

## Registration with Openpay

In order to have Openpay Plans, you must first register with us. You can register through our website or you may be able to register at the web sales checkout of one of our Participating Merchants. To register you must be 18 years or older and provide the following personal information:

- your name, residential address and date of birth;
- a valid email address and two contact phone numbers;
- valid Visa or MasterCard credit or debit card information; and
- valid UK passport information

To validate the above information, we may also ask you to provide certified copies of, or otherwise evidence:

- a valid UK driver's license;
- a valid Visa or MasterCard credit or debit card issued by an UK financial institution in your name. We do not accept payment via any other debit or credit cards;
- a valid UK passport; and
- other valid government issued photographic information.

When you register with Openpay, we will conduct credit checks on you, which may include ordering a report from a credit reference agency and any information we collect about you will be handled in accordance with our privacy statement (see the end of these Terms and Conditions) and our Privacy Policy. We may also seek further information to verify your identity, which you must provide to us on request. We reserve the right to refuse to register you as an Openpay customer or we may refuse to provide an Openpay Plan.

## Terms and Conditions

### 1 Your Openpay Plans

- 1.1 We are Openpay UK Limited (Company Number 11422596) of 49 Greek Street, London, United Kingdom, W1D 4EG
- 1.2 Each time we provide you with an Openpay Plan, you enter into a short term fixed sum credit agreement with us, which is subject to:
  - (a) the specific terms as to instalments and frequency set out in your Openpay Plan; and
  - (b) these Terms and Conditions.
- 1.3 You will be taken to have accepted the terms of your Openpay Plan when you pay your first Instalment in accordance with clause 3.2.
- 1.4 By entering into an Openpay Plan, you declare that all information you have given to us in connection with it is accurate, up to date, and not misleading and you are aware that we are relying on it. This includes the identification information provided by you to us when you registered with us.

### 2 Definitions

- 2.1 In these Terms and Conditions, capitalised words have the meaning given in the Openpay Plan or as follows:

<b>Fee</b>	means any fee specified in clause 5.2 and in any Openpay Plan.
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<b>Instalment</b>	means any instalment specified as being payable by you in any Openpay Plan.
<b>Nominated Card</b>	means the credit or debit card specified in the “Nominated Card” section of an Openpay Plan, including any card you later notify us in substitution for that card.
<b>Openpay Checkout Process</b>	means the process undertaken by a Participating Merchant to arrange finance for the purchase of goods or services supplied by the Participating Merchant including by the use of the checkout function using the Openpay app or Openpay website and by a manual sales process.
<b>Openpay Plan</b>	means the credit plan under which we provide finance to you in respect of a purchase from a Participating Merchant.
<b>Participating Merchant</b>	means a merchant that allows you to finance a purchase of goods or services under an Openpay Plan. A current list of Participating Merchants is available on the website at <a href="http://www.openpay.com.au">www.openpay.com.au</a> .
<b>United Kingdom (UK)</b>	Means the United Kingdom of Great Britain and Northern Ireland

### 3 Taking out an Openpay Plan

3.1 To take out a plan, select your purchase and your payment preferences by using the Openpay Checkout Process. We will then send an email to your nominated primary email account confirming the amount which you are financing and details of the Instalments you must pay under your Openpay Plan.

#### 3.2 First Instalment

- (a) At the time you make the purchase which is, or is to be, financed under an Openpay Plan, you must pay us an initial Instalment.
- (b) The first Instalment must be paid using your Nominated Card. Depending on the amount of credit we are willing to approve for your Openpay Plan, you may be required to pay a larger first Instalment at the time of purchase.

#### 3.3 Pre-Authorisation

- (a) When you make a purchase which is to be financed under an Openpay Plan, we may conduct a pre-authorisation on your Nominated Card for a portion of the total amount due under the Openpay Plan before we agree to fund your purchase.
- (b) Once the pre-authorisation is processed, we will then instruct your financial institution to cancel the pre-authorisation. No funds are taken from your account at pre-authorisation but a temporary 'hold' is placed on the funds. Once we have cancelled the pre-authorisation, it may take up to seven days for your financial institution to release the funds and before you are able to access them.

3.4 Paying the Participating Merchant - Subject to you paying the first Instalment, we will finance the balance of the purchase price in the amount specified in the relevant Openpay Plan by paying that amount to the Participating Merchant on your behalf.

### 3.5 Your Repayments

- (a) You must repay the amount of credit we provide in relation to a purchase we finance under an Openpay Plan by paying each Instalment specified without set-off or deduction on or prior to the payment date for each Instalment. You must reimburse us any government stamp duty or tax that we may be required to pay in connection with your purchase and any payment you make to us.
- (b) Unless you:
  - (i) inform us that you wish to make a particular Instalment payment by cheque or money order (see clause 4.1 below); or
  - (ii) you make an Instalment payment before its due date,you direct and authorise us to charge the amount of any Instalment to your Nominated Card on the date on which the Instalment is due without any set-off or deduction.
- (c) Openpay will send to your nominated email address payment reminders before each scheduled Instalment payment date. Openpay accepts no liability for emailed payment reminders sent to your nominated email address that fail to arrive due to system failures, power outages, hardware or software defects or natural events.

## 4 **Methods of payment**

- 4.1 You may make Instalment payments under your Openpay Plan in the following ways:
  - (a) by your Nominated Card; and/or
  - (b) by cheque or money order sent by post to Openpay UK Limited, 49 Greek Street, London, United Kingdom, W1D 4EG quoting your Openpay Plan reference number.
- 4.2 You may also contact us for electronic funds transfer details if you wish to make full payment of the Outstanding Balance.
- 4.3 For all Instalments made by your Nominated Card, you must ensure there are sufficient funds available to allow each Instalment to be charged to the Nominated Card when it is due.
- 4.4 If the Nominated Card specified in any Openpay Plan is cancelled, suspended, expires or is due to expire or otherwise ceases to be a means by which we may collect payments while payments remain owing, you must immediately nominate another credit or debit card in your name issued by a UK financial institution or pay the amount you owe under the Openpay Plan immediately and in full.
- 4.5 If you change your Nominated Card without telling us or if your Nominated Card is dishonoured, we may charge to any previous Nominated Card any outstanding amounts under your Openpay Plan unless you have instructed us otherwise.

## 5 **Fees and interest**

- 5.1 Interest - Openpay Plans are interest free. You will not be charged interest on your Openpay Plan.

### 5.2 Fees

- (a) If you keep to the terms of your Openpay Plan, we will not charge you any fees.
- (b) We will charge you a **Late Payment Fee** of up to £7.50 if you fail to pay an Instalment due under an Openpay Plan and the payment is still unpaid 2 days after the payment is due.

- (c) We will charge you a **Second Late Payment Fee** of £7.50 if you have failed to pay an Instalment due under an Openpay Plan and the payment is still unpaid 10 days after the payment is due.
- (d) All Fees applied under this clause 5.2 are payable immediately. Openpay may, at its discretion, reasonably delay applying, or waive wholly or partly, any fee. No such delay or waiver will be taken to restrict us in charging the fee in the future. If fees are or may be incurred as a result of Openpay's error, please let us know, and we will waive or refund such fees.
- (e) The aggregate of Late Fees you will have to pay in connection with an Openpay Plan is capped at £15.
- (f) Other taxes or costs may exist that are not paid for via us or imposed by us.

## **6 Failure to pay Instalments or Fees when they are due**

- 6.1 Any overdue amounts must be paid immediately. If you have failed to pay any amount when due, you authorise us to take the outstanding amount due from your Nominated Card.
- 6.2 If your payment of an Instalment is dishonoured, we may re-attempt to debit the amount from your Nominated Card at a later date. You will be liable to your card issuer or financial institution for any dishonour fees incurred on your Nominated Card.

## **7 Default and its consequences**

### **7.1 Events of default** - You will be in default under your Openpay Plan if:

- (a) You persistently fail to comply with any of your obligations under your Openpay Plan and these Terms and Conditions;
- (b) you become bankrupt, die or have a guardian or administrator appointed; or
- (c) we discover you deliberately gave us misleading or untrue information about a matter material to our decision to grant you credit under an Openpay Plan.

### **7.2 Consequences of default**

- (a) If you are in default under clause 7.1:
  - (i) if the default is of a kind which can be fixed, we will send you a notice requiring you to fix the default within 14 days, failing which, we may terminate the Openpay Plan and the balance under that Plan (including applicable Fees) will become immediately due and payable;
  - (ii) if the default is of a kind which cannot be fixed, we will send you a notice terminating the Openpay Plan and requiring immediate payment of the balance (including applicable Fees) within 14 days.
- (b) On termination of this credit contract due to your default, you authorise us to charge the Outstanding Balance to your Nominated Card and you acknowledge that it may be necessary for us to charge your Nominated Card such Instalments and applicable fees individually. This may mean the statement for your Nominated Card lists multiple debits charged by us that in total equal the overall amount you owe us.
- (c) If you are in default and we are unable to collect any outstanding amounts you owe to us, we may engage a debt collector to recover amounts owing under this credit contract. You must

pay for any reasonable enforcement expenses we incur in exercising our rights to recover any outstanding amounts due under the credit contract.

## **8 Refunds**

8.1 If a Participating Merchant approves and pays to us a refund of the purchase price for any purchase you made from that Participating Merchant that was financed under an Openpay Plan:

- (a) we will refund the amount of any Instalment payments you have made under the Plan by crediting those amounts to your Nominated Card account;
- (b) you will not need to make any further Instalment payments in respect of that purchase; and
- (c) we will not charge you a fee in connection with cancellation of the Openpay Plan; however, we will not refund any Late Fees you have already paid in respect of that purchase.

## **9 Relationship between Openpay and Participating Merchant**

9.1 You acknowledge that a Participating Merchant may pay us a fee in respect of each Openpay Plan used by you to finance the purchase of goods or services from the Participating Merchant.

## **10 Dealing with our rights and obligations**

10.1 We may transfer our rights and our obligations under this agreement to someone else, including information about you and your Openpay Plan. We will tell you if we do this unless there are circumstances which mean that the servicing of your Openpay Plan will not change. Your legal rights will not be affected by any transfer. You cannot transfer any rights you have under this Agreement to anyone else.

## **11 Contacting us**

11.1 Your agreement is provided in English. We will communicate with you in English by email, post or personal delivery to any addresses you notify to us.

11.2 You can contact us by email to [info@openpay.com.au](mailto:info@openpay.com.au), by post or by delivery to our office at 49 Greek Street, London, United Kingdom, W1D 4EG.

11.3 If you change your name, residential address, email address or other contact details you should update these details on your Openpay account immediately.

## **12 Governing law**

12.1 This agreement is governed by the laws of England and Wales. Any dispute can be dealt with by the courts of England and Wales unless your address is in Scotland or Northern Ireland, in which case it will be dealt with by the courts of Scotland or Northern Ireland as the case may be

## **13 Complaints**

13.1 If you have any questions, concerns or complaints about your credit contract, please contact our Customer Service team on:

- (a) Telephone: 0800 193 0553
- (b) Email: [info@myopenpay.co.uk](mailto:info@myopenpay.co.uk)

13.2 We take all complaints seriously and will respond to your complaint within a reasonable period.

You have a right to cancel your Openpay Plan for a period which ends 15 days after you make your purchase. You can cancel it by emailing us at [info@myopenpay.co.uk](mailto:info@myopenpay.co.uk) and repaying the full amount owing immediately.

### **Privacy statement and consent**

You agree that we may collect your personal information to identify you, process any applications you make, provide our services to you, and for our own internal business development purposes. Unless you tell us not to, we may also use your information to let you know about products or services that may interest you. We may also share your information with the Participating Merchant at which your Openpay plan purchase was made. We may obtain a credit report about you in connection with your Openpay Plan and you consent to us doing this. A credit reference agency (CRA) may include information about you in credit reports to credit providers (such as us) to assist them in assessing your creditworthiness. If you fail to meet your payment obligations or if you commit a serious credit infringement, we may be entitled to disclose this to a CRA. We use two CRA's:

- Experian whose policy on the handling of personal information related to credit can be found at <https://www.experian.co.uk/consumer/privacy.html> .
- Equifax whose policy on the handling of personal information related to credit can be found at [https://www.equifax.co.uk/About-us/Privacy\\_policy.html](https://www.equifax.co.uk/About-us/Privacy_policy.html) .

You have a right to request a CRA not to use your information for the purposes of pre-screening direct marketing and you can also request a CRA not to use your information if you believe on reasonable grounds that you have been or are likely to be the victim of fraud.

We may be required to collect your information under Anti-Money Laundering and Terrorist Financing legislation. If you do not provide us with your personal information we may not be able to provide our services to you. We may disclose your personal information to our related entities, service providers and agents located overseas.

Our Privacy Policy, available at <http://www.myopenpay.co.uk/docs/privacy-policy.pdf>, sets out how we manage the personal information we hold (including information about your credit) and how you can seek access to, or the correction of, the information we hold about you.

The practices described in these terms and conditions are current as of 1 May 2019.