



# Spriggy

# Terms and Conditions



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## A. Important information

These Spriggy Terms and Conditions were last updated on 20 December 2024.

Please read the information below and these Terms carefully before accessing or using the Spriggy Website and the Spriggy App in connection with the Spriggy Pocket Money Products and Services (each a Site, and together the **Sites**). Please contact us if you have any questions.

### 1. About Spriggy

Rivva Pty. Ltd. (ABN 86 603 542 918) (**Spriggy**) is the operator of the Sites, and holds an Australian Financial Services Licence, number 513762. Spriggy also distributes and promotes the Parent Wallet and the Prepaid Card.

The Sites are owned and operated by Spriggy and may allow you to view information about, apply for and/or facilitate the operation of certain financial products. However, the financial products which are promoted or operable through the Sites are not issued by Spriggy.

### 2. About Indue

Indue Ltd (ABN 97 087 822 464) (**Indue**) is the issuer of the Parent Wallet and the Prepaid Card. Indue is an "authorised deposit-taking institution" under the Banking Act 1959 (Cth) and holds an Australian Financial Services Licence, number 320204. Indue is also a member of the Visa scheme.

The Parent Wallet and Prepaid Card are subject to separate terms and conditions between you and Indue (including the PDS and the Product Terms and Conditions). Indue is responsible for the PDS for the Parent Wallet and the Prepaid Card. You can access this PDS and the applicable terms at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms). You enter into a separate contractual relationship with Indue when you acquire a Parent Wallet and a Prepaid Card. The PDS prevails in the event of any inconsistency between information on the Sites and information contained in the PDS. You agree the PDS and any other information relating to the financial products may be provided to you electronically.

Spriggy may distribute or promote other financial products which are issued by other product issuers from time to time. The details of these issuers will be set out in the relevant PDS for those products.

### 3. The Sites

The Sites provide general information only and do not constitute a recommendation to buy, or an offer or solicitation to sell, any financial product, including in respect to the Parent Wallet and the Prepaid Card. The Sites have been prepared without taking into account the objectives, financial situation or needs of any person. You should consider the relevant product disclosure statement and target market determination and obtain appropriate professional advice before making any financial decision, including in relation to the Parent Wallet and the Prepaid Card.

### 4. About the Terms

These Terms govern the access and use of the Sites by the Parent, Additional Parent User and Child in connection with the Spriggy Pocket Money Products and Services.

These Terms form a legal contract between you and Spriggy in relation to your use of the Sites for these purposes. It is important that you read and understand them before using the Sites.

It's important to note that these Terms only govern your access and use of the Spriggy App and Spriggy Website in connection with the Spriggy Pocket Money Products and Services. If you also sign up for 'Spriggy Mobile' products and services, which may be offered to you via part of the Spriggy App, these are separate products that are issued by a separate third party provider, and different terms and conditions govern those products and services and your use and access of the Spriggy App for those purposes – you can see these at [www.spriggy.com.au/mobile/terms](http://www.spriggy.com.au/mobile/terms).

## 5. Fees

The fees and charges connected with the use of the Sites in connection with the Spriggy Pocket Money Products and Services (currently, the Annual Spriggy Membership Fee) are set out in section B.2. By registering for the Site, you agree to pay any related fees and charges to Spriggy as set out in these Terms. You should be aware that if you fail to pay an applicable fee by the due date, and you haven't remedied this within 14 days of us notifying you, we may restrict your use of the Sites in accordance with section B.3 below.

## 6. Your right to a refund if you cancel

You can terminate this agreement at any time by giving Spriggy notice in writing, via any of the contact methods listed in section B.9, in accordance with section B.3 of these Terms. If you terminate this agreement or cancel the Parent Wallet within 90 days of the Annual Spriggy Membership Fee being charged, you may request a full refund of the fee by contacting Spriggy and once we have received your request we will refund this to you. Otherwise, if you terminate or cancel at any other time, the Annual Spriggy Membership Fee will be non-refundable, and you will not be entitled to receive a refund of the fee unless we otherwise agree.

## 7. Changes to these Terms

We may make changes to these Terms from time to time in accordance with section B.10 below. This includes that we may make updates that we reasonably consider are not materially adverse to you without notifying you but by updating the version of the Terms that is available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms). The Terms available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms) will be the latest version and will be available at no cost to view.

Where we make changes to these Terms which we reasonably consider may be materially adverse to you, or will result in an increase to a fee that is payable by you, we will provide at least 30 days' prior notice of the change or variation.

# B. Terms

## 1. General terms

By registering for the Sites, the Parent and any Additional Parent User accepts and agrees to be bound by these Terms (as amended from time to time) (the **Terms**).

These Terms continue to apply until this agreement is terminated in accordance with section B.3. You acknowledge and agree that if you are a Parent of a Child, you may grant your Child access to the Sites by allowing them to access to the Sites on a compatible device. For each Child, the Parent agrees that they will provide the Child with a copy of these Terms (and any updates Spriggy makes to the Terms that are notified to you from time to time), and take reasonable steps to:

- explain the effects of these Terms to the Child; and
- ensure that the Child understands the Terms and agrees to abide by these Terms.

The Parent acknowledges and agrees that it is responsible for the Child's use of the Sites. If you do not agree to these Terms, then you or any Child must not access or use the Sites.

A Parent or Additional Parent User must be 18 years of age or older to register for the Sites. You will only be able to use the Spriggy App if:

- you are an Australian resident;
- you are accessing a compatible version of the Spriggy App on a compatible device; and
- you successfully completed the registration process for the Spriggy App (including accepting these Terms and setting a password).

From time to time, Spriggy may (acting reasonably) notify you of the minimum device, operating system and/or app version requirements that are needed in order to use the Spriggy App. You agree that:

- you are responsible for ensuring that you meet these requirements (for example, by updating to the latest version(s) of the Spriggy App);
- after providing reasonable advanced notice to you, Spriggy may block the use of the superseded version(s) of the Spriggy App; and
- where Spriggy has provided reasonable advanced notice to you, Spriggy will not be liable for any loss, damage, cost or expense (whether direct or indirect) incurred by you in connection with Spriggy blocking the use of superseded versions(s) of the Spriggy App.

### **Limitation of liability**

Nothing in these Terms excludes, restricts, or modifies any guarantee, term, condition, warranty, or any right or remedy, implied or imposed by any law or legislation which cannot lawfully be excluded or limited, including the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law) which contains guarantees that protect the purchasers of goods and services in certain circumstances.

You and any Child use the Sites at your and the Child's own risk. Subject to any terms implied by law and which cannot be excluded:

- Spriggy does not warrant or represent that the information on the Sites are free from errors or omissions or are suitable for your intended use, or that your use of the Sites will be uninterrupted or error free (the Sites may, from time to time, be unavailable due to scheduled maintenance, system or software updates, upgrades, changes and operational procedures or issues with third party service providers);
- Spriggy will not be liable under these Terms for any indirect, special or consequential losses;
- Spriggy also accepts no responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred by you as a result of:
  - you failing to comply with your obligations under these Terms (including your compliance with any law);
  - negligence, errors, fraud or other misconduct by you;
  - any third party content, products, services and/or information available on the Sites; or any event or matter beyond our reasonable control including any system, server or connection failure, error, omission, interruption, delay in transmission, problem with your electronic device, or computer virus or other malicious, destructive or corrupting code that is beyond our reasonable control.

To the maximum extent permitted by law, our total liability to you (if any) for loss, damage or reliance will be limited, at our election, to:

- in the case of information or services supplied or offered by us for a fee – the resupply of the information or services or payment of the cost of doing this. To the maximum extent permitted by law, we accept no, and exclude all, liability for information or services supplied or offered by us for free;
- in the case of goods supplied or offered by us for a fee – repair or replacement of the goods, supply of equivalent goods, or payment of the cost of doing this. To the maximum extent permitted by law, we accept no, and exclude all, liability for goods supplied or offered by us for free.

2. Fees and charges

The fees and charges connected with the use of the Sites are set out below. By registering for the Sites, you agree to pay any related fees and charges as set out in these Terms.

Annual Spriggy Membership Fee

You agree to pay the applicable Annual Spriggy Membership Fee to Spriggy in relation to your use of the Sites as set out below.

Spriggy may waive the Annual Spriggy Membership Fee in whole or in part and from time to time at our discretion. By registering for the Sites, you agree that any terms and conditions which apply to an applicable offer or a promotion by Spriggy will apply in addition to these Terms.

Pricing Tiers

Unless we otherwise agree with you, the Annual Spriggy Membership Fee applies to the Parent as follows:

Pricing Tier	Annual Spriggy Membership Fee (\$AUD)
Multiple Children Pricing Tier	\$78 per Parent (with between two (2) and six (6) Children)
One Child Pricing Tier	\$60 per Parent (with up to one (1) Child)

Spriggy may agree with you to enable you to add more than six (6) Children under the Multiple Child Pricing Tier. In order to add more than six (6) Children under the Multiple Child Pricing Tier, you will need to follow the in-app prompts in the Spriggy App (if available) or otherwise contact Spriggy who will add these Children for you, subject to the successful completion of any verification or other checks reasonably requested.

*See details on when and how these fees are payable in the “Annual Spriggy Membership Fee payment dates”, “Moving up Pricing Tiers” and “Moving down Pricing Tiers” sections below.*

Annual Spriggy Membership Fee payment dates

Free trial period

If we have agreed that the Parent will have an initial free trial period, the free trial period will apply as set out in the table below:

Free trial period
<div><p>If we have agreed that the Parent will have an initial free trial period, this free trial period will commence on the date on which all the following have been satisfied:</p><ul style="list-style-type: none"><li>the Parent has registered for the Sites;</li><li>the Parent holds a Parent Wallet and has added a Connected Account; and</li><li>the Parent has received and activated at least one Prepaid Card.</li></ul></div>

**Important!** Any free trial period only applies in relation to the Annual Spriggy Membership Fee. It does not apply to any other fees and charges in relation to the Parent Wallet and Prepaid Card including fees and charges applied by Indue. See the PDS for details of these fees and charges, available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

**First Annual Spriggy Membership Fee payment**

The first Annual Spriggy Membership Fee will be due and payable in advance on the Fee Payment Date, as set out in the table below.

Fee Payment Date
<p>The first Annual Spriggy Membership Fee will be due and payable on the date <b>(the Fee Payment Date)</b>:</p> <ul style="list-style-type: none"><li>• if we have agreed that the Parent will have an initial free trial period, the day after the last day of the free trial period; or</li><li>• if we have not agreed that the Parent will have an initial free trial period, the date on which all of the following have been satisfied:<ul style="list-style-type: none"><li>• the Parent has registered for the Sites;</li><li>• the Parent holds a Parent Wallet and has added a Connected Account; and</li><li>• the Parent has received and activated at least one Prepaid Card.</li></ul></li></ul>

On the Fee Payment Date, the Parent will be charged the applicable Annual Spriggy Membership Fee.

For details on how to activate the Prepaid Card, refer to the Product Terms and Conditions.

**Subsequent Annual Spriggy Membership Fee payments**

The subsequent Annual Spriggy Membership Fees will be due and payable in advance on the Renewal Fee Payment Date, as set out in the table below.

Renewal Fee Payment Date
<p>On each subsequent anniversary of the Fee Payment Date (each a <b>Renewal Fee Payment Date</b>), the applicable Annual Spriggy Membership Fee will be due and the Parent will be charged the fee, but only if there is at least one activated Prepaid Card associated with your Parent Wallet, and that Prepaid Card has not reached its Expiry Date (the <b>Billing Conditions</b>). To avoid doubt, if a Prepaid Card has been replaced, the relevant card is the new (replacement) Prepaid Card.</p> <p>If there isn't at least one Prepaid Card that is activated and not expired on a Renewal Fee Payment Date, the Annual Spriggy Membership Fee will not be due and Spriggy will not charge the fee unless and until these Billing Conditions have been met. On the date that the Billing Conditions are met:</p> <ul style="list-style-type: none"><li>• the applicable Annual Spriggy Membership Fee will be due on that date; and</li><li>• this date will become the new Renewal Fee Payment Date and subsequent Renewal Fee Payment Dates will be the subsequent anniversaries of this date.</li></ul> <p>To be clear, as long as one of the Prepaid Cards is activated and not expired on the Renewal Fee Payment Date, the Parent will be charged the applicable Annual Spriggy Membership Fee, regardless of whether any of the other Prepaid Cards held by any of their other Child(ren) (if applicable) are not activated or have expired.</p>

**Moving up Pricing Tiers**

If a Parent on the One Child Pricing Tier adds a second or more Child(ren), on the date that you add the second or more Child(ren):

- the difference between the Annual Spriggy Membership Fee under the One Child Pricing Tier and the Annual Spriggy Membership Fee under the Multiple Children Pricing Tier (**Adjustment Fee**) is due and payable to Spriggy;
- the Multiple Children Pricing Tier will apply to you and the applicable Annual Spriggy Membership Fee will be payable annually on the Renewal Fee Payment Date in accordance with the “Subsequent Annual Spriggy Membership Fee payments” section above; and
- Spriggy will charge the Adjustment Fee on this date.

The amount of the Adjustment Fee payable at that time will be pro-rated, depending on the date that the second or more Child(ren) is added with reference to the most recent Fee Payment Date or Renewal Fee Payment Date (as applicable).

***How is the pro rata fee calculated and charged? See the examples below:***

- If you register one (1) Child for the Sites, the One Child Pricing Tier applies to you and the Annual Spriggy Membership Fee is \$60.
- If you add a second Child, the Multiple Children Pricing Tier applies to you and you will need to pay the Adjustment Fee of \$18, which is applied pro rata at the time you add the second Child.
- If you add the second Child six months after the Fee Payment Date (ie, halfway into your first Spriggy membership year), you will only need to pay \$9 at that time. This is because you’re paying the pro rata Adjustment Fee for the Multiple Children Pricing Tier for the six months remaining in that annual membership period (\$18 divided by two equals \$9). For so long as you have two (2) or more Children registered for the Site, on the Renewal Fee Payment Date and annually thereafter, you will need to pay \$78 (this is the Annual Spriggy Membership Fee under the Multiple Children Pricing Tier) - see “Subsequent Annual Spriggy Membership Fee payments” above.

**Moving down Pricing Tiers**

If a Parent on the Multiple Children Pricing Tier removes one or more Child(ren) such that only one (1) Child remains registered for the Sites, on the date that only (1) Child remains registered for the Sites, the One Child Pricing Tier will apply to you and the applicable Annual Spriggy Membership Fee will be payable annually on the Renewal Fee Payment Date in accordance with the “Subsequent Annual Spriggy Membership Fee payments” section above.

**Parents who registered for the Sites before 13 December 2023**

If you registered for the Sites before 13 December 2023, additional terms apply to you as set out in the table below.



The purpose of these additional terms is to govern which Pricing Tier applies to you, as well as how and when you will first be billed under the applicable Pricing Tier, as at 18 March 2024.

Pricing Tier	Additional terms
Per Child Pricing Plan	<p>If you registered for the Sites before 13 December 2023, and you are a Parent under the “Per Child Pricing Plan” described in the Previous Terms, then as at 18 March 2024 the Pricing Tiers will apply to you as follows:</p> <ul style="list-style-type: none"><li>if you have one (1) Child as at 18 March 2024, the One Child Pricing Tier will apply to you; or</li><li>if you have more than one (1) Child(ren) as at 18 March 2024, the Multiple Children Pricing Tier will apply to you.</li></ul> <p>However, you will not be charged the applicable Annual Spriggy Membership Fee under the Pricing Tier until the earlier of (the <b>Charge Date</b>):</p> <ul style="list-style-type: none"><li>the Fee Payment Date or Renewal Fee Payment Date (as applicable) for your Child under the Per Child Pricing Plan, on or after 18 March 2024; or</li><li>if you have more than one Child(ren), the first occurring Fee Payment Date or Renewal Fee Payment Date for a Child under the Per Child Pricing Plan, on or after 18 March 2024.</li></ul> <p>On the Charge Date (which will be taken to be your Renewal Fee Payment Date going forward), the applicable Annual Spriggy Membership Fee will be due and payable to Spriggy provided the Billing Conditions are met. However, if you have multiple Children, the following treatment will apply on the Charge Date:</p> <ul style="list-style-type: none"><li>if you have already paid one or more \$30 Annual Spriggy Membership Fee(s) under the Per Child Pricing Plan in respect of the then-current billing period for a Child(ren), in accordance with the Previous Terms; and</li><li>did not receive the full 12-month Spriggy membership period for that Child(ren),</li></ul> <p>Spriggy will apply a pro rata credit(s) against the applicable Annual Spriggy Membership Fee under the Pricing Tier as follows:</p> <ul style="list-style-type: none"><li>pro rata credits are calculated based on the time remaining in that billing period for the relevant Child; and</li><li>if the total pro rata credit(s) exceeds the applicable Annual Spriggy Membership Fee that is due, no Annual Spriggy Membership Fee will be payable for that year and any remaining credit will be applied to the subsequent year(s).</li></ul>

Family-Based Pricing Plan	<p>If you registered for the Sites before 13 December 2023, and you are a Parent under the Family-based Pricing Plan described in the Previous Terms, then as at 18 March 2024 the Pricing Tiers will apply to you as follows:</p> <ul style="list-style-type: none"><li>• if you have one (1) Child as at 18 March 2024, the One Child Pricing Tier will apply to you; or</li><li>• if you have more than one (1) Child(ren) as at 18 March 2024, the Multiple Children Pricing Tier will apply to you,</li></ul> <p>but you will not be charged the applicable Annual Spriggy Membership Fee until the Renewal Fee Payment Date provided the Billing Conditions are met.</p>
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**Paying your fees and charges to Spriggy**

All fees and charges under these Terms are inclusive of GST. The Parent agrees to pay the fees and charges and is responsible for the payment of those fees and charges. You agree to complete any necessary direct debit forms we reasonably require in relation to these fees and charges.

Spriggy will deduct the applicable fees and charges under these Terms from the Connected Account on the due date, or a date after the due date as reasonably advised to you in writing by Spriggy. You should make sure that you have sufficient funds in your Connected Account for us to debit your fees on the relevant due date, Fee Payment Date or Renewal Fee Payment Date (as applicable). Any failed attempts to debit your fee may result in a dishonour fee from the provider of your Connected Account (such as your bank, this is not charged by Spriggy). If you do not pay the fees on the due date, we may (acting reasonably) continue to attempt to debit your Connected Account until the fee has been paid. Spriggy may agree with you to receive payment via an alternative payment method.

**Additional Parent Users**

The appointment of any Additional Parent User by the Parent will not incur any additional fees payable to Spriggy by that appointing Parent or that Additional Parent User. To avoid doubt, if a Prepaid Card is issued to one or more other Child(ren) at the request of an Additional Parent User, that Additional Parent User will be the 'Parent' for those Children for the purposes of these Terms and will be liable for the Annual Spriggy Membership Fee as set out in this section B.2.

**Other information about fees**

We will provide you with reasonable notice prior to the Annual Spriggy Membership Fee being charged.

If you consider that Spriggy has incorrectly charged a fee or charge, then you should contact Spriggy as soon as possible so that we can investigate this. See section B.9 for information on how to contact us or make a complaint. We will reverse or refund any incorrect fee or charge.

Spriggy may change or introduce new fees or charges in the future. If we do, we will update the version of these Terms available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms) and notify you if we are required – refer to section B.10 for information on how we may make changes to these Terms and when we will notify you of any such changes.

Using the Sites on a mobile device may incur fees charged by your mobile service provider for downloading and using the Spriggy App. Any such fees are your sole responsibility and any matters regarding such fees should be raised with your mobile service provider.

**Fees charged by the product issuer**

Fees that Indue charges as the issuer of the Parent Wallet and Prepaid Card are detailed in Indue's PDS. You can view the PDS at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

For financial products issued by other product issuers, you should refer to the relevant PDS or terms and conditions for the applicable fees and charges.

### 3. Suspension and termination

#### Termination of this agreement by you

You can terminate this agreement at any time by giving Spriggy notice in writing, via any of the contact methods listed in section B.9 of these Terms. If you terminate this agreement or cancel the Parent Wallet within 90 days of the Annual Spriggy Membership Fee being charged, you may request a full refund of the fee by contacting Spriggy and once we have received your request we will refund this to you. Otherwise, if you terminate or cancel at any other time, the Annual Spriggy Membership Fee will be non-refundable, and you will not be entitled to receive a refund of the fee unless we otherwise agree.

#### Effect of terminating this agreement on the Parent Wallet and Prepaid Card

The Parent Wallet and Prepaid Card can only be operated by the Spriggy App. If this agreement is terminated by you, you and your Child(ren) will no longer have access to the Sites, and your Parent Wallet and the Prepaid Card(s) will automatically be cancelled by Indue in accordance with the PDS and Product Terms and Conditions which are available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

#### Effect of cancelling a Prepaid Card and/or the Parent Wallet

If you want to cancel the Parent Wallet and/or a Prepaid Card(s), you should contact Spriggy or Indue in accordance with the PDS and Product Terms and Conditions available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

If the Parent Wallet is cancelled in accordance with the PDS, this agreement will also terminate at that time.

If you cancel one or more Prepaid Card(s) (but you do not terminate this Agreement nor cancel the Parent Wallet), the Annual Spriggy Membership Fee is not refundable in whole or in part in respect of that cancelled Prepaid Card(s).

If you cancel a Prepaid Card and/or the Parent Wallet, applicable fees and charges charged by Indue will still apply (such as the cancellation fee upon cancellation of the Parent Wallet) and any remaining value on the financial products will be dealt with in accordance with the PDS and the Product Terms and Conditions which are available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

#### Effect of termination or suspension on Spriggy Mobile Products and Services

The Spriggy Mobile Products and Services are separate to these Terms.

If you hold Spriggy Mobile Products and Services, termination of this agreement or suspension pursuant to this agreement will not affect the Spriggy Mobile Products and Services held by you and, to the extent applicable, you will continue to have access to the Spriggy Mobile Products and Services and the Spriggy Mobile Sites in accordance with the applicable terms and conditions (see [www.spriggy.com.au/mobile/terms](http://www.spriggy.com.au/mobile/terms)).

#### Suspension by Spriggy

You acknowledge and agree that (acting reasonably) we may restrict your access to the Sites at any time if:

- you breach any of the general prohibitions under section B.8 below;
- you materially breach any other provision under these Terms;

- you fail to pay the Annual Spriggy Membership Fee and/or the Adjustment Fee by its due date and this non-payment is not remedied by you within 14 days of us providing notice;
- we reasonably suspect fraudulent or illegal activity in connection with your use of the Sites;
- you refuse to cooperate in an investigation, payment or other verification activity or provide adequate identification documentation where reasonably requested;
- we consider in our sole discretion that your use of the Sites poses a material security, business or fraud risk to Spriggy; or
- any event occurs which has the effect of making or declaring it unlawful for Spriggy to offer the Sites in accordance with these Terms or applicable law, or we otherwise reasonably believe it is necessary to protect our legitimate business or security interests,

including that we may suspend your access to top-up your Parent Wallet from within the Spriggy App.

When exercising this discretion, we will endeavour to provide you with as much prior notice as is reasonable in the circumstances and act reasonably towards you in a consistent and fair manner. However, notwithstanding the previous sentence, there may be circumstances where, for security or other legitimate business reasons (including without limitation where we are required by law), we (acting reasonably) may only provide you with limited or no notice prior to such suspension.

#### **Further information regarding termination or suspension**

Termination or suspension does not release either party from any existing obligations or from any liabilities for any breach of any of the terms of this agreement. Rights under this agreement can only be waived in writing, such waiver not to affect the waiving party's rights or entitlements in respect of subsequent breaches. Failure to compel performance shall not be construed as a waiver.

#### **4. Use of payment service providers**

You may provide instructions via the Spriggy App for one-off, scheduled or other regular top-up debits to be made using the Payment Service Providers by direct debit from your Australian financial institution or using an Australian Visa or Mastercard debit card, so that the funds can be loaded onto your Parent Wallet by Indue.

The Payment Service Provider acts as a direct debit service provider for Spriggy and will act on the instructions you provide in the Spriggy App. By providing these instructions, you:

- authorise and agree to the funds being deducted against the nominated Connected Account on the terms of the applicable direct debit request and direct debit service agreement;
- warrant that you are an authorised signatory to the nominated Connected Account;
- warrant that you have authority to establish the direct debit request arrangements; and
- agree that the use of the Payment Service Provider is subject to any terms and conditions that may be imposed by that Payment Service Provider from time to time.

You are responsible for the instructions you provide in the Spriggy App. Top-ups using an Australian Visa or Mastercard debit card should appear in your Parent Wallet almost instantly, but it can take up to a few minutes. For top-ups by direct debit from your Australian financial institution bank account, it can take up to 5 business days for the funds to be received in your Parent Wallet. Occasionally it may take longer than this; Spriggy is not responsible for delays in crediting the funds to your Parent Wallet.

You are liable for any fees or charges that may be imposed by the provider of your Connected

Account. You should make sure that you have sufficient funds in your Connected Account. Any failed attempts to debit your Connected Account may result in a dishonour fee from the provider of your Connected Account (such as your bank, this is not charged by Spriggy).

You may update or change your nominated Connected Account at any time in the Spriggy App.

Payments made using one of the Payment Service Providers may not be credited to the Parent Wallet by Indue:

- if the Parent Wallet has reached an applicable load limit (as set out in the PDS) or otherwise in accordance with the PDS and applicable product terms and conditions which are available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms);
- if you have provided incorrect or invalid payment details;
- if there is a reasonable suspicion of fraudulent activity; or
- if required to comply with any applicable law.

The funds may be sent back to the nominated payment method without notifying you if any of the above applies.

## 5. Privacy

In order to provide you with access to the Sites, Spriggy may need to collect personal information about you and/or any Child. If you do not provide the requested information or agree to the handling by us of your personal information in accordance with our Privacy Policy, we may be unable to provide the Sites to you.

Any personal information that we collect in connection with your access to the Sites or otherwise will be dealt with in accordance with our Privacy Policy which is available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

You agree that all information provided to us is true, accurate and up-to-date. Any changes must be advised to us as soon as practicable.

You agree that we may collect and use technical data and related information, including but not limited to technical information about:

- your smartphone and other hardware devices; or
- your systems and other application software,

to facilitate the provision of software and other updates to the Site.

SPRK Mode provides access to additional features for eligible Parents with teenagers. If you activate SPRK Mode in the Spriggy App in accordance with the Product Terms and Conditions, you will also be provided with the SPRK Privacy Statement which provides information on how Spriggy handles personal information in connection with SPRK Mode (you can see this document at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms)). SPRK Mode includes a peer-to-peer transfer feature, which enables other SPRK Mode users to make payments to your teenager's Prepaid Card in accordance with the Product Terms and Conditions. They can do so if your teenager provides their profile name or personalised QR code to that user, or by searching for your teenager if they know your teenager's profile name or mobile number (including if they optionally choose to sync their contact list and your teenager's mobile number is in their contact list). In these circumstances, a user will be able to infer that your family hold a Spriggy family membership, but none of your personal details will be shared by Spriggy.

In accordance with the Privacy Act 1988 (Cth), we must comply with the Australian Privacy Principles. You have the right to lodge a complaint if you believe we have breached the Australian Privacy Principles. For details on how you may complain about a breach and how Spriggy deals with complaints, please refer to our Privacy Policy available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

If you would like a copy of our Privacy Policy to be sent to you, please contact us through the Spriggy App or Spriggy Website.

## 6. Third party links and materials

There may be links to other sites within the Sites. While we reasonably believe that these third parties are reliable sources of information, we cannot guarantee that this information will always be accurate, up-to-date or complete. You agree that:

- those links are provided for information only and may not remain current or be maintained;
- we are not responsible for the content or privacy practices associated with linked sites and have no control over those sites; and
- those links are not an endorsement, approval or recommendation by us of the owners or operators of linked sites, or of any information, graphics, materials, products or services referred to or contained on linked sites.

You acknowledge any third-party materials appearing on a Site including blog posts or articles provided by others are not necessarily controlled or monitored by us and the views expressed are not necessarily ours.

Third party websites are not subject to our Privacy Policy. We suggest that you read the privacy policy relevant to a third party website that you may access through the Sites.

## 7. Copyright and Intellectual Property Notices

### Copyright and trademark notices

Unless expressed to the contrary all copyright, trademarks and other intellectual property rights contained in a Site and the materials appearing on it are owned or licensed by us and may not be reproduced, stored, adapted, uploaded to a third party system or used without our prior written consent. None of our trademarks, registered or otherwise, may be used without our prior, specific, written permission.

A Site may also contain trademarks of our affiliates or third parties including advertisers, sponsors and customers. The use or misuse of these trademarks, unless expressly authorised, is prohibited. Our use of a trademark on a Site is not intended to indicate any association with, or endorsement by, the owner of that trademark.

### We own or control, and reserve, all rights

Unless otherwise indicated, all rights, including copyright, in the content and compilation of the web pages and online images including text, graphics, logos, button icons, video images, audio clips and software comprising the Site are owned or controlled, and are reserved, by us.

This does not apply to the software in the Sites which is provided by third parties to us subject to open source software licences (**Open Source Software**). The Open Source Software is licensed to you on the terms of the applicable open source software licence. Please see the 'Settings' screen of the Spriggy App for a copy of those licences.

### Brand Marks

Apple, the Apple logo, Apple Pay and App Store are trademarks of Apple Inc., registered in the U.S. and other countries and regions.

Google, Google Play and the Google and Google Play logos are trademarks of Google LLC.

Visa and the Visa brand mark are registered trademarks of Visa Worldwide Pte Limited.



## 8. User Conduct

While you are a registered user of the Spriggy App, we grant you a personal, non-exclusive, non-transferable, limited and revocable licence to use the Spriggy App on that device for personal use in accordance with these Terms and any applicable terms and conditions imposed by the Apple App Store or Google Play Store (as applicable).

### Lawful and authorised use only

You must only use a Site for lawful purposes and for the purposes explicitly outlined and authorised in the Site, including in these Terms. If any part of a Site requires you to provide a username and password to access or use any part of the Site, you must keep that username and password confidential and not provide them to anyone else. You must immediately change your password and let us know if you believe your password is known to someone else or is at risk of unauthorised use.

You are authorised to:

- download and view content;
- register your interest in receiving further information from us in relation to products or services we may offer you (or invite offers from you) in the future; and
- use the software included in a Site for your own personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. You must not exploit any of our Site materials for commercial purposes without our prior written permission.

You are not authorised to copy, broadcast, reproduce, republish, store (in any medium), transmit, broadcast, distribute, sell, lease, licence, show or play in public, adapt or change in any way the content of, or create a derivative work from, the Site for any other purpose unless we have provided prior written consent and you have also received permission of any other relevant rights' owner. You must not copy, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Site.

This prohibition does not extend to materials on a Site that are defined as freely available for re-use or replication, subject to conditions we specify. Any contributions made by you to the Site must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions);
- not be misleading or deceptive; and
- comply with applicable law in any country from which they are made.

### General prohibitions

You must not use or contribute to a Site, or any tools or applications offered through a Site, in a manner that:

- violates or infringes the rights of others including their intellectual property, privacy and publicity rights;
- is unlawful, fraudulent, threatening, discriminatory, sexually explicit, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
- encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law;
- impersonates any person or misrepresents your identity or affiliation with any person (including us);

- transmits or procures the sending of any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation including spam;
- affects the functionality or operation of the Site or its servers or the functionality or operation of any users' computer systems (for example, by transmitting a computer virus or other harmful component, knowingly or otherwise); or
- breaches any standards, content requirements or codes of any relevant authority, including authorities that require us to take remedial action under any applicable industry code.

In accordance with section 3.B of these Terms, we have the right to restrict your access to a Site if, in our opinion (acting reasonably), you have failed to comply with any of these prohibitions. We also reserve the right to remove and delete any content you put on the Site if we reasonably consider it breaches any of these prohibitions.

### **Your responsibilities under laws affecting you**

You are responsible for ensuring your use of the Sites is lawful, does not infringe any third party's rights and does not breach any standards, content requirements or codes promulgated by any relevant authority (including relevant internet industry codes of practice).

## **9. Contacting us and complaints**

If you have any feedback, questions or concerns in relation to these Terms or the Sites or any services provided by Spriggy in the Spriggy App, please contact our customer support team at:

Email: [hello@spriggy.com.au](mailto:hello@spriggy.com.au)

Spriggy App: via the contact us function in the Spriggy App

Website: [www.spriggy.com.au](http://www.spriggy.com.au)

Post: Level 1, 66 King Street, Sydney NSW 2000

For complaints, we'll acknowledge your complaint within 1 working day and aim to resolve your complaint within 30 days.

### **If we don't resolve your complaint**

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

GPO Box 3

Melbourne VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)

Telephone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Please note that AFCA will not generally review your complaint unless you've first contacted Spriggy and the complaint has been investigated.

## **10. Changes to these Terms**

We may make changes to these Terms. Updates to the Terms that we reasonably consider are not materially adverse to you may be made without notifying you but by updating the version of the Terms that is available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms) and the changes will take effect from the date the updated version is posted on the website. This includes that we may increase our fees or introduce new fees without notice to you, but only if the fee increase or new fee will not apply to you.



The Terms available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms) will be the latest version and will be available at no cost to view. You may also request a paper or electronic copy free of charge by contacting Spriggy.

Where we make changes to these Terms which we reasonably consider may be materially adverse to you, or will result in an increase to a fee that is payable by you, we will provide at least 30 days' prior notice of the change or variation. If you wish to terminate this agreement as a result of any change or variation Spriggy makes to these Terms that is materially adverse to you, you may do so in accordance with section B.3.

## 11. Miscellaneous

### No waiver

No delay or failure to act in accordance with these Terms will be construed as a waiver of or in any way prejudice, any of a party's rights.

### Assignment and transfers

You may not assign or otherwise transfer your rights or obligations under these Terms without our prior written consent.

Spriggy may assign or otherwise transfer its rights or obligations under these Terms without your prior consent to any of its affiliates or any third party. Where Spriggy assigns or otherwise transfers its rights or obligations under these Terms, we will provide you with reasonable notice. If you do not agree to this, you can terminate this agreement in accordance with section B.3 of these Terms. If you do not terminate or you otherwise continue to use the Sites after 30 days following our notice to you, you will be deemed to have accepted the assignment or transfer.

### Applicable law

The Sites, excluding any linked third-party sites, are controlled by us from Australia.

These Terms are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

### Unenforceable terms

If any of these Terms are found by a court to be invalid or unenforceable, they may be severed and the invalidity or unenforceability will not affect the validity or enforceability of the remaining Terms.

### No offers where illegality arises

Nothing on the Sites constitute an offer to provide goods or services in any jurisdiction if doing so would contravene the laws of that jurisdiction.

### Sites or content may be unlawful outside Australia

If you access the Sites from outside Australia, you do so at your own risk and accept responsibility for ensuring or confirming compliance with all laws that apply to you because of that access or any consequent transactions or dealings with us.

### Notices

You consent and agree to receive communications and notices in relation to the Sites and these Terms electronically (including via the Spriggy App, by email or by post). Any notice or document may be given by Spriggy sending it to your last known postal or email address. If the notice or document is sent to your last known postal address, it is taken to have been received on the date it would have been delivered in the ordinary course of the post.

If you want a hard copy of these Terms, please contact us.

# Definitions

**Additional Parent User** means an additional parent, family member or close friend authorised by a Parent for certain purposes in connection with a Child in accordance with the PDS and Product Terms and Conditions.

**Adjustment Fee** means the fee set out in the 'Moving up Pricing Tiers' section in section B.2 of these Terms.

**Annual Spriggy Membership Fee** means the applicable annual Spriggy membership fee, as set out in section B.2 of these Terms.

**Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in New South Wales.

**Child** means the individual who is issued with a Prepaid Card, at the request of a Parent.

**Common Terms and Conditions** means the Indue general terms and conditions which apply to both the Parent Wallet and Prepaid Card as set out in Part 3 of the Product Terms and Conditions, which are accessible at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

**Connected Account** means the payment method that is nominated by you as the "Connected Account" in the Spriggy App and which can be used to top up your Parent Wallet, and pay the Annual Spriggy Membership Fee to Spriggy.

**Contribution Link** means the [spriggy.me](http://spriggy.me) link that allows family, friends or other third parties to pay directly to the Prepaid Card, using the Payment Service Providers.

**Expiry Date** in relation to the Parent Wallet means the expiry date displayed in the Spriggy App in the Parent Wallet information screen, and in relation to the Prepaid Card means the expiry date printed on the Prepaid Card.

**Family-based Pricing Plan** is the pricing plan described in section B.2 of the Previous Terms.

**Fee Payment Date** has the meaning given in section B.2 of these Terms, as applicable.

**Indue** means Indue Ltd ABN 97 087 822 464, AFSL 320204, being the issuer of the Parent Wallet and Prepaid Card.

**Multiple Children Pricing Tier** is the pricing tier described in the 'Pricing Tiers' section in section B.2 of these Terms.

**One Child Pricing Tier** is the pricing tier described in the 'Pricing Tiers' section in section B.2 of these Terms.

**Parent** means the parent or guardian individual who registers for the Sites.

**Parent Wallet** means the reloadable Visa prepaid non-cash payment facility issued to the Parent or Additional Parent User in accordance with the PDS.

**Parent Wallet Terms and Conditions** means the Indue terms and conditions of the Parent Wallet as set out in Part 1 of the Product Terms and Conditions, which are accessible at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

**Payment Service Providers** means the third party service providers that will process: (i) transfers from the Parent's nominated valid account via direct debit, Visa and Mastercard debit cards, or other payment methods to the Parent Wallet; or (ii) in the case of a Contribution Link, transfers from the contributor's nominated payment method to the Prepaid Card. These may include IntegraPay Pty Ltd (ABN 63 135 196 397), PayPal Australia Pty Limited (ABN 93 111 195 389) and Stripe Payments Australia Pty Ltd (ABN 66 160 180 343).

**PDS** means the Product Disclosure Statement issued by Indue for the Parent Wallet and Prepaid Card, which is viewable at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

**Per Child Pricing Plan** is the pricing plan described in section B.2 of the Previous Terms.

**Prepaid Card** means the Reloadable Visa Prepaid Card issued by Indue.

**Prepaid Card Terms and Conditions** means the Indue terms and conditions of the Prepaid Card as set out in the Part 2 of the Product Terms and Conditions, which are accessible at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

**Previous Terms** means the previous version of these terms and conditions dated 13 December 2023. If you would like an electronic or hard copy of these terms, please reach out via the Spriggy App and we will provide one at no charge.

**Pricing Tiers** are the pricing tiers described in the 'Pricing Tiers' section in section B.2 of these Terms.

**Product Terms and Conditions** means the Indue document which includes each of the Parent Wallet Terms and Conditions, the Prepaid Card Terms and Conditions and the Common Terms and Conditions which is available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

**Renewal Fee Payment Date** has the meaning given in section B.2 of these Terms, as applicable.

**Sites** has the meaning given in the 'Important information' section at Section A of this document.

**Spriggy** means Rivva Pty. Ltd. ABN 86 603 542 918 AFSL 513762.

**Spriggy App** means the mobile application(s) operated by Spriggy that (among other things) allows Parents to register for the Spriggy family membership, and apply for or request the Parent Wallet and Prepaid Card(s) (as applicable) to be issued by Indue, as updated or amended from time to time. For the avoidance of doubt, for the purposes of these Terms, this does not include those parts and functions of the mobile application that relate to the Spriggy Mobile Products and Services (which are governed by separate terms, see [www.spriggy.com.au/mobile/terms](http://www.spriggy.com.au/mobile/terms)).

**Spriggy family membership** means the membership for access to and use of the Sites and certain customer services to be provided by Spriggy that is created by the Parent by registration on the Sites, and **Spriggy family members** has a corresponding meaning.

**Spriggy Mobile** means Fastter Pty Ltd trading as Spriggy Mobile (ABN 39 667 581 740) and/or its related bodies corporate (as applicable). Spriggy Mobile may offer mobile plans and associated mobile services from time to time.

**Spriggy Mobile Products and Services** means the products and services that may be provided by Spriggy Mobile from time to time, and all associated functionality, experiences and services. For more information, see [www.spriggy.com.au/mobile](http://www.spriggy.com.au/mobile).

**Spriggy Mobile Sites** means the relevant part(s) of the Spriggy App, and the Spriggy Mobile website available at [www.spriggy.com.au/mobile](http://www.spriggy.com.au/mobile), to the extent they relate to the Spriggy Mobile Products and Services. For the avoidance of doubt, access to and use of the Spriggy Mobile Sites in connection with the Spriggy Mobile Products and Services is subject to separate terms and conditions, see [www.spriggy.com.au/mobile/terms](http://www.spriggy.com.au/mobile/terms).

**Spriggy Pocket Money Products and Services** means the Parent Wallet and Prepaid Card products issued by Indue, and all associated functionality, experiences and services relating to those products that may be available via the Spriggy App and/or the Spriggy Website from time to time. This includes without limitation any associated product and app features (such as SPRK Mode or the ability to set jobs), customer services, and any promotional offers or competitions, that may be made available by Spriggy or Indue from time to time.

**Spriggy Terms and Conditions** means these terms and conditions which are viewable at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

**Spriggy Website** means the relevant part(s) of the website operated by Spriggy in connection with the Spriggy Pocket Money Products and Services that (among other things) allows Parents to register for the Spriggy family membership, and apply for or request the Parent Wallet and Prepaid Card (as applicable) to be issued by Indue. The website is viewable at [www.spriggy.com.au](http://www.spriggy.com.au).

**SPRK Mode** has the meaning given in the Product Terms and Conditions.

**Terms** has the meaning given in section B.1 of these Terms.

**We, us, our** means Spriggy.

**You, your** means the Parent or Additional Parent User, as the context requires.

In these Terms, unless otherwise indicated:

- one gender includes the other;
- the singular includes the plural and the plural includes the singular;
- a party named in these Terms includes the party's executors, administrators, successors and permitted assigns;
- money is referring to Australian Dollars unless otherwise stated;
- "including" and similar expressions are not words of limitation;
- where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- headings and any table of contents or index are for convenience only and do not form part of these Terms or affect its interpretation;
- if an act must be done on a specified day which is not a Business Day, it must be done on the next Business Day;
- if a party consists of more than 1 person, the terms and conditions set out in these Terms bind each of them separately and 2 or more of them jointly and severally;
- an obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.