Schedule

BPAY® Payer Terms

® Registered to BPAY

Definitions

Biller Code means a unique numerical code for a Biller or codes for a product or service offered by that Biller (as the case may be) allocated to that Biller.

BPAY means BPAY Pty Ltd ABN 69 079 137 518.

BPAY Participants means any person who participates in the BPAY Scheme in any capacity including as a Scheme Member, a Biller or a payer, a BPAY Service Provider or a Third-Party Service Provider.

BPAY Payments mean the electronic payments service promoted by BPAY and which is operated in accordance with the terms and conditions set out in BROP (as it applies to BPAY Payments).

BPAY Scheme means the scheme operated by BPAY from time to time to provide payment services to end customers.

BPAY Scheme Documents means the rules, including the BROP, which governs the Bank's participation in the BPAY Scheme.

BROP means the BPAY Scheme Rules and Operating Procedures in force from time to time.

Customer Reference Number means a numerical identification code assigned by a Biller to the Customer to facilitate the making and reconciliation of Payments to that Biller.

Payment means a payment made, or to be made, by or on behalf of the Customer using BPAY Payments and will be a debit of the Customer's account for the purposes of the Agreement.

Payment Cut Off Time means, with respect to a Business Day, the time specified in clause 1.5(a) for that day.

Scheme Member means a person participating in the BPAY Scheme as defined under the BPAY Scheme Documents.

Third-Party Service Provider means a service provider engaged by a Scheme Member to perform one or more of that Scheme Member's obligations under the BPAY Scheme Documents.

1 BPAY Payments

1.1 These BPAY terms

(a) The Customer must comply with the terms and conditions applying to the account which the Customer's requests the Bank to debit a Payment from, to the extent that those account terms are not inconsistent with or are expressly overridden by these BPAY terms and conditions. The BPAY terms and conditions set out below apply in addition to the account terms.

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

1.2 How to use BPAY Payments

(a) The Customer may make Payments from its relevant bank accounts held with the Bank.

(b) The Customer must make Payments in accordance with the Agreement or as instructed by the Bank from time to time.

1.3 Valid payment directions

(a) To make a Payment using BPAY Payments, the Customer must provide the Bank with a valid payment direction. When the Bank receives a valid payment direction from the Customer, the Bank will debit the Customer's account with the amount of the payment specified in the Customer's payment direction.

(b) The Bank will treat the Customer's payment direction as valid if the Customer provides the Bank with the required information and comply with the security procedures. For the purposes of this clause:

(i) the required information the Customer must give the Bank includes:

(A) the Biller Code of the Biller to be paid;

(B) the Customer's Customer Reference Number;

(C) the amount of the payment;

(D) details of the account to be debited with the amount of the payment; and

(E) if the payment direction relates to a scheduled Payment, the date the payment is to be made; and

(ii) the Customer must comply with the security procedures set out in the Agreement.

(c) The Customer acknowledges that the Bank is not obliged to effect a Payment if the Customer does not give the Bank all of the required information, if any of the information that the Customer gives the Bank is inaccurate, or if the Customer does not comply with the security procedures.

(d) The Bank may reject a payment direction if the Biller who is to receive the Payment has terminated their BPAY arrangements with their financial institution and has not entered into new BPAY arrangements with another financial institution.

1.4 Processing BPAY Payments

(a) The Bank will not accept an order to stop a Payment once the Customer has instructed the Bank to make that Payment.

(b) If the Bank is advised that the Customer's Payment cannot be processed by a Biller, the Bank will:

(i) advise the Customer of this;

(ii) credit the Customer's account with the amount of the Payment; and

(iii) take all reasonable steps to assist the Customer in making the Payment as quickly as possible.

(c) The Customer should notify the Bank immediately if the Customer becomes aware that the Customer may have made a mistake (except when the Customer makes an

underpayment, for those errors see clause 1.4(e) below) when instructing the Bank to make a Payment, or if the Customer did not authorise a Payment that has been made from the Customer's account. Clause 2 describes when and how the Bank will arrange for such a Payment (other than in relation to an underpayment) to be refunded to the Customer.

(d) The Customer acknowledges that the receipt by a Biller of a mistaken or erroneous payment from a third party does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the Customer and that Biller.

(e) The Customer must be careful to ensure that the Customer tells the Bank the correct amount the Customer wishes to pay. If the Customer instructs the Bank to make a Payment and the Customer later discovers that the amount the Customer told the Bank to pay was less than the amount the Customer needed to pay, the Customer can make another Payment for the difference between the amount actually paid to a Biller and the amount the Customer needed to pay.

1.5 Timing of Payments

(a) If the Customer tells the Bank to make a Payment by giving the Bank a valid payer direction on a Business Day before the time specified in the box below, it will be processed on the same day.

Payment Cut Off Time: 2:00p.m. Sydney time

(b) Billers who participate in BPAY Payments have agreed that a Payment the Customer makes will be treated as received by the Biller to whom it is directed:

(i) on the date the Customer makes that Payment, if the Customer tells the Bank to make the Payment before the Bank's Payment Cut Off Time on a Business Day; or

(ii) on the next Business Day, if the Customer tells the Bank to make a Payment after the Bank's Payment Cut Off Time on a Business Day, or on a non-Business Day.

(c) A delay may occur in processing a Payment, including if:

(i) the Customer tells the Bank to make the Payment after the Bank's Payment Cut Off Time and the following day is not a Business Day;

(ii) the Customer tells the Bank to make a Payment either on a day which is not a Business Day or after the Payment Cut Off Time on a Business Day;

(iii) the Bank does, or another financial institution participating in BPAY Payments does, not comply with any applicable obligations relating to BPAY Payments; or

(iv) a Biller fails to comply with any applicable obligations relating to BPAY Payments.

(d) While it is expected that any delay in processing under this Agreement will not continue for more than one Business Day, any such delay may continue for a longer period.

2 Liability

2.1 Mistaken payments, unauthorised payments and fraud

(a) The Bank will attempt to make sure that the Customer's Payments are processed promptly by the participants in BPAY Payments, including those Billers to whom the Customer's Payments are to be made. The Customer must promptly tell the Bank if the Customer:

(i) becomes aware of any delays or mistakes in processing the Customer's Payments;

(ii) did not authorise a Payment that has been made from the Customer's account (for clarity, this does not include where the payment was initiated by the Customer or anybody with the Customer's knowledge or consent); or

(iii) thinks that the Customer has been fraudulently induced to make a Payment.

(b) The Bank will attempt to rectify any such matters in relation to the Customer's Payments in the way described in this clause. Except as set out in this clause 2, the Bank will not be liable for any loss or damage the Customer suffers as a result of using BPAY Payments.

(c) The Customer must provide the Bank such assistance as may be reasonably necessary to conduct investigations in respect of any mistaken, unauthorised or fraudulent payments.

(d) The longer the delay between when the Customer tells the Bank of the error and the date of the Customer's Payment, the more difficult it may be to perform the error correction. For example, the Bank or the Customer's Biller may not have sufficient records or information available to the Bank to investigate the error. If this is the case, the Customer may need to demonstrate that an error has occurred, based on the Customer's own records, or liaise directly with the Biller to correct the error.

2.2 Mistaken payments

If a Payment is made to a person or for an amount which is not in accordance with the Customer's instructions (if any), and the Customer's account was debited for the amount of that Payment, the Bank will credit that amount to the Customer's account. However, if the Customer was responsible for a mistake resulting in that Payment (e.g. due to entering the wrong details as part of a payment direction) and the Bank cannot recover the amount of that Payment from the person who received it within 20 Business Days of the Bank attempting to do so, the Customer must pay the Bank that amount.

2.3 Unauthorised payments

(a) If a Payment is made in accordance with a payment direction, which appeared to the Bank to be from the Customer or made on the Customer's behalf but for which the Customer did not give authority, the Bank will credit the Customer's account with the amount of that unauthorised payment. This does not include a Payment where the payment direction was made by the Customer or by anybody with the Customer's knowledge or consent. Further, in all cases, the Customer must pay the Bank the amount of an unauthorised payment if the payment was made as a result of the Customer not complying with the Bank's prescribed security procedures.

(b) If the Bank is able to recover part of the amount of that Payment from the person who received it, the Customer must only pay the Bank the amount of that Payment that the Bank is not able to recover.

(c) If the Customer tells the Bank that a Payment made from the Customer's account is unauthorised, the Customer must first give the Bank written consent addressed to the Biller who received that Payment, consenting to the Bank obtaining from the Biller information about the Customer's account with that Biller or the Payment, including the Customer's Customer Reference Number and such information as the Bank reasonably requires to investigate the Payment. If the Customer does not give the Bank that consent, the Biller may not be permitted under law to disclose to the Bank the information the Bank needs to investigate or rectify that Payment.

2.4 Fraudulent payments

(a) If a Payment is made as a result of the Customer being fraudulently induced into making that Payment, and any other person involved in the BPAY Scheme committed, had actual knowledge of, or with reasonable diligence should have detected, the fraud, then that person should refund the Customer the amount of the fraud-induced payment. However, if that person does not refund the Customer the whole amount of the fraud-induced payment, the Customer must bear the loss.

2.5 Resolution principles

(a) If a Payment the Customer has made falls within the type described in clause 2.3 and also clause 2.2 or 2.4, then the Bank will apply the principles stated in clause 2.3.

(b) If a Payment the Customer has made falls within both the types described in clauses 2.2 and 2.4, then the Bank will apply the principles stated in clause 2.4.

2.6 No “chargebacks”

Except where a Payment is a mistaken payment referred to in clause 2.2, an unauthorised payment referred to in clause 2.3, or a fraudulent payment referred to in clause 2.4, Payments are irrevocable. No refunds will be provided through BPAY Payments where the Customer has a dispute with the Biller about any goods or services the Customer may have agreed to acquire from the Biller. This is the case even where the Customer's Payment has been made using a credit card account or a charge account card, no chargeback rights will be available for BPAY. Any dispute must be resolved with the Biller.

2.7 Indemnity

The Customer indemnifies the Bank against any loss or damage the Bank may suffer due to any claim, demand or action of any kind brought against the Bank arising directly or indirectly because the Customer acted negligently or fraudulently in connection, and in accordance, with this Agreement.

3 Suspension and termination

3.1 Suspension and Termination events

(a) Without limiting the Bank’s rights under the Agreement, the Bank may suspend or terminate the Customer's right to participate in BPAY Payments at any time in the circumstances set out in this clause 3.1. Where possible, the Bank will give the

Customer advance notice of any suspension or termination of the Customer's right to participate.

(b) The Bank may suspend or terminate the Customer's right to participate in BPAY Payments if:

(i) the Bank, or BPAY, suspects on reasonable grounds that the Customer or a person acting on the Customer's behalf is:

(A) being fraudulent;

(B) in breach, or will cause the Customer to be in breach, of this Agreement;

(C) using BPAY Payments in a manner that will, or is likely to, adversely affect the integrity, stability or reputation of BPAY Payments, the BPAY Scheme, or the quality of services offered to the Customer or other customers;

(D) using BPAY Payments in connection with any activities which are unlawful; or

(ii) the Bank is required to do so under the BPAY Scheme Documents or otherwise is requested to do so by BPAY or any regulatory authority; or

(iii) the Bank's membership to the BPAY Scheme or the Bank's subscription to BPAY Payments is suspended, ceases or is cancelled for any reason.

4 Privacy

(a) Without limiting any other provisions of the Agreement, in order to provide the Customer with access to BPAY Payments, the Bank may need to disclose information relating to the Customer, which may include the Customer's personal information, to BPAY and/or other BPAY Participants. If the Bank does not disclose information relating to the Customer, including the Customer's personal information, to BPAY or other BPAY Participants, the Bank will not be able to provide the Customer with services under BPAY Payments.

(b) Accordingly, the Customer agrees to the Bank disclosing to BPAY, its service providers and such other participants involved in BPAY Payments such information and personal information relating to the Customer as is necessary to facilitate the provision of BPAY Payments to the Customer.

5 Dispute Resolution

(a) If the Customer has a complaint concerning a Payment or the Bank’s performance in respect of a Payment, the Customer should contact the Customer’s Bank Relationship Manager or, if they are unavailable, their immediate supervisor.

(b) If the Customer complaint cannot be resolved promptly, the Customer’s Bank Relationship Manager (or their supervisor), will work with the Customer to address the matter quickly. The Bank will undertake a review of the complaint under its complaints review procedures. On written request, the Bank will promptly provide details of its complaints review procedures.

(c) If the Customer is not satisfied with the steps taken by the Bank to resolve the complaint, or with the result of the Bank’s investigation, the Customer may refer the

matter to a single arbitrator, who failing agreement between the Customer and the Bank, shall be nominated by the President for the time being of the Law Society of New South Wales (or the President's nominee), in accordance with and subject to the provisions of the *Commercial Arbitration Act 2010* (NSW).