is not as a result of your breach of these Afterpay Plus Terms or other wrongful act or omission,

we will refund to you (or waive) the amount equal to the Afterpay Plus subscription fee that you have paid (or would have paid) in advance for your final Subscription Period.

- (b) If during a Subscription Period your Afterpay Plus subscription is suspended, you will not be entitled to any refund for the remainder of that Subscription Period.

## 9 Billing Agreement and Automatic Payments

- (a) You authorise Afterpay to process the Afterpay Plus subscription fee as an Automatic Payment in accordance with clause 3.
- (b) You are responsible for ensuring that you have sufficient funds available in your Preferred Payment Method to make Automatic Payments referred to in this clause 9. You are liable for any fees or charges imposed by your Payment Method, except to the extent that such fees or charges arise as a result of our negligence, error or system failure. If any fees or charges are imposed as a result of our negligence, 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.

