



# Spriggy

# Terms and Conditions



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# A. Important information

These Spriggy Terms and Conditions were last updated on 21 May 2026.

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

## 1. About Spriggy

Spriggy (**we** and **us**) is the operator of the Sites, and holds an Australian financial services licence, number 513762.

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.

Spriggy distributes and promotes the Parent Wallet and the Prepaid Card.

Spriggy Invest, a wholly owned subsidiary of Spriggy, has been appointed by Betashares as the distributor of the Invest Product and provides certain financial services in relation to the Invest Product. The Invest Product is part of the Betashares Invest Fund (ARSN 667 811 627), an IDPS-like scheme, which is registered with ASIC.

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.

## 2. About Indue

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 Parent Wallet and Prepaid Card PDS and the Parent Wallet and Prepaid Card Product Terms and Conditions (collectively **Parent Wallet and Prepaid Card PDS and Product Terms and Conditions**). Indue is responsible for the Parent Wallet and Prepaid Card PDS and Product Terms and Conditions. You can access these 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 Parent Wallet and Prepaid Card PDS and Product Terms and Conditions prevail in the event of any inconsistency between information on the Sites and information contained in the Parent Wallet and Prepaid Card PDS and Product Terms and Conditions. You agree the Parent Wallet and Prepaid Card PDS and Product Terms and Conditions and any other information relating to the financial products may be provided to you electronically.

## 3. About Betashares

Betashares is the issuer and responsible entity of the Invest Product.

Betashares is responsible for the Invest PDS and operates the Invest Product. Before making an investment decision, read the Invest PDS and Target Market Determination (TMD) to consider if the product is right for you. You can access the Invest PDS and the applicable terms through the Spriggy App and at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

The Invest PDS prevails in the event of any inconsistency between information in these Terms, on the Sites and information contained in the Invest PDS. You agree the Invest PDS and any other information relating to the Invest Product may be provided to you electronically.

## 4. 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 and the Invest Product. 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, the Prepaid Card and the Invest Product.

## 5. 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 and the Invest Product.

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 Sites in connection with the Spriggy Pocket Money Products and Services and the Invest Product. 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).

## 6. Fees

The fees and charges connected with the use of the Sites in connection with the Spriggy Pocket Money Products and Services and the Invest Product (currently, the Annual Spriggy Membership Fee and the Subscription Fee if applicable) are set out in section B.2. By registering for the Sites, you agree to pay any related fees and charges to Spriggy as set out in these Terms.

When you register, you select a Plan. Each Plan has its own Annual Spriggy Membership Fee, features, number of permitted children and other parameters available at [www.spriggy.com.au/pricing](http://www.spriggy.com.au/pricing). Your selected Plan, and the Annual Spriggy Membership Fee that applies to it, will be confirmed to you when you register, and before each Renewal Fee Payment Date. You can view your Plan at any time in the Spriggy App.

Spriggy may make changes to your Plan or to the Annual Spriggy Membership Fee that applies to it, or retire your Plan, from time to time in accordance with section B.10 below. Further information about Plans, including how changes and retirements will be notified to you, is set out in section B.2.

The Plans that Spriggy offers may change from time to time, and Spriggy does not guarantee that any particular Plan will continue to be offered in the future. Other fees and costs relating to the Products are set out in the relevant PDS.

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 or your access to certain features or Products available through the Sites in accordance with section B.3 below.

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

You can terminate this agreement at any time by giving us 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.

If you have access to the Invest Product, you must ensure that all investments held in your Invest Account have been sold down, the proceeds have been withdrawn and the balance of your Invest Account is zero before this agreement can be terminated in accordance with section B.3 of these Terms.

## 8. 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. 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.

Changes may also be made to the Products from time to time by the relevant Product Provider. Those changes will be governed by the relevant disclosure documents and the relevant terms and conditions.

# 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). These Terms govern your use of the Sites.

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 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 and access Products made available through 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 have successfully completed the registration process for the Spriggy App (including accepting these Terms and setting a password or PIN as required).

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 advance notice to you, Spriggy may block the use of the superseded version(s) of the Spriggy App; and
- where Spriggy has provided reasonable advance 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 version(s) of the Spriggy App.

### **Identity verification**

Spriggy, Spriggy Invest, or a Product Provider may require you to complete identity verification and associated checks to its reasonable satisfaction to comply with their legal, regulatory or risk management obligations before granting access to the Products or functionality available through the Spriggy App. This may include providing Spriggy, Spriggy Invest, or a Product Provider with information (including source of funds / source of wealth information), identification documentation and completing biometric verification.

From time to time, Spriggy, Spriggy Invest, or a Product Provider may request you to provide reasonable additional information (including source of funds / source of wealth information) and identification documentation to comply with their legal, regulatory or risk management obligations.

You agree to promptly provide that information or documentation if requested to do so by Spriggy, Spriggy Invest, or a Product Provider.

### **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 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 or the availability of any Products made available through 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 (including any Products issued by a Product Provider); 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 and access to certain Products made available through 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 and your selected Plan.

The Annual Spriggy Membership Fee that applies to each Plan, and the features, number of permitted children and other parameters of each Plan, are set out at [www.spriggy.com.au/pricing](http://www.spriggy.com.au/pricing). Your selected Plan and the Annual Spriggy Membership Fee that applies to it will be confirmed to you when you register, and before each Renewal Fee Payment Date. You can view your Plan at any time in the Spriggy App.

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.

### Plans

The Annual Spriggy Membership Fee payable is determined by the Plan you select. Each Plan has its own Annual Spriggy Membership Fee, features, number of permitted Children and other parameters. The Annual Spriggy Membership Fee and other details of each Plan currently offered by Spriggy are set out at [www.spriggy.com.au/pricing](http://www.spriggy.com.au/pricing).

The Plans offered by Spriggy may change from time to time. Spriggy does not guarantee that any particular Plan will continue to be offered, and Spriggy may introduce new Plans, or change or retire existing Plans, at any time. Changes to your Plan are governed by this section B.2 and section B.10.

Some Plans include access to the Invest Product. A Subscription Fee will apply where the balance of an Invest Account exceeds the threshold set out in the Invest Subscription Fee Table. See section B.4 (Invest Account Subscription Fees) for more information.

If the Plan you select permits more than one Child, you may add up to the maximum number of Children permitted under that Plan. If you wish to add more Children than your Plan permits, you will need to change to a Plan that accommodates the additional Children, following the in-app prompts in the Spriggy App (if available) or by contacting Spriggy, in each case subject to the successful completion of any verification or other checks reasonably requested. See details on when and how fees are payable in the “Annual Spriggy Membership Fee payment dates” and this section B.2.

## Annual Spriggy Membership Fee payment dates

### Free trial period

#### Free trial period

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 the Parent has registered for the Sites and:

- the Parent holds a Parent Wallet and has added a Connected Account, and the Parent has received and activated at least one Prepaid Card; or
- where the Parent's Plan includes access to the Invest Product, submitted a first investment instruction in relation to the Invest Product.

#### Plan changes during free trial

If the Parent changes Plans during an existing free trial period, the end date of the free trial period will remain unchanged. If the Parent changes Plans after the free trial period has ended, no additional free trial period will apply.

**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 Products, including any fees and charges charged by a Product Provider according to the relevant PDS or additional product terms and conditions. See the relevant 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

#### Fee Payment Date

The first Annual Spriggy Membership Fee will be due and payable in advance on the **Fee Payment Date**.

If we have agreed that the Parent will have an initial free trial period, the Fee Payment Date is the day after the last day of the free trial period.

If we have not agreed that the Parent will have an initial free trial period, the Fee Payment Date is the date on which the Parent has registered for the Sites and:

- the Parent holds a Parent Wallet, has added a Connected Account, and has received and activated at least one Prepaid Card; or
- where the Parent's Plan includes access to the Invest Product, the Parent has submitted a first investment instruction in relation to the Invest Product.

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 Parent Wallet and Prepaid Card Product Terms and Conditions.

## Subsequent Annual Spriggy Membership Fee payments

### Renewal Fee Payment Date

On each subsequent anniversary of the Fee Payment Date (each a **Renewal Fee Payment Date**), the applicable Annual Spriggy Membership Fee will be due and the Parent will be charged the fee, but only if either:

- there is at least one activated Prepaid Card associated with the Parent Wallet, and that Prepaid Card has not reached its Expiry Date. To avoid doubt, if a Prepaid Card has been replaced, the relevant card is the new (replacement) Prepaid Card; or
- the Parent continues to have access to the Invest Product through their Plan, (the **Billing Conditions**)

If the Billing Conditions are not satisfied 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:

- the applicable Annual Spriggy Membership Fee will be due on that date; and
- this date will become the new Renewal Fee Payment Date and subsequent Renewal Fee Payment Dates will be the subsequent anniversaries of this date.

### Changing to a higher-priced Plan

If a Parent changes to a Plan with a higher Annual Spriggy Membership Fee, on the date of the change:

- the difference between the Annual Spriggy Membership Fee under the Parent's existing Plan and the Annual Spriggy Membership Fee under the new Plan (the **Adjustment Fee**) is due and payable to Spriggy;
- the new Plan will apply to the Parent 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 that date.

A change to a higher-priced Plan may occur, for example, where a Parent adds Children and this requires a change of Plan (e.g. because the additional Children are not permitted under the existing Plan), or where a Parent changes to a Plan that includes access to additional features or Products.

The amount of the Adjustment Fee payable at that time will be pro-rated, depending on the date of the change of Plan 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 example below:*

#### Example – Changing to a higher-priced Plan

Suppose a Parent is on a Plan ('Plan A') with an Annual Spriggy Membership Fee of \$X, and the Parent changes to a Plan ('Plan B') with an Annual Spriggy Membership Fee of \$Y, where \$Y is greater than \$X. The full Adjustment Fee is the difference between the two fees (that is, \$Y - \$X).

If the change takes effect halfway through the Parent's current annual membership period, the pro-rated Adjustment Fee payable at the time of the change would be approximately half of the full Adjustment Fee (subject to rounding).

From the date of the change, 'Plan B' applies to the Parent, and on the next Renewal Fee Payment Date the Annual Spriggy Membership Fee for 'Plan B' will be charged. A request to change to a higher-priced Plan that has been submitted in accordance with this section will be treated as a cancellation of any pending request to change to a lower-priced Plan.

### **Changing to a lower-priced Plan**

If a Parent requests a change to a Plan with a lower Annual Spriggy Membership Fee, the change will take effect on the Parent's next Renewal Fee Payment Date. Until that date, the Parent will continue on their existing Plan and retain access to all features and Products included in that Plan. From the next Renewal Fee Payment Date, the new (lower-priced) Plan will apply, and the Annual Spriggy Membership Fee for the new Plan will be payable annually from that date in accordance with the "Subsequent Annual Spriggy Membership Fee payments" section above.

A change to a lower-priced Plan may occur, for example, where a Parent removes one or more Children and this results in a change of Plan (e.g. because a Plan with fewer Children is available at a lower price), or where a Parent requests to change to a Plan that does not include access to certain features or Products.

A Parent may cancel a requested change to a lower-priced Plan at any time before the next Renewal Fee Payment Date by contacting Spriggy. If the request is cancelled, the Parent's existing Plan will continue to apply on and from the next Renewal Fee Payment Date in accordance with the 'Subsequent Annual Spriggy Membership Fee payments' section above.

Where a Parent has requested to change from a Plan that includes access to the Invest Product to a Plan that does not include access to the Invest Product, the change will only take effect on the next Renewal Fee Payment Date, if on that date:

- the Parent has sold down all investments held in their Invest Account and withdrawn the proceeds to the relevant bank account; and
- the balance of the Invest Account is zero.

Spriggy will provide reasonable notice to the Parent in advance of that next Renewal Fee Payment Date so that the Parent has the opportunity to satisfy those conditions before that date. If those conditions are not satisfied on the next Renewal Fee Payment Date, the Parent will continue to be treated as being on their existing Plan for the purposes of these Terms, and the requested change will not take effect. The Parent may submit a new request to change to a lower-priced Plan at any time in accordance with this section.

### **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 or payment authorities we reasonably require in relation to these fees and charges.

Spriggy will deduct the applicable fees and charges under these Terms from the Payment Account on the due date, or a date after the due date as reasonably advised to you in writing by Spriggy. The Parent authorises Spriggy to debit the applicable fees from any Payment Account nominated or authorised by the Parent from time to time. You should make sure that you have sufficient funds in your Payment 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 Payment 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 one or more of your Payment Accounts 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 payable to Spriggy under these Terms from time to time, including by changing the Annual Spriggy Membership Fee for a Plan, changing the Plans offered by Spriggy, or introducing fees or charges for new Plans, Products or features. Any such changes will be made in accordance with section B.10 and, where the change relates to Plans, the "Plans" section above. 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 to do so.

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 the Parent Wallet and Prepaid Card PDS.

Fees and costs charged by Betashares in relation to the Invest Product are detailed in the Invest PDS.

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

You can view each of the relevant PDS at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

## **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 (provided that you have not submitted an investment instruction in relation to the Invest Product at or prior to the time of your refund request). 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.

If you have access to the Invest Product, you must ensure that all investments have been withdrawn and the balance of your Invest Account is zero before this agreement can be terminated.

### **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 Parent Wallet and Prepaid Card PDS and Product Terms and Conditions which are available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms). If you have access to the Invest Product, you cannot terminate this agreement until all investments in your Invest Account have been sold down, the proceeds have been withdrawn and the balance of your Invest Account is zero.

### **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 Parent Wallet and Prepaid Card 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 Parent Wallet and Prepaid Card PDS, this agreement will also terminate at that time, provided that, if you also have access to the Invest Product, all investments have been withdrawn and the balance of your Invest Account is zero.

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 Parent Wallet and Prepaid Card PDS and Product Terms and Conditions which are available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

### **Effect of terminating access to the Invest Product**

The Invest Product can only be accessed through the Spriggy App. If you have an Invest Account and this agreement is terminated or your access to the Invest Product is cancelled, you will no longer be able to submit instructions through the Spriggy App in relation to the Invest Product.

Before your access to the Invest Product can be terminated and your Invest Account is closed, you must submit withdrawal requests for all investments held in your Invest Account and the balance of your Invest Account must be zero. If withdrawal requests are still being processed, termination of your access to the Invest Product will only take effect once those withdrawal requests have been completed and the balance of your Invest Account is zero.

Any withdrawal requests you submit will be submitted to Betashares for processing in accordance with the Invest PDS. Any amounts withdrawn from your Invest Account, including proceeds from the sale of investments and any remaining Invest Account balance, will be paid to your nominated bank account in accordance with the Invest PDS.

Further information about the operation of the Invest Product, including withdrawals and closing your Invest Account, is set out in the Invest PDS 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 or any Product at any time based on the circumstances set out in these Terms, a relevant PDS or otherwise 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, the Adjustment Fee, or the Subscription Fee by the applicable 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 or any Product;
- you refuse to cooperate in an investigation, payment or other verification activity or provide adequate identification documentation or additional information or documentation where reasonably requested;
- we consider in our sole discretion that your use of the Sites or a Product poses a material security, business or fraud risk to Spriggy;
- we, Spriggy Invest, or a Product Provider are unable to complete identity verification and associated checks to our reasonable satisfaction to comply with legal, regulatory or risk management obligations; or
- it is reasonably necessary to comply with financial crimes arrangements or to manage risk;
- we, Spriggy Invest, or a Product Provider reasonably consider that allowing you access to the Sites or any Product would result in a breach of applicable laws including relating to sanctions or money laundering and terrorism financing; or
- any event occurs which has the effect of making or declaring it unlawful for Spriggy to offer the Sites or to facilitate access to any Product 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 or restrict your ability to access or submit instructions in relation to one or more Products.

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. Payments and use of payment service providers

You may provide instructions via the Spriggy App for payments to be made using Payment Service Providers in connection with the Products available through the Spriggy App. Payments in connection with the Spriggy Pocket Money Products and Services and the Invest Product operate differently and are described separately below.

##### Payments for the Spriggy Pocket Money Products and Services

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 or PayTo 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 in connection with direct debit payments for the Spriggy Pocket Money Products and Services 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.

If you choose to top-up via PayTo, you will also establish a PayTo payment agreement that will be subject to the PayTo Customer Service Agreement and your Bank's terms of service.

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. For top-ups made by PayTo it can take up to 2 business days for the funds to be received in your Parent Wallet, but it will usually be much faster than this; Spriggy and Indue are 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 Parent Wallet and Prepaid Card PDS) or otherwise in accordance with the Parent Wallet and Prepaid Card PDS and 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.

### **Payments for the Invest Product**

Before you can submit an investment instruction for the Invest Product, Spriggy requires you to establish a PayTo payment agreement linked to your bank account through the Spriggy App. That PayTo payment agreement will be subject to the PayTo Customer Service Agreement and your Bank's terms of service.

When you submit an investment instruction through the Spriggy App:

- the associated payment will be initiated under that PayTo payment agreement; and
- the funds will be transferred from your bank account to the cash account associated with your Invest Account in accordance with the Invest PDS.

Spriggy Invest facilitates the submission of investment instructions and payment requests but does not receive or hold those investment funds.

Payments made under a PayTo payment agreement may not be processed where:

- the payment cannot be authorised by your bank;
- the payment would breach applicable payment limits or security controls;
- verification or compliance checks cannot be completed; or
- processing is restricted to comply with applicable law or regulatory requirements.

Payments under a PayTo agreement may be processed through a Payment Service Provider. Most payments initiated under a PayTo payment agreement will be received in the cash account associated with your Invest Account approximately two Business Days after you have submitted your investment instruction. However, in some circumstances it may take up to five Business Days for those funds to be received by Betashares.

### **Withdrawals from the Invest Product**

If you wish to withdraw funds from your Invest Account, you must submit a withdrawal request through the Spriggy App. Your withdrawal request will be submitted to Betashares for processing in accordance with the Invest PDS. Proceeds from the sale of investments and any cash balance in your Invest Account will be paid directly by the Product Provider to your source bank account. This will ordinarily be the bank account used to establish your PayTo payment agreement. Processing times may vary, however withdrawal requests may typically take up to two business days to be completed, subject at all times to verification requirements of Spriggy and/or Betashares.

### **Invest Account Subscription Fees**

Spriggy may charge you a tiered subscription fee (Subscription Fee) where the balance of an Invest Account exceeds a balance threshold (Balance Threshold). The Subscription Fee, including the Balance Threshold, method of calculation and tiers, is set out in the Invest Subscription Fee Table available in the Spriggy App or at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms). The Subscription Fee is charged by Spriggy in relation to your use of the Sites and access to the Invest Product. This fee is not charged by Betashares. Fees and costs charged by Betashares can be found in the Invest PDS.

The Subscription Fee payable (if any) is determined by reference to the balance of the Invest Account as at the last calendar day of each calendar month in accordance with the annual percentage rates set out in the Subscription Fee Table. Fluctuations in the balance of the Invest Account during a calendar month will not affect the calculation for that calendar month.

If a Parent holds more than one Invest Account, each Invest Account will be assessed separately for the purposes of calculating the amount of Subscription Fee payable (if any). Balances across multiple Invest Accounts will not be aggregated.

The Subscription Fee is calculated on a pro-rated calendar month basis and will be charged monthly to the Parent's Payment Account. By using the Invest Product, the Parent authorises Spriggy to debit the Subscription Fee from the Parent's Payment Account within a reasonable period after the end of the relevant calendar month.

If Spriggy is unable to successfully debit the amount of the Subscription Fee payable from the Parent's Payment Account, Spriggy may retry the debit, otherwise notify the Parent of alternative payment arrangements, or restrict your access to the Sites or any Product at any time.

## 5. Privacy

In order to provide you with access to the Sites and Products, 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 and Products to you.

Any personal information that we collect in connection with your access to the Sites and Products 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 and Products.

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 Parent Wallet and Prepaid Card 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 (available 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, including to sites made available by Product Providers. 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 Product Providers, 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.

Other trademarks, service marks, logos and brand features that may appear on the Sites may be owned by Spriggy, Product Providers or other third parties. All such brand marks remain the property of their respective owners. Nothing in these Terms grants you any right or licence to use any such brand marks without the prior written consent of the relevant owner.

## 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 B.3 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 under these Terms, 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 your complaint relates to a Product provided by a Product Provider, we may refer your complaint to the relevant Product Provider so that it can be investigated and responded to.

### **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**

### **Changes and updates**

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.

### **Transition from prior Pricing Tiers**

From the date these Terms take effect, a Parent who was registered on a Pricing Tier under the previous terms is taken to be on the Plan that corresponds to that Pricing Tier. The Annual Spriggy Membership Fee, features, number of permitted Children and other parameters of that Plan remain as they were under the corresponding Pricing Tier, and will continue to apply unless and until varied in accordance with these Terms.

## **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 Parent Wallet and Prepaid Card PDS and Product Terms and Conditions.

**Adjustment Fee** means the fee set out in the 'Changing to a higher-priced Plan' section in section B.2 of these Terms.

**AFCA** means the Australian Financial Complaints Authority.

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

**ASIC** means the Australian Securities and Investment Commission.

**Australian Consumer Law** means the Competition and Consumer Act 2010 (Cth).

**Balance Threshold** has the meaning given in Section B.4 of these Terms.

**Betashares** means Betashares Capital Ltd ABN 78 139 566 868, Australian financial services licence 341181, being the issuer and responsible entity of the Invest Product.

**Billing Conditions** has the meaning given in section B.2 of these Terms, as applicable.

**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 and for whom subsequently a Parent may nominate as the child for an Invest Account.

**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 Parent Wallet and Prepaid Card Product Terms and Conditions, which are available 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.

**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), an 'authorised deposit-taking institution' under the Banking Act 1959 (Cth), Australian financial services licence 320204.

**Invest Account** means the account established for you in connection with the Invest Product, which may be associated with a Child nominated by the Parent.

**Invest PDS** means the product disclosure statement issued from time to time by Betashares Capital Ltd in relation to the Invest Product.

**Invest Product** means interests in Spriggy Invest which is part of the IDPS-like scheme known as Betashares Invest Fund (ARSN 667 811 627), accessible through the Spriggy App.

**Parent** means the parent or guardian individual who registers for Spriggy family membership. Also known as the Primary Parent in the Parent Wallet and Prepaid Visa Card PDS and Product Terms and Conditions.

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

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

**Parent Wallet and Prepaid Card PDS and Product Terms and Conditions** means collectively the Parent Wallet and Prepaid Card PDS and the Parent Wallet and Prepaid Card Product Terms and Conditions

**Parent Wallet and Prepaid Card 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).

**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 is available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

**Payment Account** means a Connected Account or the nominated bank account used by a Parent to make payments via PayTo in relation to an Invest Account.

**PayTo** means a secure payment method that lets you use your PayID, or BSB and account number to pay.

**Payment Service Providers** means the third-party service providers that will process: (i) transfers from the Parent's nominated valid account via direct debit or PayTo, Visa and Mastercard debit cards, or other payment methods to the Parent Wallet; (ii) PayTo instructions for the Invest Product, or (iii) 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).

**Plan** means a subscription offering made available by Spriggy from time to time, comprising an Annual Spriggy Membership Fee, features, number of permitted Children and other parameters. A reference to a Parent's Plan is a reference to the particular Plan selected by or applicable to that Parent from time to time in accordance with these Terms. Currently available Plans can be found at [www.spriggy.com.au/pricing](http://www.spriggy.com.au/pricing).

**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 Parent Wallet and Prepaid Card Product Terms and Conditions, which is available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms).

**Pricing Tiers** has the meaning given in the terms that applied immediately before these Terms took effect.

**Product** means a financial product made available through the Spriggy App, including the Parent Wallet and Prepaid Card and the Invest Product.

**Product Provider** means a third person who issues or provides a Product, including Indue and Betashares.

**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, apply for or request the Parent Wallet and Prepaid Card(s) (as applicable) to be issued by Indue, and apply for and access the Invest Product, 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 Invest** means Spriggy Invest Pty Ltd (ABN 21 639 671 926), an authorised representative of Betashares.

**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 offered by or made available by Spriggy 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 available 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 Parent Wallet and Prepaid Card Product Terms and Conditions.

**Subscription Fee** has the meaning given in section B.4 of these Terms.

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

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

**You, your** means the Parent, Additional Parent User or Child, 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.