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# **Combined Financial Services Guide + Product Disclosure Statement**

EPAY AUSTRALIA PTY LTD A.C.N. 093  
566 057

22 January 2020

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## 1 About this document

This combined Financial Services Guide (**FSG**) and Product Disclosure Statement (**PDS**) is designed to help you decide whether to use any of the non-cash payment services provided by us.

Our PDS contains information you require to make a decision about whether or not to apply to use our non-cash payment services. Information relevant to both the FSG and PDS may be included in one part and incorporated by reference in the other.

This FSG and PDS is effective 22 January 2020.

All references to 'us', 'we' or 'our' in this document means **EPAY AUSTRALIA PTY LTD A.C.N 093 566 057 (Company)**.

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## 2 Financial Services Guide

### 2.1 Overview

This FSG contains information about:

- (a) the products and services we provide;
- (b) the benefits paid to us and others in connection with our services;
- (c) details of any associations or relationships that might affect the services we provide; and
- (d) our dispute resolution processes and how you can access them.

### 2.2 Our licensee

The Company is an Authorised Representative (no. 001246988) of AFSL Holder No. 448066 to provide the following financial services (**Services**) to retail and wholesale clients:

- (a) provide general financial product advice for the following classes of financial products:
  - (i) deposit and payment products limited to:
    - (A) non-cash payment products; and
- (b) deal in a financial product by:
  - (i) issuing, applying for, acquiring, varying or deposing of a financial product in respect of the following classes of financial products:
    - (A) deposit and payment products limited to:
      - (1) non-cash payment products.

## 2.3 Contact us

Our contact details are as follows:

- (a) Telephone: 1300 301 408
- (b) Email: [support@epayworldwide.com.au](mailto:support@epayworldwide.com.au)
- (c) Post: Level 1, 75 Castlereagh Street, Sydney, NSW 2000

## 2.4 Instructions

You may give us instructions via **telephone / in person / via email / via post**.

## 2.5 Advice policy

- (a) General advice only

We will provide you only with general advice that does not take into account your individual objectives, financial situation or needs (**General Advice**). Whenever we provide you with General Advice, you should also seek independent professional advice to ascertain whether our advice is appropriate for your particular financial circumstances and requirements.

- (b) Statement of Advice

In the event that you ask us to provide you with advice that does take into account your objectives, financial situation or needs (**Personal Advice**) and we give such advice, we will provide you with a Statement of Advice (**SOA**). The SOA will contain the Personal Advice given and other relevant information about fees, commissions and associations which may have included the provision of the Personal Advice. You should still obtain independent financial advice, as any Personal Advice we give you will not take into account all your financial requirements (for example, tax or audit requirements).

## 2.6 Other documents you may receive

- (a) PDS

If we recommend you acquire a product or service, we will also provide you with a PDS, which contains information about the products we provide. This will help you make an informed decision about whether you wish to acquire our products. The PDS is designed to allow clients to make an informed decision about whether to acquire a financial product and to allow for comparison of financial products. It includes information such as fees payable, risks, benefits and significant characteristics of our products. Generally, a PDS should be provided to a retail client before an offer is made to issue a financial product. Clients should obtain our PDS and consider its contents before making any decision about whether to acquire our Products.

A copy of our PDS is attached below.

- (b) General terms and conditions

To acquire our Services, we may provide you with additional documentation to facilitate your request. For example, these documents may include agreements, terms and conditions and transaction documents. Your usage of our Services is governed by our Terms and Conditions which are available online at

**<https://signup.epayworldwide.com.au/#/product-information>.**

## 2.7 Fees and charges

The fee schedule below sets out the fees and charges that apply to our services. Details of all fees and costs will be disclosed to you prior to receiving any advice or entering into a transaction. Fees charged are based on the standard fees and charges set out in the fee schedule below:

|                              |   |
|------------------------------|---|
| <b>Minimum Monthly Value</b> | \$2,500 Face Value sales per site per month |
|------------------------------|---|

### SERVICE FEES

|                     | <b>EPAY VERIFONE TERMINAL</b>   | <b>EPAY 4G ANDROID TERMINAL</b>  | <b>WEBPOS</b> | <b>BANK TERMINAL/ POS PROVIDER</b> |
|---------------------|---|--|---------------|------------------------------------|
| Set-Up Fee          | \$99 (ex GST)   | \$99 (ex GST)  | \$99 (ex GST) | NIL                                |
| Service Fee         | \$50 (ex GST) per Terminal invoiced and payable annually in advance from January or charged pro-rata for the remaining months in the year.              | \$50 (ex GST) per Terminal invoiced and payable annually in advance from January or charged pro-rata for the remaining months in the year. | NIL           | NIL                                |
| Terminal Rental Fee | \$50 (ex GST) per Terminal Per month if the Terminal does not meet the Minimum Monthly Value for either Products Sales or Alternative Payment Services. | \$35 (ex GST) per Terminal Per month   | NIL           | NIL                                |
| Consumables Fee     | \$11 (ex GST) per Terminal per month  | \$11 (ex GST) per Terminal per month   | NIL           | NIL                                |

### OTHER FEES

|                       |   |
|-----------------------|---|
| Early Termination Fee | \$50 (ex GST) per month per store for the remaining term of the agreement. epay may waive the Early Termination Fee if it is satisfied that the Retailer has terminated this Retailer Agreement due to a genuine sale or closure of its business.   |
| Administration Fee    | \$2 (ex GST) per invoice per week for printed invoices. This fee is waived if the weekly invoices are delivered electronically. Any re-issue or additional requests for copied of invoices, or statements, whether printed or electronic, will attract an additional Administration Fee per invoice |

## 2.8 Remuneration and referrals

### (a) Staff remuneration

All of our employees receive a salary, superannuation, various employee benefits and may also be eligible for variable reward and other non-cash awards based on their performance. Short term variable reward (STVR) includes cash and deferred awards, which are designed to recognise employees for outcomes achieved during the financial

year. Other non-cash awards, such as gift vouchers, attendance at conferences, employee development and team building events may also be awarded. STVR and non-cash awards are used to recognise the contribution made by employees against agreed goals which may be both financial and non-financial in nature and are relevant for their role. The types of goals include, but are not limited to, financial (e.g. sales or referrals of financial products and other products), behaviours in line with our Values and Service Promise, customer service, risk and compliance, people and corporate responsibility requirements. STVR and non-cash awards are provided on a discretionary basis and may vary from time to time. It is not possible to determine at any given time whether an employee will receive STVR and non-cash awards referred to above.

(b) Third party referrals

We may compensate third parties for introducing new accounts to us, this generally consists of a trailing component based on the percentage of turnover of the account introduced.

## 2.9 Dispute resolution

(a) Commitment

epay Australia Pty Ltd (epay) acknowledges the customer's right to complain about any aspect of our products or service and regards this as important feedback on our performance in making our products and services available to customers. Developing and implementing this policy and procedure as an integral part of epay's overall management and reporting system demonstrate our commitment to fair and effective complaints handling. By implementing this policy and procedure epay shall;

- (i) Ensure that all staff are aware of and are trained in complaints handling and dispute resolution procedures;
- (ii) Nominate the Company's Compliance Officer to also act as the Complaints Officer; and
- (iii) Continuously improve the Company's products or services by monitoring complaints handling procedures and analysing data collected to track compliance issues or risks.
- (iv) This policy takes into account relevant statutory, regulatory, organisational and operational requirements to assist epay's staff in developing the appropriate responses to and management of customer complaints.
- (v) This policy has been approved by the Board and epay adopts the following guiding principles for the purpose of this policy statement and the operational application of this policy.

(b) Resources

epay is committed to implementing resources, management systems and reporting procedures to ensure timely and effective complaints handling management and monitoring. The need for complaints to be centralised and dealt with fairly and effectively at a senior level has been recognised and epay's Compliance Manager has been nominated as the Complaints Officer and assigned responsibility for overseeing the handling of all complaints and the maintenance of the Complaints Register.

(c) Roles and Responsibilities

The table below provides an outline of the responsibilities for:

- (i) epay's employees and contractors; and
- (ii) epay's Complaints Officer.

| Role                      | Responsibility & actions   |
|---------------------------|--|
| Employees and Contractors | <ul style="list-style-type: none"> <li>• Be aware of their roles, responsibilities and authorities in respect of complaints</li> <li>• Be aware of what procedures to follow and what information to give to complainants</li> <li>• Record details of complaints and remedies and report to the Complaints Officer utilising the resources detailed in this document</li> </ul>   |
| Complaints Officer        | <ul style="list-style-type: none"> <li>• Ensure that this policy and procedure is administered correctly, including accurate record keeping</li> <li>• Review the policy and procedure as required ensuring that it meets AFS Licence and related requirements and contributes to epay's commitment to fair and effective complaints handling</li> <li>• Report to the Board on any significant complaints and quarterly on the level of complaints received and their resolution</li> <li>• Promote awareness of the complaints handling and dispute resolution process and the need for a customer focus throughout the organisation</li> <li>• Maintenance of the Complaints Register</li> <li>• Oversight the handling of all complaints</li> <li>• Analyse complaints data as a means of tracking compliance and risk issues</li> </ul> |

(d) Visibility, Access and Assistance

Information about epay's commitment to fair and effective complaints handling including advice on how to make a complaint is published on epay's web site. This information is also included in all epay Financial Services Guides and Product Disclosure Statements.

Complainants may use toll-free facilities for making their complaint and special arrangements and support may be made available for complainants with special needs e.g. help for those with limited literacy or English language skills, or other limitations. This policy and procedure document is available on our CRM for internal staff use.

(e) Responsiveness

All complaints should be acknowledged as soon as reasonably practicable, by way of a letter or a phone call. The response timelines should also be provided to the complainant in the acknowledgement letter and / or phone call. Where a complaint is not resolved at the time it is made, an acknowledgement letter must be issued within three (3) business days of receipt of the complaint.

Complaints should be addressed promptly in accordance with their urgency and be dealt with through the internal complaint handling and dispute resolution procedures to:

- (i) prevent complaints from becoming entrenched;
- (ii) preserve relationships with customers and service providers; and
- (iii) utilise the most efficient and cost-effective way of resolving issues.
- (iv) Urgent complaints should be responded to as agreed with the complainant.
- (v) A substantial response to the complaint must be made within twenty-five (25) business days of receipt of the complaint including information for the complainant that epay has either;
  - (A) accepted the complaint and, where appropriate, offered redress;
  - (B) offered redress without accepting the complaint; or
  - (C) rejected the complaint with reasons.

(vi) If it is impossible to substantially respond to the complaint within twenty-five (25) business days, an explanation should be provided to the complainant before the time limit expires and another realistic deadline set. In the event that complainants are not satisfied with the resolution or remedy offered by epay, they are to be informed of the opportunity to take the complaint to the Australian Financial Complaints Authority (AFCA), an approved external dispute resolution scheme of which we are a member (member number 75544), and which provides fair and independent financial services complaint resolutions. You may contact AFCA via the following methods:

- (1) Website: <https://www.afca.org.au>
- (2) Email: [info@afca.org.au](mailto:info@afca.org.au)
- (3) Telephone: 1800 931 678 (free call)
- (4) In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

(f) Objectivity & Fairness

epay adopts the following principles in the application of this policy and will ensure:

- (i) The process for dealing with a complaint is made available to the complainant and any information relating to the complaint handling process is accessible and available in plain English.
- (ii) All relevant facts are obtained and recorded appropriately, with consideration to confidentiality and sensitivity of information and individuals – for both complainants and epay staff.
- (iii) The complainant is not subjected to any biased treatment and that the process will focus on solving the problem for the complainant and not on assigning blame.
- (iv) For complaints relating to epay staff an independent assessment and investigation will be conducted to ensure that they are also not subjected to any biased treatment.
- (v) epay staff that may be the subject of a complaint will be informed of the complaint, given an opportunity to explain the circumstances, be provided with the appropriate support and be informed on the progress of the complaint and the result.
- (vi) All relevant information regarding the incident or complaint should be obtained and appropriately recorded including any response provided by the epay staff member or service provider implicated in the complaint (e.g. any agents epay engages to provide professional services).
- (vii) Adequate opportunity should be allowed for the complainant and any staff member or service provider implicated in the complaint to make their case. Wherever possible, a complaint will be investigated by an independent epay staff member not involved in the subject matter of the complaint.

(g) Charges

epay does not charge complainants for the complaint handling process.

(h) Confidentiality

- (i) epay will collect information from the complainant in accordance with existing data collection policies and procedures.
- (ii) Personally identifiable information concerning the complainant should be available where needed but only for the purposes of addressing the complaint within epay, and we will ensure that such information is actively protected from disclosure, unless the complainant expressly consents to its disclosure.



(i) Training

To facilitate compliance with this policy and the associated procedures and processes, training will be provided by the Complaints Officer to all staff in contact with customers and complainants on the operational implementation of this policy and the associated resources.

Staff who specifically deals with complaints will be provided with further coaching or education on the Internal Dispute Resolution procedures or complaints handling techniques in general. Training will be provided to all complaint handling staff on an annual basis, or more frequently as a consequence of a regulatory, policy or procedure change.

(j) Review, Monitoring and Continual Improvement

(i) This policy and related procedures & processes are subject to annual review.

(ii) The performance of the complaints handling and dispute resolution processes will be assessed through review and analysis of the complaints handling.

(iii) The Complaints Officer will conduct ongoing reviews of the operational implementation of this policy and procedure document and will liaise with relevant managers and staff during the review process.

(iv) The Complaints Officer will also ensure a periodic independent review of this policy and procedure document is conducted.

(k) Systemic and Recurring Issues

(i) The Complaints Officer is responsible for reviewing the Complaints Register and preparing a quarterly report to be provided to the Board.

(ii) The Complaints Officer, together with the senior management, will attempt to identify recurring trends and systemic issues in order to improve business practices and to prevent complaints from re-occurring.

(iii) Any issues identified as a result of the reviews and reporting will be raised with relevant functional managers and issues will remain on the agenda until they have been satisfactorily resolved.

(l) Escalation

The Complaints Officer will immediately notify the Board, to ensure issues of a regulatory nature are properly actioned and are (where appropriate) reported to the regulatory authority within required timeframes in instances where complaints raised relate to any one or more of the following key compliance areas:

- Corporations Act & ASIC regulatory requirements
- Privacy regulations
- Trade Practices regulations
- Occupational Health & Safety regulations
- Fraud and Anti Money Laundering regulations

## **2.10 Professional indemnity insurance**

The Company maintains professional indemnity insurance to cover the financial products and services we provide, including any claims in relation to the conduct of our former representatives or employees.

## 2.11 Privacy Policy

The Company is subject to the Australian Privacy Principles under the *Privacy Act 1988* (Cth). The Company's Privacy Policy explains how we protect the privacy of your personal information under the Australian Privacy Principles. Please contact us if you have any concerns.

A copy of our Privacy Policy is available **online** at <https://www.epayworldwide.com.au/privacy-policy>.

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## 3 Product Disclosure Statement

### 3.1 Overview

This PDS is an important document. This PDS is designed to provide you with important information regarding our Services with an overview of the benefits and risks provided in section 3.5.

This PDS provides information in relation to our Services to assist you in making an informed decision about whether the Services will meet your needs.

Please read all of this PDS (and the relevant Terms and Conditions available **online** at <https://www.epayworldwide.com.au/fsgpds/> carefully before deciding whether to use the Services.

The information in this PDS is current as of the date of issue. The information in this PDS may change from time to time. If the change is not materially adverse to you, we may notify you of the change on our website at <https://www.epayworldwide.com.au/fsgpds/>.

You may obtain a free paper copy of any updates by contacting us by one of the methods set out in this PDS. We may also update this PDS by issuing a Supplementary PDS.

### 3.2 Our licensee

The Company is an Authorised Representative (no. 001246988) of AFSL Holder No. 448066.

### 3.3 Client agreement

To use the Company's Services, you will need to open an account with us and will be required to sign the Alternative Payments Retailer Agreement or Alternative Payments Addendum to the Retailer Agreement you already have in place with us, under which you agree to be bound by our Terms and Conditions. Our Terms and Conditions are important legal documents governing our relationship with you. We recommend that you consider seeking independent legal advice before entering into the Terms and Conditions, as the terms and conditions are important and affect your dealings with us.

You are taken to accept the terms of the Terms and Conditions when you execute the Alternative Payments Retailer Agreement or process your first transaction (whichever is earlier).

Information contained in this PDS is general only and does not constitute a recommendation, advice or opinion. It does not take into account your individual objectives, financial situation, needs or circumstances. We strongly recommend that you obtain your own legal, tax and investment advice, taking into account your particular needs and financial circumstances.

### 3.4 Registration and identification

The Company is subject to certain requirements under the Australian anti-money laundering and counter-terrorism financing (**AML/CTF**) regime. The Company cannot provide Services to you until the Company has undertaken certain identification procedures to establish your identity.

The Company may be required to reconfirm your identity and personal details at any time, and you agree to supply any reasonably specified identification documentation within a reasonable period of time if requested by the Company. Failure to provide any reasonably requested identification documentation to the Company may result in the Company being required to suspend your account until the requested documentation has been provided.

### 3.5 Fees and charges

#### (a) Fee schedule

The fee schedule below sets out the fees and charges that apply to our services. Details of all fees and costs will be disclosed to you prior to receiving any advice or entering into a transaction. Fees charged are based on the standard fees and charges set out in the fee schedule below:

|                              |   |
|------------------------------|---|
| <b>Minimum Monthly Value</b> | \$2,500 Face Value sales per site per month |
|------------------------------|---|

#### SERVICE FEES

|                     | <b>EPAY VERIFONE TERMINAL</b>   | <b>EPAY 4G ANDROID TERMINAL</b>  | <b>WEBPOS</b> | <b>BANK TERMINAL/ POS PROVIDER</b> |
|---------------------|---|--|---------------|------------------------------------|
| Set-Up Fee          | \$99 (ex GST)   | \$99 (ex GST)  | \$99 (ex GST) | NIL                                |
| Service Fee         | \$50 (ex GST) per Terminal invoiced and payable annually in advance from January or charged pro-rata for the remaining months in the year.              | \$50 (ex GST) per Terminal invoiced and payable annually in advance from January or charged pro-rata for the remaining months in the year. | NIL           | NIL                                |
| Terminal Rental Fee | \$50 (ex GST) per Terminal Per month if the Terminal does not meet the Minimum Monthly Value for either Products Sales or Alternative Payment Services. | \$35 (ex GST) per Terminal Per month   | NIL           | NIL                                |
| Consumables Fee     | \$11 (ex GST) per Terminal per month  | \$11 (ex GST) per Terminal per month   | NIL           | NIL                                |

#### OTHER FEES

|                       |   |
|-----------------------|---|
| Early Termination Fee | \$50 (ex GST) per month per store for the remaining term of the agreement. epay may waive the Early Termination Fee if it is satisfied that the Retailer has terminated this Retailer Agreement due to a genuine sale or closure of its business.   |
| Administration Fee    | \$2 (ex GST) per invoice per week for printed invoices. This fee is waived if the weekly invoices are delivered electronically. Any re-issue or additional requests for copied of invoices, or statements, whether printed or electronic, will attract an additional Administration Fee per invoice |

(b) Tax considerations

Our Services may have tax implications. The taxation consequences of our Services can be complex and will differ for each individual's financial circumstances. We recommend that you obtain independent taxation and accounting advice in relation to the impact of these transactions and Services on your particular financial situation.

**3.6 Cooling off regime**

Two (2) business days after the agreement has been signed by the client and ends at 5pm on the next business day. Public holidays, bank holidays and weekends are not included in the cooling-off period. If you decide to cancel your agreement during the cooling off period, we will refund the Set-Up Fee as well as waiving the Early Termination Fee.

**3.7 Privacy**

The Company is subject to the Australian Privacy Principles under the *Privacy Act 1988* (Cth). The Company's Privacy Policy explains how we protect the privacy of your personal information under the Australian Privacy Principles. Please contact us if you have any concerns.

A copy of our Privacy Policy is available **online** at <https://www.epayworldwide.com.au/privacy-policy>.

**3.8 Amendments to the PDS**

This PDS may be amended and in most circumstances, you will be notified of the changes electronically as an amended or supplementary PDS provided by us.