

BPAY® Terms and Conditions

Part A

1 Payments

- 1.1 We will not accept an order to stop a **BPAY** Payment once you have instructed us to make that **BPAY** Payment.
- 1.2 You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment - for those errors see clause 1.6 below) when instructing us to make a **BPAY** Payment, or if you did not authorise a **BPAY** Payment that has been made from your account. Clause 2 describes when and how we will arrange for such a **BPAY** Payment (other than in relation to an underpayment) to be refunded to you.
- 1.3 Subject to clause 12 - Cut off Times Billers who participate in the **BPAY** Scheme have agreed that a **BPAY** Payment you make will be treated as received by the Biller to whom it is directed:
- (a) on the date you make that **BPAY** Payment, if you tell us to make the **BPAY** Payment before our Payment Cut-Off Time on a Banking Business Day; or
 - (b) on the next Banking Business Day, if you tell us to make a **BPAY** Payment after our Payment Cut-Off Time on a Banking Business Day, or on a non-Banking Business Day.
- 1.4 A delay may occur in processing a **BPAY** Payment where:
- (a) there is a public or bank holiday on the day after you tell us to make a **BPAY** Payment;
 - (b) you tell us to make a **BPAY** Payment either on a day which is not a Banking Business Day or after the Payment Cut-off

Time on a Banking Business Day;

- (c) another financial institution participating in the **BPAY** Scheme does not comply with its obligations under the **BPAY** Scheme; or
- (d) a Biller fails to comply with its obligations under the **BPAY** Scheme.

1.5 While it is expected that any delay in processing under this agreement for any reason set out in clause 1.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

1.6 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a **BPAY** Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another **BPAY** Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

2 Liability

EFT Code

- 2.1 If under this clause 2 you are liable for an unauthorised or fraudulent payment or as a result of a **BPAY** View billing error and the Electronic Funds Transfer Code of Conduct (EFT Code) applies, then your liability is limited to the lesser of:
- (a) the amount of **that** unauthorised or fraudulent payment; and
 - (b) the limit (if any) of your liability set out in our terms and conditions for the applicable product or service. To increase the security of your **BPAY** service, a Daily Payment Limit of \$10,000 will be applied to certain Billers. This Daily Payment

Limit will only apply to a certain group of Billers (in particular, this relates to payments made to credit card accounts). The \$10,000 limit will not be implemented for Billers related to payments of your utilities: e.g. electricity or phone bills.

If (b) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

Mistaken payments, unauthorised transactions and fraud

2.2 We will attempt to make sure that your **BPAY** Payments are processed promptly by the participants in the **BPAY** Scheme, including those Billers to whom your **BPAY** Payments are to be made. You must promptly tell us if:

- you become aware of any delays or mistakes in processing your **BPAY** Payments
- if you did not authorise a **BPAY** Payment that has been made from your account, or
- if you think that you have been fraudulently induced to make a **BPAY** Payment.

We will attempt to rectify any such matters in relation to your **BPAY** Payments in the way described in this clause. However, except as set out in this clause 2 and clause 15, we will not be liable for any loss or damage you suffer as a result of using the **BPAY** Scheme.

The longer the delay between when you tell us of the error and the date of your **BPAY** payment, the more difficult it may be to perform the error correction. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

Mistaken payments

2.3 If a **BPAY** Payment is made to a person or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

Unauthorised payments

2.4 If a **BPAY** Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- (a) we can not recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it, and
- (b) the payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

Fraudulent payments

2.5 If a **BPAY** Payment is induced by the fraud of a person involved in the **BPAY** Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the **BPAY** Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

Resolution principles

2.6 If a **BPAY** Payment you have made falls within the type described in clause 2.4 and also clause 2.3 or 2.5, then we will apply the principles stated in clause 2.4.

If a **BPAY** Payment you have made falls within both the types described in clauses 2.3 and 2.5, then we will apply the principles stated in clause 2.5.

Indemnity

2.7 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you

- (a) did not observe any of your obligations under these terms and conditions; or
- (b) acted negligently or fraudulently in connection with this agreement.

Biller consent

2.8 If you tell us that a **BPAY** Payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller who received that **BPAY** Payment, consenting to us obtaining from the Biller information about your account with that Biller or the **BPAY** Payment, including your customer reference number and such information as we reasonably require to investigate the **BPAY** Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that **BPAY** Payment.

2.9 **BPAY View billing errors**

2.9.1 For the purposes of this clause 2.9, a **BPAY View** billing error means any of the following:

- if you have successfully registered with **BPAY View**:

- failure to give you a bill (other than because you failed to view an available bill);
- failure to give you a bill on time (other than because you failed to view an available bill on time);
- giving a bill to the wrong person;
- giving a bill with incorrect details
- if your **BPAY View** deregistration has failed for any reason:
 - give you a bill if you have unsuccessfully attempted to deregister).

2.9.2 You agree that if a billing error occurs:

- (a) you must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
- (b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the billing error.

2.9.3 You agree that for the purposes of this clause you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in **BPAY View**.

3. Batch Entry Payments

Batch Entry Payments not currently available.

- 3.1 You may make your **BPAY** Payments with us by a Batch Entry payment method if we agree that you may do so. A Batch Entry method is only available to a payer making **BPAY** Payments on its own behalf or a payer that in the ordinary course of its business makes multiple **BPAY** Payments on its own behalf or on behalf of its related entities to discharge its debts, or the debts of its related entities to one or more Billers.
- 3.2 You may only make a Batch Entry payment with us by debiting your credit card account or debit card account held with us (as the case may be).
- 3.3 If you use a Batch Entry payment method you warrant to us that you make such a **BPAY** Payment:
- (a) on your own account as payer and not for the benefit of any other person (including an individual, a body corporate, a firm, an unincorporated association or an authority) or as a payer that in the ordinary course of its business makes multiple **BPAY** Payments on its own behalf or on behalf of its related entities to discharge its debts, or the debts of its related entities to one or more Billers; and
 - (b) not to carry on a business of making payments through the **BPAY** Scheme using Batch Entry payment methods.
- 3.4 If you use a Batch Entry payment method you agree to notify us in writing of any non-compliance by you with a term of this agreement in connection with making a Batch Entry payment as soon as practicable after you become aware of the non-compliance.
- 3.5 All other terms and conditions set out in these Payer Terms apply to Batch Entry payments.

Part B

4 BPAY Scheme

- 4.1 We are a member of the **BPAY** Scheme. The **BPAY** Scheme is:
- an electronic payments scheme through which you can ask us to make payments on your behalf to organisations (**Billers**) who tell you that you can make payments to them through the **BPAY** Scheme (**BPAY payments**); and
 - a scheme through which you can receive or access bills or statements electronically (**BPAY View**) from participating billers nominated by you by:
 - opening an email sent to you whenever a bill or statement is received by us with a link to our Website or
 - accessing our Website,and may choose to pay them electronically using internet banking or any other payment method accepted by the Biller.
- We will tell you if we are no longer a Member of the **BPAY** Scheme. For the purposes of the **BPAY** Scheme, we may also be a Biller and you may nominate us as a Biller for the purposes of your use of **BPAY View**.
- 4.2 When you tell us to make a **BPAY** Payment, you must give us the information specified in clause 7 below. We will then debit your account with the amount of that **BPAY** Payment.

5 How to use the BPAY Scheme

- 5.1 **BPAY** payments can be made from most accounts held with us.
- 5.2 You can ask us to make a **BPAY** Payment at some time in the future up to 90 days. Cleared funds must be available the working day before

payment is due. If we are not able to make the BPAY Payment at that future payment date, we will not advise you. A Payment may not be able to be made due to insufficient funds, an invalid account or because the Biller not longer participates in the BPAY Scheme.

- 5.3 You must comply with the terms and conditions applying to the account to which you request us to debit a **BPAY** Payment, to the extent that those account terms are not inconsistent with or expressly overridden by the **BPAY** terms and conditions. The **BPAY** Terms set out below are in addition to those terms.

If there is any inconsistency between the terms and conditions applying to the account and the **BPAY** terms and conditions, the **BPAY** terms and conditions will apply to the extent of that inconsistency.

- 5.4 When you use a credit card to pay a bill through the **BPAY** Scheme, we treat that payment as a credit card purchase transaction.
- 5.5 The Payer acknowledges that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the Payer and that Biller.

6 Valid payment direction

We will treat your instruction to make a **BPAY** Payment as valid if, when you give it to us you comply with our terms and conditions and security procedures.

7 Information you must give us

When you tell us to make a BPAY Payment, you will be required to provide the biller code and the reference number (and other information) as appears on the bill or statement.

You acknowledge that we are not obliged to effect a **BPAY** Payment if you do not give us all of the above

information or if any of the information you give us is inaccurate.

8 Payment queries

You must be careful to ensure that you tell us the correct amount you wish to pay. We will then debit the account you specify with the amount of that BPAY Payment. If you instruct us to make a BPAY Payment and you later discover that:

- The amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess
- The amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference
- You do require a complete BPAY payment refund, you can contact FirstMac on 1800 651 898.

You acknowledge that we are not obliged to affect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

9 BPAY View

BPAY View not currently available

- 9.1 Should it become available we will advise you how to register.
- 9.2 Once you register with **BPAY** View, you:
- (a) agree to our disclosing to Billers nominated by you:
 - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable

- Billers to verify that you can receive bills and statements electronically using **BPAY** View (or telling them if you cease to do so); and
- (ii) that an event in clause 9.3 (b), (c), (d), (e) or (f) has occurred;
- (b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our Website and any link to a bill or statement;
- (c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this clause we are the agent for each Biller nominated by you under (a) above.
- 9.3 You may receive paper bills and statements from a Biller instead of electronic bills and statements:
- (a) at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- (b) if you or a Biller de-register from **BPAY** View;
- (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- (e) if we are aware that you are unable to access your email or our Website or a link to a bill or statement for any reason;
- (f) if any function necessary to facilitate **BPAY** View malfunctions or is not available.
- 9.4 You agree that when using **BPAY** View:
- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
- (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
- (ii) at the email address nominated by you;
- (b) if you receive notification on our Website without an email then that bill or statement is received by you:
- (i) when a notification is posted on our Website, whether or not you choose to access our Website; and
- (ii) at our Website;
- (c) bills and statements delivered to you remain accessible through our Website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
- (d) you will contact the Biller direct if you have any queries in relation to bills or statements.
- 9.5 You must:
- (a) check your emails or our Website at least weekly;
- (b) tell us if your contact details (including email address) change;

- (c) tell us if you are unable to access your email or our Website or a link to a bill or statement for any reason; and
- (d) ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available).

10 Changes to terms

- 10.1 We can change these terms at any time provided we provide you with at least 30 days notice prior to the change taking effect.
- 10.2 We will tell you about any changes on our Website
- 10.3 If you wish to cancel this agreement as a result of any change or variation we make to this agreement, you must contact us. In these circumstances, you will not be charged any fees or charges associated with us cancelling this agreement.

11 Suspension

- 11.1 We may suspend your right to participate in the **BPAY** Scheme at any time.
- 11.2 The circumstances in which we may suspend your right to participate are:

Where you fail to observe the terms and conditions under which this facility is provided.

Where your account is or has been in default.

For any other reason we consider appropriate including suspected fraud or other irregularities.

12 Cut-off times

If you tell us to make a payment before the time specified below, it will in most cases be treated as having been made on the same day.

Cut-off times: Payments using **BPAY** made before 3.00pm QLD EST time have to be applied to the account by the Biller as at that date, but it will not be until at least the next day and possibly longer that they are processed by the Biller.

Payments made after 3.00pm QLD EST, on a QLD public holiday or the weekend will be received and processed by the biller on the day after the next QLD banking day.

If you schedule a payment in advance, and the date you select is a QLD public holiday or, Saturday or Sunday then the biller will not receive the payment until the day after the next QLD Banking day.

If you do not have sufficient funds in your account, the banking day before your payment is scheduled, then your **BPAY** transaction may be rejected.

*Banking days are Monday to Friday and exclude QLD public holidays and weekends.

13 When a Biller cannot process a payment

If we are advised that your payment cannot be processed by a Biller, we will:

- (a) advise you of this; or
- (b) credit your account with the amount of the **BPAY** Payment; and
- (c) take all reasonable steps to assist you in making the **BPAY** Payment as quickly as possible.

14 Account records

You should check your account records carefully and promptly report to us as soon as you become aware of any **BPAY** Payments that you think are errors or are **BPAY** Payments that you did not authorise or you think were made by someone else without your permission.

15 Consequential damage

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

We are not liable for any consequential loss or damage you suffer as a result of using the **BPAY** Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

16 Privacy

16.1 In addition to clause 9.2, if you register to use the **BPAY** Scheme, you:

(a) agree to our disclosing to Billers nominated by you and if necessary the entity operating the **BPAY** Scheme (**BPAY** Pty Ltd) or any other participant in the **BPAY** Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the **BPAY** Scheme:

(i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the **BPAY** Scheme;

(ii) such of your transactional information as is necessary to process your **BPAY** Payments and your use of **BPAY** View. Your **BPAY** Payments information will be disclosed by **BPAY** Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of **BPAY** View will be disclosed by **BPAY** Pty Ltd, through its agent, to the Biller; and

(iii) that an event in clause 9.3 (b), (c), (d), (e) or (f) has occurred.

16.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the **BPAY** Scheme referred to in clause 16.1, as necessary.

16.3 You can request access to your information held by us, **BPAY** Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in the Definitions clause 17.

16.4 If your personal information detailed above is not disclosed to **BPAY** Pty Ltd or its agent, it will not be possible to process your requested **BPAY** Payment or use of **BPAY** View.

17 Definitions

Banking Business Day - any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

Batch Entry - a method of making **BPAY** Payments to one or more billers by you

compiling and transmitting a computer file to us which contains payer directions.

Biller - see clause 4.1.

BPAY Pty Ltd

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Level 6 1 York Street
Sydney NSW 2000
T : (02) 8252 0500

BPAY Payments - see clause 1 and 3.

Cardlink Services Limited

ABN 60 003 311
644 Level 4, 3 Rider Boulevard
Rhodes NSW 2138
T: (02) 9646 9222

Payment Cut-Off Time - with respect to a Banking Business Day, the time specified in clause 12 for that day.

You - the account holder instructing us to make **BPAY** Payments from time to time. Any other grammatical form of the word "you" has a corresponding meaning.

We - FirstMac Assets Pty Ltd - any other grammatical form of the word "we" has a corresponding meaning.