

*beem\_it*

Product  
Disclosure  
Statement  
and  
Terms and  
Conditions

23/05/2018

## **1. Introduction**

### **1.1. Product issuer name and contact details**

"Beem It" is a facility provided by Commonwealth Bank of Australia ABN 48 123 123 124 (Australian Financial Services Licence Number 234945) through the use of the Beem It app. Our contact details are set out in section 15 (on the last page of this document).

### **1.2. Your contract with us**

In order to become a registered user of the Beem It app, you will need to:

- (a) download the Beem It app;
- (b) agree to the terms and conditions set out in this document;
- (c) provide the information set out in section 3.1 below.
- (d) link your Beem It account to your Visa or Mastercard®\* debit card (that is attached to an account with an Australian bank account as set out in section 3.1 below); and
- (e) receive notification that Beem It has approved you as registered user, after collecting and verifying your identification information.

Once you are a registered user of the Beem It app, the terms and conditions set out in this document will form the contract between you and us and will govern your use of the Beem It app and the Beem It facility.

*\*Mastercard is a registered trademark of Mastercard International Incorporated*

### **1.3. Digital Wallet Pty Ltd**

The Beem It app is made available through our authorised representative, Digital Wallet Pty Ltd ABN 93 624 272 475 (Digital Wallet). Digital Wallet is authorised by us to arrange for the issue of the Beem It facility through the Beem It app and to provide general advice about the facility. Digital Wallet also manages the facility on our behalf. Digital Wallet's contact details are also set out in section 15 (on the last page of this document).

### **1.4. Other documents to read**

- (a) The Code of Banking Practice. This is the banking industry's benchmark for best practice banking standards and the relevant provisions apply to your Beem It facility.
- (b) The Better Banking Book. This booklet provides general information about our banking services, including how we keep your information confidential, our complaint handling procedures and the advisability of reading the terms and conditions that apply to any facility you have with us.

*These documents are available at [commbank.com.au](http://commbank.com.au) or from any of our branches.*

- (c) The ePayments Code. This code governs electronic transactions and we warrant that we will comply with its applicable provisions as they apply to a subscriber. The ePayments Code is published by ASIC and is available at [asic.gov.au](http://asic.gov.au).

## **2. What is Beem It?**

### **2.1. Overview**

- (a) The Beem It app is designed for compatible Android and iOS mobile devices and can be made available to anyone with an approved account.
- (b) An approved account is an account held with an Australian financial institution in the name of the user of the Beem It app. A Visa or Mastercard debit card must be attached to that account.
- (c) The Beem It facility offers a fast, simple and convenient way to pay, receive and request money from people or businesses who are also users of the Beem It app.

## 2.2. Features at a glance

Some key features of the Beem It app are:

- (a) Transact with other registered Beem It users – using the Beem It app, you can send payments to, and receive payments from, other registered Beem It users within Australia using your mobile device.
- (b) Requesting payments – using the Beem It app, you can also send requests for payment to registered users, and then receive a notification when the registered user uses the Beem It facility to make the requested payment to you.
- (c) QR Codes – registered users that are providing goods or services can use the Beem It app to generate a QR code that relates to their goods or services and which other registered users and payers can scan to provide details and request a payment.
- (d) Splitting Bills – using the Beem It app, groups of registered users can divide and allocate amounts owing under a bill. Each user may then pay their agreed share to another registered user, using the Beem It app on their own mobile device.
- (e) Invitations – registered users can invite other people to become registered users of the Beem It facility so as to enable fast payments with more people.

## 2.3. What are the risks?

There are some risks you should consider.

- (a) You need to take care to nominate the correct payment recipient. Payments that are incorrectly directed may not be able to be recovered – treat your Beem It account in the same manner as you would cash – never send money to someone you don't personally know.
- (b) In some cases, you may be liable for unauthorised transactions performed using the Beem It app and for some resulting losses (see sections 3.4 and 6.7 for more information).
- (c) You might not be able to use the Beem It facility when there are disruptions to computer and/or telecommunication systems.
- (d) You will not be able to use the Beem It app if the Beem It app is downloaded on to a device that is not working, or not connected to the internet.
- (e) The Beem It facility relies on the ability to debit amounts from, and credit amounts to, debit cards that are Visa or Mastercard enabled and issued by an Australian bank or other financial institution - see approved accounts at 2.1. The debit card issuer of the payer or recipient may block or suspend the use of this payment service, or an individual transaction, at their discretion.
- (f) If you use the Beem It app to make a request for a payment to a merchant (who is a registered user) for the purchase of goods or services, and the purchased goods or services are defective, are not as described by the merchant or have been misrepresented, or are otherwise unsuitable, you may need to rely on the merchant for any refund (as you may not be able to claim a refund from your debit card issuer - see section 6.3 for more information).
- (g) If you request a payment for products or services performed, and there is a complaint, you may be required to refund the payment (see section 6.4 for more information).
- (h) When you use the Beem It facility to make a payment, the recipient will not be able to tell from their debit card account statement that the payment has come from you. The amount credited to the recipient's account with the recipient's debit card issuer will be shown as a refund made from "Beem It".

### 3 Getting started

#### IMPORTANT WARNING REGARDING FINGERPRINTS

If you store any fingerprints on your mobile device other than your own fingerprints, and if you activate the fingerprint access setting in your Beem It app, you will increase the risk of transactions occurring through the use of your Beem It app in circumstances where you have not agreed to the transaction or where you have not approved it. See section 3.4 for more information about acceptable use of fingerprint identification in the Beem It app.

#### 3.1. Registering for Beem It

- (a) To receive approval from us to use the Beem It facility, you will need to:
  - (i) be an individual or a director acting on behalf of a company;
  - (ii) be an Australian resident with an Australian residential address;
  - (iii) be aged 14 or over;
  - (iv) provide your full name, date of birth, Australian residential address, email address (which must not be an email address already registered to use the Beem It app or someone else's email address) and mobile device number (we store your mobile's device ID and any other information we may require);
  - (v) provide requested details about the company you are acting on behalf of (where applicable);
  - (vi) have, and provide the details for, a Visa or Mastercard debit card that is attached to an account with an Australian bank or other financial institution; and
  - (vii) select a user name that is unique to you, such as: "JoeBlooggs@beemit.com.au."
- (b) If you are a director acting on behalf of a company, you will be required to confirm that you are authorised to act for and on behalf of the company.
- (c) You agree that:
  - (i) Other Beem It users who have your mobile number in their contacts list will be able to see that you are a registered Beem It user; and
  - (ii) If you are referred to Beem It by another registered user, they will be able to see when you register for Beem It.
- (d) You must only use the Beem It app with a compatible iOS or Android device.
- (e) You can only link your mobile number to one user name.
- (f) You can only link a unique debit card to one user name.

*Note: Your Beem It username is not the same as a PayID (used on the New Payments Platform). However, both require the same details, and both can be linked to your mobile number and email address at the same time.*

#### 3.2. Licence

- (a) Subject to these terms and conditions, and while you are a registered user, we grant you a personal, non-exclusive, non-transferable, limited, royalty-free and revocable licence to use the Beem It app on a compatible iPhone or Android mobile device owned by you.
- (b) Any use of the Beem It app (in whole or part) in any other manner, including but not limited to resale, transfer, modification or distribution of the Beem It app, is prohibited.

#### 3.3. Setting up a Beem It PIN and password

- (a) Before you can use the Beem It app, you will need to select a password and 4-digit Beem It access PIN. You will need to select this password and PIN at the time that you register for use of the Beem It app.
- (b) You can change your PIN or password at any time, using the Beem It app.

- (c) We may reject a requested PIN or password, or any email address, at our discretion.
- (d) If you forget your PIN, you can use your password to reset your PIN.

### **3.4. Using fingerprint access**

- (a) The Beem It app may offer a fingerprint access setting, subject to your device type, make and model.
- (b) If you have installed the Beem It app on your mobile device, and fingerprint access is available on that device, you can activate the fingerprint access setting as a substitute for your PIN access. For certain transactions, you may be prompted to enter your PIN as an additional security measure.
- (c) You must not activate, or keep activated, the fingerprint access setting if you store any fingerprints on your mobile device other than your own fingerprints.
- (d) If you do allow anyone else's fingerprints to be stored on your mobile device, and if you activate the fingerprint access setting (despite this being against these terms and conditions):
  - (i) you will be taken to have authorised that person to use your Beem It facility on your behalf;
  - (ii) we will be entitled to treat any transaction request as coming from you; and
  - (iii) you agree that you will be responsible for that person's requests and transactions using the Beem It app.
- (e) If you or someone else changes the fingerprint access settings on your mobile device, then, (as a security measure) fingerprint access to the Beem It app will become disabled and you will be prompted to enter your PIN to log on to the Beem It app. Only re-enable the fingerprint access setting if you are sure that you were the person who made the changes to the fingerprint access settings on your mobile device.
- (f) Fingerprint functionality is technology provided by third parties such as Apple, Google and mobile phone manufacturers. Accordingly we are not responsible for:
  - (i) any malfunction to the fingerprint functionality; or
  - (ii) any changes to the fingerprint technology made by these third parties that impacts the way you access the Beem It app.You will still be able to access the Beem It app using your PIN.
- (g) If you choose to use the fingerprint access for the Beem It app, you'll still need a PIN and must set and protect your PIN in the manner outlined in these terms and conditions.

### **3.5. How to protect your Beem It PIN and password**

- (a) You must act with care in protecting your PIN and password.
- (b) You should:
  - (i) memorise your PIN and password as soon as possible, then destroy or delete any record of them;
  - (ii) disguise any 'prompts' that you use to assist you remember the PIN or password to prevent others from deciphering them; and
  - (iii) regularly change your PIN and password.
- (c) You should not:
  - (i) write down your PIN or password;
  - (ii) keep a copy of them on your computer, or your mobile device;
  - (iii) tell your PIN or password to anyone — not even family or friends;
  - (iv) use your birth date, or a numeric version of part of your name, or a number or word that someone can easily guess, (as doing so may reduce your protection under the ePayments Code, and may make you liable for a relevant unauthorised transaction);

- (v) let anyone see your PIN or password when you're using it; or
- (vi) use an existing PIN that you have for a debit or credit card.

### **3.6. Other things to do to avoid unauthorised transactions**

- (a) Lock your mobile device and take any reasonable steps to stop unauthorised use of the Beem It app or disclosure of your PIN and password details.
- (b) Only install approved applications on your mobile device and never override the software lockdown (i.e. jailbreak or root your device).
- (c) If you believe your mobile device has been lost or stolen, or suspect your Beem It PIN or password has become known to someone else, notify us immediately.
- (d) Notify us and your linked debit card issuer immediately if your card is lost or stolen, you suspect your card details have become known to someone else or your transaction history shows any Beem It transfers you did not make or authorise.

## **4. Using the Beem It app**

### **4.1. Making payments**

- (a) You should take care to nominate the correct recipient of any payments made using the Beem It app as you may not be able to recover a payment directed or sent to someone by mistake.
- (b) You can use the Beem It app to make domestic payments to any other registered user.
- (c) When you instruct a payment to be made to a registered user, you authorise us to debit your nominated debit card for the amount of the requested payment. We then initiate a transfer of the requested payment amount to the nominated account of the recipient.
- (d) You cannot delete or cancel a payment request once it has been made using the Beem It app.
- (e) When a payment is made in accordance with your instruction, the recipient will receive a push notification telling them that a payment has been made under the Beem It facility (so long as they have turned on push notifications). The recipient's account statement with the recipient's debit card issuer will show the payment amount credited to that account as a "Beem It refund". The term "refund" will appear even though the transaction is not in fact a refund in respect of any purchase.
- (f) As the recipient will not see your name or user name in their financial institution's transaction history, you may wish to advise them separately of the payment.
- (g) If for any reason, we are unable to transfer funds to the recipient, we will refund to your card the payment amount (if any) that was debited.

### **4.2. Requesting payments**

- (a) Through the Beem It app, you can request another registered user to make a payment to you.
- (b) Where the recipient has enabled push notifications, they will receive a push notification with your user name so they know who has requested the payment.

### **4.3. Transaction payment limit**

- (a) The maximum amount you can pay through the Beem It app in one day is \$200.
- (b) Any other existing limits on your linked debit card will also continue to apply.

### **4.4. Transaction acceptance limit**

- (a) The maximum amount you can receive through the Beem It app in a month is \$10,000.
- (b) Any other existing limits on your nominated debit card will also continue to apply.

#### **4.5. Keeping track of transactions**

- (a) We will send you a push notification whenever we have made a payment to a recipient on your instructions, so long as you have turned on push notifications.
- (b) You can also check your recent transaction history through the Beem It app or you can check amounts drawn from, or received into, your nominated debit card account with your card issuer at any time.

#### **4.6. Registering and updating your debit card details**

- (a) You can nominate up to three debit cards through which we can draw funds for a payment to a recipient, and you can choose between those cards when requesting that a payment be made to a recipient under the Beem It facility. The maximum amount you can pay through the Beem It app in one day will still be \$200, even where you have nominated and registered more than one debit card with us.
- (b) You will need to make sure you update the details of each debit card you have registered with us (for example, to record the current card expiry date) and that these details remain current.

### **5. Fees and charges**

- (a) There are currently no fees charged by us for using the Beem It facility.
- (b) You will, however, continue to be liable to your card issuer for any fees and charges that the card issuer is entitled to charge in relation to the account to which your debit card is attached. You should consult your account terms with your card issuer if you are uncertain about these fees and charges, and their application.

### **6. What happens if there's a problem?**

#### **6.1. Your responsibility for transactions using the Beem It app**

In general, you're responsible for any losses that occur using the Beem It app, including all transactions made by you or anyone else using the Beem It app. In some circumstances, however, you may be able to obtain a refund of the transaction from your debit card issuer (see section 6.3 below) or from us (see your rights under section 6.7 below).

#### **6.2. Does a transaction look wrong or have you made a mistake?**

You should regularly check the record of your transactions made through the Beem It app, including by checking the transactions shown on your debit card account statement as provided or made available by your debit card issuer. If you identify a mistake or an unauthorised transaction, or if you see anything that you're not sure about, you should contact:

- (a) your card issuer as soon as possible; and
- (b) if the issue relates to an unauthorised use of the Beem It app, contact us as well and as soon as possible (using our contact details set out in section 15 below).

#### **6.3. Applying to your card issuer for a refund**

- (a) If you believe that your debit card has been charged in error, you may be able to get a refund of the transaction from your card issuer. You should see your debit card terms and conditions for details of your chargeback rights.
- (b) In some cases, to claim a refund, you will need to report your concerns straightaway or within a certain time period (e.g. 60 days) to take advantage of card scheme chargeback rights.

**6.4. What happens if the person paying you disputes a transaction?**

- (a) If you receive a payment from a registered user, for example for goods or services you provide, the payer may dispute the transaction (for example if they say the goods or services weren't delivered, or they did not authorise the transaction).
- (b) If the payer disputes the transaction, we may be required under card scheme rules or otherwise choose to return the funds to them, in which case you authorise us to debit your card for the refund amount.
- (c) If we are not able to debit your card for the refund amount, you must pay us that amount upon demand.

**6.5. If your mobile device has been lost or stolen**

If your mobile device is lost or stolen, contact us immediately so nobody else can use the Beem It app that is loaded on it (see section 15 for our contact details).

**6.6. If you suspect someone else knows your Beem It PIN or password**

- (a) You can change your PIN or password at any time using the Beem It app. You should do so immediately if you suspect that someone may have gained access to your PIN or password.
- (b) You can also contact us (see section 15 for our contact details) and ask us to deregister your Beem It app. We will then de-register your Beem It app so that your PIN and password can no longer be used.

**6.7. Liability for unauthorised transactions through your Beem It app**

- (a) Subject to sections (c) and (d) below, as between you and us, all liability for losses in relation to your use of the Beem It facility will be determined in accordance with the terms of the ePayments Code.
- (b) You are not liable for a loss arising from an unauthorised transaction if the loss has been caused by any of the following:
  - (i) the fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant using the Beem It facility or their employee or agent;
  - (ii) a Beem It app, identifier or pass code (such as a password or PIN) which is forged, faulty, expired or cancelled;
  - (iii) a transaction requiring the use of a Beem It app or pass code (or both of them) that occurred before you received one or both of the Beem It app and any pass code;
  - (iv) a single payment transaction being incorrectly debited more than once under your Beem It facility;
  - (v) an unauthorised transaction occurring after you have notified us that your mobile device was misused, lost or stolen, or that the security of a pass code has been breached; or
  - (vi) a situation where it is clear that you had not contributed to the loss.
- (c) Where section 6.7(b) does not apply, and where we can prove on the balance of probability that you contributed to a loss through fraud, or breach of a security requirement, you will be liable for the loss, but only to the following extent:
  - (i) subject to paragraph 6.7(c)(ii) below, you will be liable for the actual losses that occur before the loss, theft or misuse of a mobile device or breach of a security requirement is reported to us;
  - (ii) however, you will not be liable for the portion of losses:

- A. incurred on any one day that exceeds the daily transaction limit of \$200;
  - B. incurred in any month that exceeds \$10,000;
  - C. that exceeds the amount of the unauthorised transaction; or
  - D. incurred on any separate account in respect of which it has not been agreed that you can access that account using the Beem It app or a pass code to perform a transaction.
- (d) Where section 6.7(b) does not apply, and where we can prove on the balance of probability that you contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of your mobile device, or that the security of your pass codes has been breached, then:
- (i) subject to paragraph (d)(ii) below, you will be liable for the actual losses that occur between when you became aware of the security compromise (or should reasonably have become aware of the security compromise in the case of the loss or theft of your mobile device) and when the security compromise was reported to us;
  - (ii) however, you will not be liable for the portion of losses:
    - A. incurred on any one day that exceeds the daily transaction limit of \$200;
    - B. incurred in any month that exceeds \$10,000;
    - C. that exceeds the amount of the unauthorised transaction; or
    - D. incurred on any separate facility in respect of which it has not been agreed that you can access that facility using the Beem It app or a pass code to perform a transaction.
- (e) Where a pass code was required to perform an unauthorised transaction, and when neither of sections 6.7(c) or 6.7(d) apply, you will be liable for the least of:
- (i) \$150;
  - (ii) the amount of the unauthorised transaction; or
  - (iii) the actual loss at the time that the misuse, loss or theft of your mobile device or breach of pass code security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

#### **6.8. When you can't use the Beem It app**

You can't use the Beem It app to:

- (a) buy something from a business that doesn't have the Beem It app installed or hasn't linked the Beem It app to an eligible debit card; or
- (b) make a payment to someone in a foreign currency – the Beem It facility can currently only be used for payments in Australian dollars.

#### **6.9. Making a complaint**

We try to get things right the first time — but if we do not, we will do what we can to fix it. You can fix most problems simply by emailing us at [support@beemit.com.au](mailto:support@beemit.com.au). However if you need to make a complaint, email us at [complaints@beemit.com.au](mailto:complaints@beemit.com.au). We will:

- (a) keep a record of your complaint;
- (b) give you a reference number and a staff member's name and contact details so you can follow up with them if needed;
- (c) respond to the complaint within 21 days, or tell you if we need more time to complete our investigation;
- (d) give our final response within 45 days; and
- (e) if we cannot complete our investigation within 45 days, we will let you know why.

If you are not happy with how we handled your complaint, you can contact the Financial Ombudsman Service — a free, independent dispute resolution service (see contact details in section 15).

**6.10. When we may limit, suspend or cancel access to the Beem It app or end this agreement**

- (a) We reserve the right at any time to limit, suspend or cancel access to the Beem It app or any of its features, or to refuse to process a transaction, without first telling you, including if:
  - (i) you do not follow these terms and conditions;
  - (ii) you give your PIN or password to another person to use (e.g. your partner, spouse, child, friend, parent);
  - (iii) we believe the Beem It app has been or may be used illegally or in a way that may cause losses to you or us;
  - (iv) we consider it necessary to manage our regulatory obligations;
  - (v) you gave us false or inaccurate information when you registered for the Beem It app;
  - (vi) you include or use inappropriate content in the Beem It app;
  - (vii) we consider there to be appropriate security reasons; or
  - (viii) we need to perform maintenance works.
- (b) We may end this agreement for any other reason by giving you at least 30 days' notice.
- (c) Should any of these things occur, you acknowledge that your personal settings and other saved data may be lost, and that we are not responsible for any such loss.

**7. Notifications**

- (a) Certain functionality on the Beem It app may require you to allow notifications from us via a notification or messaging service or other reminder mechanism.
- (b) Notifications will be sent to your registered mobile device, where it has push notifications enabled. This may include where you have paired your mobile device with a smart watch. Notifications could be seen by others (including unauthorised persons) who use or access your mobile device or who are able to see your smart watch.
- (c) Please check the push notifications settings on your mobile device to ensure they are switched on. You may not be able to use certain services if they are switched off. You can turn on Beem It notifications via your Settings.
- (d) Notifications may include:
  - (i) details of payments made;
  - (ii) requests for payment;
  - (iii) receipt of payments;
  - (iv) security and service alerts;
  - (v) updates to terms and conditions; and
  - (vi) alerts when new versions or upgrades are available.
- (e) You acknowledge that delivery of notifications may be subject to the quality of your connection and it is your responsibility to check any information before acting on it. All notifications will be sent to you and managed in accordance with the Beem It Privacy Policy. We reserve the right to suspend or discontinue notifications at any time without notice.

## **8. Protecting your privacy**

As set out in section 1.3 above, we use our Authorised Representative, Digital Wallet, to arrange for the issue of the Beem It facility through the Beem It app and manage the facility. You authorise Digital Wallet to collect and use your personal information in accordance with this clause.

### **8.1. What information Digital Wallet collects**

Digital Wallet collects personal information about you (such as your name and contact details), and information about your Beem It interactions, such as transactions using the Beem It facility. Digital Wallet may also collect publicly available information about you.

### **8.2. Why Digital Wallet collects your information and what Digital Wallet uses it for**

Digital Wallet collects your information to provide and manage the Beem It facility and to comply with its and our legal obligations, including in respect of Australia's commitment to sanctions under UNSC sanctions and Australian autonomous sanctions regimes. Digital Wallet also collects this information to administer its and our customer relationships and internal processes including risk management and pricing, to meet its and our obligations in relation to external payment systems and arrangements with government agencies, and to identify and tell you about products and services that may interest you.

If you don't want to receive direct marketing messages from Digital Wallet or want to change your contract preferences, please contact Digital Wallet by emailing [support@beemit.com.au](mailto:support@beemit.com.au).

You must give Digital Wallet accurate and complete information. Otherwise, you may be breaking the law and Digital Wallet and we may not be able to provide you with the products and services you require. If you change your personal details (for example, name or email address), you must tell Digital Wallet straight away.

### **8.3. Who we may exchange your information with**

- (a) Digital Wallet may exchange your information with us and we can use your information for any of the purposes set out in this section 8, except that we will not use information obtained from Digital Wallet for direct marketing purposes.
- (b) Digital Wallet may exchange your information with its related bodies corporate who may use your information for any of the purposes Digital Wallet can.
- (c) Digital Wallet or we may also exchange your information with any regulator or law enforcement agency who may request personal or transaction information or require that it be lodged for any reason.
- (d) Digital Wallet or we may also exchange your information with others, for example, your representatives, its service providers, other financial institutions (for example, in relation to a chargeback claim), potential investors or funders of the business, enforcement and government authorities, relevant public registers and payment system operators (for example, Mastercard or Visa).
- (e) Sometimes Digital Wallet may need to send your information overseas, for example where it outsources particular functions to a service provider located overseas. See Digital Wallet's Privacy Policy for information about which countries information may be sent to.

#### **8.4. Digital Wallet's and our Privacy Policies**

The Digital Wallet Privacy Policy is available at [beemit.com.au](http://beemit.com.au) (click the Privacy link). The CommBank Privacy Policy is available at [commbank.com.au](http://commbank.com.au) (click the Privacy link) or at your nearest CBA branch. They contain further details about Digital Wallet's and our information collection and handling practices, including information about:

- (a) other ways Digital Wallet and we may collect, use or exchange your information;
- (b) how you may access and seek to correct the information; and
- (c) Digital Wallet's and our complaint handling procedures, including how you can make a complaint about a breach of your privacy rights.

We encourage you to check the BeemIt and CommBank websites regularly for any updates to the Privacy Policies.

#### **8.5. How to contact us**

For privacy-related enquiries, please contact Digital Wallet by emailing [support@beemit.com.au](mailto:support@beemit.com.au).

### **9. Changes to your Product Disclosure Statement and terms and conditions**

#### **9.1. Changes we can make**

- (a) We may change the information in this Product Disclosure Statement (PDS) or change these terms and conditions at any time, where the changes will only relate to future transactions or the future use and operation of the Beem It Facility. We will give you at least 20 days' notice if the change introduces or increases fees, imposes, removes or changes a daily or other periodic limit or increases your liability. Otherwise, notice may be given on the day of the change.
- (b) If the changes to the PDS are materially adverse to you, we will give you a new or supplementary PDS setting out the changes. Otherwise, we will not issue a new PDS, but we will tell you about the changes.
- (c) We will notify you of any material changes by electronic notice to you via your device or the App Store if you are using IOS, Google Play Store if you are using an Android device. We may require you to confirm your acceptance of changes before we allow you to continue using the Beem It app.
- (d) Your continued use of the Beem It app after any such variation or modification will be taken to be an acceptance of such variation or modification.

#### **9.2. Not happy with the change?**

If we make a change that you are not happy with, you should cease using and uninstall the Beem It app immediately.

### **10. Intellectual Property**

By using the Beem It app you agree that:

- (a) you do not have any right, title or interest in or to any proprietary rights relating to the information contained in the Beem It app;
- (b) you will not reproduce information obtained by using the Beem It app except where such reproduction is for your own personal non-commercial use in accordance with these terms and conditions; and
- (c) you will not attempt to disassemble, decompile or otherwise reverse engineer the Beem It app.

## **11. Acknowledgement and compliance**

- (a) The Beem It app is not provided by Apple, Google or any other third-party provider.
- (b) Accordingly, any queries or complaints regarding the Beem It app (including but not limited to issues regarding intellectual property) should be directed to us and not to Apple or Google.
- (c) Paragraphs (a) and (b) above apply for the benefit of Apple, Google and any third party whose information appears in the Beem It app.
- (d) You also acknowledge the application of Australian anti-money laundering and counter terrorism financing regulations, and you warrant that you are not in a location that is subject to any government sanctions.
- (e) You acknowledge that we will only make the Beem It facility available to you where it is lawful for us to do so (for example where we have satisfied our obligations under anti-money laundering laws to properly identify you and to verify your identity).

## **12. Assignment and novation**

- (a) We may assign, transfer, novate or otherwise deal with our rights and obligations under these terms and conditions, and any document or agreement entered into or provided under or in connection with these terms and conditions. For example, we may novate our contract with you to a third party that we select including, without limitation, Digital Wallet.
- (b) If this occurs, we will notify you of the date of the assignment, transfer or novation as soon as reasonably practicable on or after the date of the assignment, transfer or novation, but in any event within 30 days. Your use of the Beem It app at any time after your receipt of that notification will act as confirmation of your continuing agreement to such assignment, transfer or novation.
- (c) Any assignee, transferee or novatee of our rights and obligations must be a party that we have determined (acting reasonably) at the time of the assignment, transfer or novation to be a party that has:
  - (i) any necessary licences or approvals required to provide payment products such as Beem It; and
  - (ii) the capability to perform our obligations under these terms and conditions.
- (d) Whether or not the assignee, transferee or novatee is a subscriber to the ePayments Code it must nevertheless comply with the ePayments Code in all dealings with Beem It customers as if it was a subscriber.
- (e) From the date of any novation, these terms and conditions will apply between you and the novatee as if it is the person referred to in these terms and conditions as "us", "we" and "our". This does not otherwise change your obligations under these terms and conditions, or use of the Beem It app in any way.

## **13. Termination or suspension of your Beem It facility**

We may terminate or suspend one or both of your Beem It facility and your use of the Beem It app:

- (a) if you are in breach of these terms and conditions;
- (b) if we are required to do so in order to comply with any applicable laws (such as anti-money laundering and counter terrorism financing laws, or sanctions laws);
- (c) if we reasonably suspect you of engaging in any fraud or other illegal activity;
- (d) if you use the Beem It facility to make any payments in relation to any activities that are not legal in Australia;
- (e) if a debit card you have nominated is cancelled, blocked or suspended;

- (f) if directed to do so by an issuer of a nominated debit card or an applicable card network (for example, in circumstances of suspected fraud); or
- (g) acting reasonably, for any other reason (including where we wish to cease offering the Beem It facility).

## 14. Meaning of words in this document

- (a) "ASIC" means the Australian Securities and Investments Commission.
- (b) "Beem It app" means the "Beem It" app service described in section 2.
- (c) "Beem It facility" means the facility we offer through the "app by which you can make payments to recipients or receive payments from payers.
- (d) "card" means a Mastercard enabled debit card, or a Visa enabled debit card you nominate when you register for the Beem It app or add as a card to be used through the Beem It app.
- (e) "card details" means the card number and expiry date or security/verification code of your card.
- (f) "card issuer" means the bank or other financial institution that issues your card to you.
- (g) "card scheme" means Mastercard or Visa, as the case may be (the brand on your card).
- (h) "compatible devices" or "devices" means Android or iPhone devices that meet the requirements listed on Google Play/App Store.
- (i) "Digital Wallet" means our authorised representative, Digital Wallet Pty Ltd ABN 93 624 272 475
- (j) "pass code" includes each of a PIN and password.
- (k) "payer" means the person initiating a payment by using the Beem It app (whether you when you're making a payment, or another person when they're making a payment to you).
- (l) "recipient" means the registered user that is nominated by the payer as the intended ultimate recipient of a payment made through the use of the Beem It facility.
- (m) "registered user" means a person who has registered to use the Beem It App and has agreed to these terms and conditions.
- (n) "security requirement" mean a security requirement or measure to which you are subject in respect of the use of the Beem It app and pass codes, as set out in these terms and conditions.
- (o) "we", "us" or "our" means Commonwealth Bank of Australia ABN 48 123 123 124.
- (p) "you" or "your" means:
  - (i) the individual downloading the Beem It app
  - (ii) if the individual downloading the Beem It app is a director acting on behalf of a company, that company, and where applicable that individual as well.

## 15. Contact us

### Ask a question

Email Digital Wallet at [support@beemit.com.au](mailto:support@beemit.com.au)

### Give feedback

Email Digital Wallet at [feedback@beemit.com.au](mailto:feedback@beemit.com.au)

### Lost or stolen phone or you suspect unauthorised use of the Beem It app

Email Digital Wallet at [support@beemit.com.au](mailto:support@beemit.com.au) and contact your card issuer

### Make a complaint

Email Digital Wallet at [complaints@beemit.com.au](mailto:complaints@beemit.com.au)

**Update your preferences about how Digital Wallet contacts you or ask not to receive direct marketing from Digital Wallet**

Email Digital Wallet at [support@beemit.com.au](mailto:support@beemit.com.au)

**Contact the Ombudsman**

Financial Ombudsman Service

GPO Box 3

Melbourne VIC 3001

Phone: 1800 367 287 or visit [fos.org.au](http://fos.org.au)