



## Terms and Conditions

Use of the Sniip application (**App**) is at your own risk and the terms under which you access the App are set below (**Terms of Use** or **Terms**). Your access to, and use of, the App is conditional upon compliance with, and acceptance of, the Terms, so please read these carefully. By downloading or using the App you agree to be bound by the Terms of Use.

**Amendments** - Your continued use of the App following any changes to these Terms indicates your acceptance of any changes to these Terms. The App is currently made available to you free of charge. We reserve the right to amend or withdraw the App cease support or charge for the App or service provided to you at any time and for any reason.

**Registration** - You must ensure that your registration details on the App are true and correct at all times. Upon installation of the App, you are responsible for ensuring that the App is used in accordance with the Terms of Use and any instructions we provide in relation to the App. We are not liable to install the App or to provide any services or support in respect of the installation of the App, except as expressly stated in the Terms. You must ensure that your access to and use of the App is not prohibited by laws that apply to you.

**Suspension or Termination** - We may terminate or suspend access to the App immediately, and without prior notice or liability, if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, intellectual property provisions, liability provisions, warranty and indemnity provisions.

**Card details** - It is your responsibility to ensure that the Card details that you provide are correct and you warrant that you are authorised to use Cards that you upload to the App. If you enter incorrect Card details, Sniip will not be responsible for any loss or inconvenience you may suffer. Sniip will not be responsible for your unauthorised use of any Card.

**Spend limits** – you will be responsible for any costs (if any) associated with charges related to exceeding any daily or other spend limit imposed by your financial institution or as set by a Biller. You should also note that your payment may be rejected and thus not processed if you exceed any daily or other spend limit.

**Processing** – all due dates are set for the end of the day in the Biller's time zone (e.g DD MM YYYY, 23:59).

**Financial advice** – Sniip does not provide any financial advice in connection with the App or its use.

**Biller Terms and Conditions** – when you pay a Biller via the App, all payments to that Biller are done pursuant between the contract or commercial arrangements between yourself and the Biller. Sniip has not approved or screened any products, services or Bills provided by any Biller and is not responsible for any services, products, or errors in a Bill provided by a Biller to you.

**Intellectual Property** - all rights, title and interest to the App and any related intellectual property are owned by Sniip. Nothing you do will transfer any intellectual property from Sniip



to you. You acknowledge that any unauthorised reproduction by you of any proprietary information provided or available via the App or any portion of it may result in legal action being taken. You agree to not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the App or any related software.

We grant to you, and you accept, a non-exclusive, non-transferable limited licence to use the App strictly in accordance with the Terms of Use. The term of the licence shall be unlimited (but subject to termination in accordance with the Terms) (“Duration”). The licence provided under the Terms is personal to you and you must not re-sell, sub-license, rent, lease or otherwise distribute the App. All other rights in respect of the App are reserved to us.

**Use** - you agree that you may not use the App in any way that is, or for purposes, that are prohibited under the Terms or any law in force in your jurisdiction. You also agree not to engage in any activity that interferes with or disrupts the servers and networks relating to the App. You must not work around any technical limitations in the App or attempt to run the App on an unsupported platform.

**Eligibility** – in order to use the App you will need and eligible Device and Sniip recommends that you keep your Device updated for the latest operating system and security software as released by the Device or system operator, Sniip will not be liable if the App cannot function, or cannot function properly, due to an out of date operating system or security features.

**Multiple Devices** - the App is available for you to use on more than one Device. The Terms apply to each Device that you may use.

Protecting against unauthorised log ins - you are responsible for maintaining the confidentiality of your PIN and password for all accounts used by you to access the App. You acknowledge and agree that you are solely responsible for all activities that occur under all such accounts and for the security of your PIN, passwords and Device.

**Security precautions** - we recommend the following:

- Don't select a PIN that:
  - represents your birth date
  - represents a recognisable part of your name; or
  - is the same PIN as that used for your Card.
- Don't write your PIN or carry a record of it on your Device
- Don't tell or show your PIN to anyone else (including family and friends)
- Don't leave your Device unattended and left logged into the App and exit from the App at the end of each session
- Do enable password-protection and other security features that may be made available on your Device to stop unauthorised use of the App
- Do change your PIN at regular intervals



You should immediately tell your financial institution:

- if you believe your Card or other account may be compromised
- your PIN or mobile device has been lost or stolen;
  - that an electronic fund transfer has been made without your permission; or
  - if the statement from your financial institution shows transfers that you did not make.

**You agree that you will:**

- not leave your Device unattended and logged into the App
  - lock your Device or take other steps necessary to stop any unauthorised use of the App
  - not act fraudulently or maliciously in relation to the App or related software. As examples, you will not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the App or software.
  - only install approved applications on your Device, and that you will not override the software lockdown on your Device (e.g. jailbreak your Device)
- promptly update, and keep updated, the operating system and security software for your Device when released by the Device or system provider.
- not permit any other person to store their Biometric Identifier on your Device.
  - before you sell or permanently give your Device to any person, delete the App and if you have enabled a Biometric Identifier for access to the App or disable this feature within the app (e.g. disable Touch ID or Face ID).

**Unauthorised access or lost Device** - you must notify us at [info@sniip.com](mailto:info@sniip.com) immediately upon becoming aware of any unauthorised use of any of your passwords, accounts or the App, or if you lose your Device.

**Privacy** - Sniip collects and stores personal information in accordance with the Privacy Laws and Sniip's Privacy Policy can be found at the end of these Terms.

**No warranty** – Sniip has made efforts to ensure that information provided in the App by Sniip is free from error, however, Sniip does not warrant the accuracy or completeness of any information provided in the App. Furthermore, Sniip does not warrant that the App will always be available or free from defects.

**Liability and indemnity** – Sniip is not liable for any loss or damage that may arise from your use or attempted use of the App, which includes any loss of any nature whatsoever, including from a security breach, or where you have acted fraudulently, or where other applications installed on your Device cause or contribute to that loss.

To the maximum extent permissible at law, we accept no responsibility or risk for the content provided, printed, sent or received in relation to the App, including by a Biller. You, by accessing or using the App accept all responsibility, risk and liability for the content chosen, added, edited, provided, uploaded and modified.



We do not, and we are under no obligation to, monitor or review any ratings, comments, communications, forums, discussions, postings, transmissions and other messages communicated by users of the App and we assume no liability or responsibility arising from the contents of any such communications or for any defamation, error, inaccuracy, libel, obscenity or profanity contained in any such communication. You hereby irrevocably and unconditionally waive any claim against us for defamation, libel or whatsoever arising out of any such communication.

**Deregistering from the App** – you may deregister from using the App at any time, to do so by emailing [info@sniip.com](mailto:info@sniip.com).

Helpdesk / Queries and complaints – please contact Sniip at [info@sniip.com](mailto:info@sniip.com)

**M-Billing (these clauses apply to m-billing users only)**

M-Billing: Sniip is able to deliver your Notice/s or Bills via Sniip’s M-Billing Inbox in place of post.

By registering to receive Notice/s by Sniip’s M-Billing you acknowledge you have read, understood and agree to the additional terms and conditions below.

1. For the nominated property, the Biller will no longer post paper Notices to you or any person to whom paper Notices were previously sent.
2. All future Notices will be in the form of a PDF attachment via push notification sent to the email address or mobile number nominated by you.
3. You agree that the storage and retention of the Notice/s is your responsibility.
4. You may withdraw your request for m-billing of Notice/s any time by deregistering in the Sniip app under Account>M-Billing Inbox Setup or contact your Biller.
5. Due to processing times to register/deregister/change your registration details within 7 working days of the issue date of a Notice, your request may not take effect until the following Notice.
6. It is the owner’s responsibility to ensure that the nominated email address and/or mobile number is correct prior to the issue date of Notice/s.
7. You must promptly inform the Biller of any change of email address and/or postal address.
8. The delivery of Notice/s may be cancelled by you by deregistering in the Sniip app under Account>M-Billing Inbox Setup or contacting the Biller. Should you fail to do so you accept responsibility for any loss of discount or late payment that may result due to the failure to receive Notice/s.
9. You agree that you are deemed to have received the Notice/s once the push notification has been sent.
10. If Sniip receives a non-delivery receipt, the Notice/s will be posted to the mailing address listed in the Biller’s records and you will be automatically deregistered from receiving Notices by Sniip until you have updated your registration details with Sniip.

**Definitions**

**Application or App** refers to a computer software application developed by us entitled Sniip. reference to the “Application or App” includes all modifications, enhancements



or updates thereto, and includes all associated printed, online or electronic documentation and instructions relating to it.

**Biller** refers to any organisation that is eligible to receive payments via the Sniip App.

**Bill or Notice** refers to any bill, including any rates and water notices issued by a city council, payable using the App.

**Card** refers to any bank card, credit card or stored value card capable of being used in the App.

**Device** refers to a mobile device with eligible software that is enabled for cellular or wireless internet connection and capable of having the App installed.

**Privacy Laws** refers to the Privacy Act 1988 (Cth) and all related regulations.

**You (you) / Yours (yours)** refers to anyone downloading and or accessing the App.

**We / us / ours** or the **Company** or **Sniip** refers to Sniip (Australia) Limited ACN 161 862 068.