



# PayTo Customer Service Agreement

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This is the PayTo Service Agreement (“**Service Agreement**”) which governs Your use of PayTo (under the New Payments Platform, as established by NPP Australia Limited, “**PayTo**”) to pre-authorise one-off or recurring real-time payments to pay for our goods or services. It also details what our obligations are to You with respect to PayTo under this Service Agreement.

## 1. Establishing a Payment Agreement

- 1.1 When You choose PayTo as a payment method for our goods or services, You are deemed to have requested us (as the merchant) and Our Financial Institutions to create a Payment Agreement in the Mandate Management Service.
- 1.2 By making a Payment Agreement Creation Request, You hereby consent to us collecting, using, disclosing, recording or otherwise processing Your personal details which You provide to us, including your name, Account information or PayID details (as applicable), in order for us to establish a Payment Agreement through Our Financial Institutions. Any personal information or data which You provide to us for the purposes of establishing a Payment Agreement will be subject to our privacy policy.
- 1.3 Not all financial institutions offer PayTo services. If Your Financial Institution does not offer PayTo services, we will let You know and offer You an alternative Payment option.
- 1.4 If Your Financial Institution supports PayTo, following the creation of a Payment Agreement on the PayTo Database (which will be carried out by Our Financial Institutions), the Mandate Management Service will notify Your Financial Institution relating to the relevant Payment Agreement. Your Financial Institution will then deliver the Payment Agreement to You, for You to view and to authorise at Your discretion.
- 1.5 Your Authorisation of the Payment Agreement is required to be given to Your Financial Institution within the period of time specified in the Payment Agreement (which must not exceed five (5) calendar days, unless we expect a real-time response from You, in which case it must not exceed five (5) minutes), in order for the Payment Agreement to be effective. If Your Account is a joint Account, Your Financial Institution may need all joint Account holders to authorise the Payment Agreement. If You (or in the case of joint Account, all joint account holders) authorise the Payment Agreement within the specified period of time, we will record Your authorisation against the record of the Payment Agreement in the Mandate Management Service, and the Payment Agreement will then be deemed to be authorised and effective.
- 1.6 If You decline the Payment Agreement given to You by Your Financial Institution, or if You (or in the case of joint Account, any joint account holder) fail to indicate whether the Payment Agreement will be authorised or declined within the specified period of time, the Payment Agreement is deemed to have been declined, and we will note that against the record of the Payment Agreement in the Mandate Management Service.
- 1.7 You acknowledge and agree that we reserve the right to recall and cancel the Payment Agreement at any time prior to You indicating your authorisation or rejection of the Payment Agreement, or prior to the expiry of the time period specified in the Payment Agreement.
- 1.8 The method and means by which Your Financial Institution communicates and delivers the Payment Agreement to You will be at the sole discretion of Your Financial Institution.
- 1.9 If the terms contained in the Payment Agreement do not accurately reflect Your understanding of the terms that You are about to enter into with us, You shall promptly inform us, so that we can amend the details of the Payment Agreement, and re-submit it to You.
- 1.10 You must not submit any more than three (3) Payment Agreement Creation Requests per day to us for our same goods or services. We reserve the right to suspend processing Your Payment Agreement Creation Requests if You fail to comply with this clause 1.10.

## 2. Viewing the Payment Agreement

- 2.1 Your Financial Institution will provide You with a facility to view the Payment Agreements You have authorised.
- 2.2 You may also contact us to confirm details of Your Payment Agreement with us.

## 3. Payments under the Payment Agreement

- 3.1 As soon as a Payment Agreement becomes effective (upon your authorisation), may arrange for Payment to be made from Your Account.
- 3.2 We will only arrange for Payments to be made from Your Account in accordance with the terms set out in the Payment Agreement, and subject to the terms and conditions of this Service Agreement.
- 3.3 Before we arrange for any Payment to be made, we or Our Financial Institution will firstly validate our request for Payment with the Payment Agreement which is stored in the Mandate Management Service to ensure it remains valid and active (that is, that it has not been suspended or cancelled, or otherwise amended, by You). Once our request for Payment has been validated against the relevant Payment Agreement, Our Financial Institutions shall then make a request for Payment (on our behalf) with Your Financial Institution. You shall then receive a notification from Your Financial Institution that Your Account has been debited.
- 3.4 If the Payment Agreement requires us to send You a billing advice before we arrange for Payment to be made from Your Account, we will only arrange for the Payment to be made from Your Account if we have sent a billing advice which specifies the amount payable by You to us and when it is due to the email or physical address provided by You to us when requesting us to establish the Payment Agreement.
- 3.5 The PayTo service is a 24/7 service, which means the Payment Day may fall on a day which is not a Banking Day. If that is the case, we may arrange for Payment to be made on that day. However, we may also choose to direct Your Financial Institution to make the Payment from Your Account on the first Banking Day after the Payment Day. If You are unsure about which day Payments under the Payment Agreement will be made from Your Account, You should check with Your Financial Institution.

## 4. Amendments by Us

- 4.1 We may vary any of our details included in the Payment Agreement at any time by giving You at least seven (7) days' written notice.
- 4.2 If we wish to vary any Payment Terms of the Payment Agreement under clause 4.1, we will submit these as requested amendments to the Payment Agreement in the Mandate Management Service. Your Financial Institution will notify You of the amendment and seek Your Authorisation (where required). This will be recorded in the Mandate Management Service for the amendment to take effect. If Your Authorisation to a Payment Agreement is required, You must indicate whether You authorise or reject the amendment to the Payment Agreement within five (5) calendar days, otherwise the amendment request will lapse. If You decline the amendment request, or if You fail to indicate whether You will authorise or reject the amendment within the specified period of time, the amendment request is deemed to be rejected. If the terms contained in the amendment do not accurately reflect the updated terms of the Payment Agreement, You shall promptly inform us, so that we can amend the details of the amendment request, and re-submit it to You.
- 4.3 We may suspend or cancel the Payment Agreement at any time. If we do so, we will not be able to arrange for Payments to be made from Your Account.

4.4 The status of our Payment Agreement with You will be as represented by the record of the Payment Agreement in the Mandate Management Service.

## 5. Amendments by You

5.1 You may change Your Account Number or PayID in our Payment Agreement, or suspend or cancel our Payment Agreement via Your Financial Institution, which is required to act promptly on Your instructions by modifying the record of the Payment Agreement in the Mandate Management Service. If Your Authorisation to a Payment Agreement is required, You must indicate whether You authorise or reject the amendment to the Payment Agreement within five (5) calendar days, otherwise the amendment request will lapse. If You decline the amendment request, or if You fail to indicate whether You will authorise or reject the amendment within the specified period of time, the amendment request is deemed to be rejected. If the terms contained in the amendment do not accurately reflect the updated terms of the Payment Agreement, You shall promptly inform us, so that we can amend the details of the amendment request, and re-submit it to You.

5.2 You must not submit more than three (3) requests within one (1) day to amend a Payment Agreement.

## 6. Your Obligations

6.1 It is Your responsibility to ensure that there are sufficient clear funds available in Your Account to allow a Payment to be made in accordance with the Payment Agreement.

6.2 If there are insufficient clear funds in Your Account to meet a Payment:

- a) We may retry up to three times on the Payment Day to have the Payment made, and on each successive day until the Payment is made;
- b) You may be charged a fee and/or interest by Your Financial Institution;
- c) You may also incur fees or charges imposed or incurred by us; and
- d) failing Payment under a retry being successful, You must arrange for the Payment to be made by another method or arrange for sufficient clear funds to be in Your Account by an agreed time so that we can process the Payment.

6.3 You should check Your Account statement to verify that the amounts debited from Your Account are correct.

## 7. Dispute

7.1 The record of the Payment Agreement in the Mandate Management Service is evidence of the value and frequency of Payments that You have authorised us to have made from Your Account. If You believe that there has been an error relating to Payments from Your Account, You may notify us directly so that we can resolve Your claim quickly.

7.2 If we conclude as a result of our investigations that a Payment has been made incorrectly from Your Account, we will respond to Your query by arranging for Your Financial Institution to adjust Your Account (including interest and charges) accordingly. We will also notify You in writing of the amount by which Your Account has been adjusted.

7.3 If we conclude as a result of our investigations that a Payment has not been made incorrectly from Your Account, we will respond to your query by providing You with reasons and any evidence for this finding in writing.

7.4 As an alternative to contacting Us in the first instance, You may contact Your Financial Institution. Your Financial Institution will be able to review the Payment Agreement in the Mandate Management Service and the Payment/s You believe have been made in error, and if appropriate recover the Payment/s (plus interest and charges) from us.

## 8. Accounts

8.1 You should check:

- a) with Your Financial Institution whether PayTo is available from Your Account;
- b) that Your Account details are in the correct format or the PayID which You have provided to us are correct; and
- c) with Your Financial Institution if You have any queries about PayTo service.

## 9. Confidentiality

9.1 We will keep any information (including your Account details or PayID details) in Your Payment Agreement Creation Request confidential. We will make reasonable efforts to keep any such information that we have about You secure and to ensure that any of our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.

9.2 We will only disclose information that we have about You:

- a) to the extent specifically required by law; or
- b) for the purposes of this Service Agreement (including disclosing information in connection with any query or claim).

## 10. Definitions

10.1 In this Service Agreement:

**Account** means the account held at Your Financial Institution from which we are authorised to arrange for and initiate Payments to be made.

**Account Number** means the BSB and account number for the Account.

**Authorisation** means your authorisation of the Payment Agreement (or amendment thereof) with Your Financial Institution.

**Banking Day** means a day other than a Saturday or a Sunday or a public holiday observed nationwide in Australia.

**Mandate Management Service** means the secure database managed by NPP Australia Limited relating to the PayTo service on behalf of Our Financial Institution and (to the extent it supports PayTo services) Your Financial Institution.

**NPP Addressing Service** means the database of account proxy identifiers maintained by NPP Australia Limited.

**Our Financial Institution** means the institution which processes payments under the Payment Agreement on our behalf, including any third party payment services providers which perform services on our behalf.

**PayID** means the identifier which You have registered in the NPP Addressing Service and which you provide to us as the identifier for your account.

**Payment** means a particular transaction where a payment is made from the account.

**Payment Agreement** means the payment agreement between You and us which authorises us to arrange for and initiate Payments to be made from Your Account, when You choose PayTo as the payment method for our goods and services. A Payment Agreement may include details relating to Your transaction with us, including Your details as a payor, our details as the payee, and other Payment Terms.

**Payment Agreement Creation Request** means Your request to us to create the Payment Agreement on Your behalf.

**Payment Day** means the day that Payment by You to us is due.

**Payment Terms** means the value, cap and/or frequency of payments that You authorise us to arrange to be made under the Payment Agreement.

**Service Agreement** means the terms of this document.

**You** means the customer who is authorised to operate the account, and "Your" shall also have the same meaning.

**Your Financial Institution** means the financial institution at which the Account is held.