

# PayTo Payer Customer Terms and Conditions

Effective 1<sup>st</sup> July 2022

## Definitions

**Account** means your account with us.

**Direct Debit** has the meaning given to the term “Direct Debit Request” in the BECS Procedures available at <https://www.auspaynet.com.au/resources/direct-entry>

**Mandate Management Service** means the central, secure database operated by NPP Australia Limited of Payment Agreements.

**Migrated DDR Mandates** has the meaning given in clause 1.21.

**Merchant** means a merchant with which you have established, or would like to establish, a Payment Agreement.

**NPP** means the New Payments Platform operated by NPP Australia Limited.

**NPP Payments** means electronic payments cleared and settled by participating financial institutions via the NPP.

**Our Intellectual Property** has the meaning given in clause 1.32.

**Payment Agreement** means an agreement established by you and an approved Merchant or Payment Initiator, by which you authorise us to make payments from your Account.

**Payment Initiator** means an approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your Account.

**PayTo** means the service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a Payment Agreement you have established with a Merchant or Payment Initiator that subscribes to the service.

**Transfer** has the meaning given in clause 1.15.

**Transfer ID** means a unique identification number generated by the Mandate Management Service in connection with a request to Transfer one or more Payment Agreements.

**we, us** and **our** means The Broken Hill Community Credit Union Ltd.

**you** and **your** means the Account holder whether that be an individual, a group of 2 or more individuals that are joint holders of the relevant Account, or a business organisation, that is our customer at the time that the Payment Agreement is established.

## Creating a Payment Agreement

1.1 PayTo allows Payers to establish and authorise Payment Agreements with Merchants or Payment Initiators who offer PayTo as a payment option.

1.2 If you elect to establish a Payment Agreement with a Merchant or Payment Initiator that offers PayTo payment services, you will be required to provide that the Merchant or Payment Initiator with your personal information including BSB/Account number or PayID. You are responsible for ensuring the correctness of the Account number or PayID you provide for the purpose of establishing a Payment Agreement. Any personal information or data you provide to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.

1.3 Payment Agreements must be recorded in the Mandate Management Service in order for NPP Payments to be processed in accordance with them. The Merchant or Payment Initiator is responsible for creating and submitting a record of each Payment Agreement to their financial institution or payments processor for inclusion in the Mandate Management Service. The Mandate Management Service will notify us of the creation of any Payment Agreement established using your Account or PayID details. We will deliver a notification of the creation of the Payment Agreement to you via email/SMS and Digital Banking, and provide details of the Merchant or Payment Initiator named in the Payment Agreement, the payment amount and payment frequency (if these are provided) to seek your confirmation of the Payment Agreement. You may confirm or decline any Payment Agreement presented for your approval. If you confirm, we will record your confirmation against the record of the Payment Agreement in the Mandate Management Service and the Payment Agreement will then be deemed to be effective. If you decline, we will note that against the record of the Payment Agreement in the Mandate Management Service.

1.4 We will process payment instructions in connection with a Payment Agreement, received from the Merchant's or Payment Initiator's financial institution, only if you have confirmed the associated Payment Agreement. Payment instructions may be submitted to us for processing immediately after you have confirmed the Payment Agreement so you must take care to ensure the details of the Payment Agreement are correct before you confirm them. **We will not be liable to you or any other person for loss suffered as a result of processing a payment instruction submitted under a Payment Agreement that you have confirmed.**

1.5 If a Payment Agreement requires your confirmation within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator.

1.6 If you believe the payment amount or frequency or other detail presented is incorrect, you may decline the Payment Agreement and contact the Merchant or Payment Initiator and have them amend and resubmit the Payment Agreement creation request.

## Amending a Payment Agreement

1.7 Your Payment Agreement may be amended by the Merchant or Payment Initiator from time to time, or by us on your instruction.

1.8 We will send you notification/s of proposed amendments to the payment terms of the Payment Agreement requested by the Merchant or Payment Initiator. Such amendments may include variation of the payment amount, where that is specified in the Payment Agreement as a fixed amount, or payment frequency. The Mandate Management Service will notify us of the amendment request. We will deliver a notification of the proposed amendment to you via email/SMS and Digital Banking for your approval. You may confirm or decline any amendment request presented for your approval. If you confirm, we will record the confirmation against the record of the Payment Agreement in the Mandate Management Service and the amendment will then be deemed to be effective. If you decline, the amendment will not be made. A declined amendment request will not otherwise affect the Payment Agreement.

1.9 Amendment requests which are not confirmed or declined within 5 calendar days of being sent to you, will expire. If you do not authorise or decline the amendment request within this period of time, the

amendment request will be deemed to be declined.

1.10 If you decline the amendment request because it does not reflect the updated terms of the agreement that you have with the Merchant or Payment Initiator, you may contact them and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the Merchant or Payment Initiator.

1.11 Once an amendment request has been confirmed by you, we will promptly update the Mandate Management Service with this information.

1.12 Once a Payment Agreement has been established, you may instruct us to amend your name or Account details in the Payment Agreement only. Account details may only be replaced with the BSB and account number of an account you hold with us. If you wish to amend the Account details to refer to an account with another financial institution, you may give us a transfer instruction. We may decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. You may not request us to amend the details of the Merchant or Payment Initiator, or another party.

### **Pausing your Payment Agreement**

1.13 You may instruct us to pause and resume your Payment Agreement via our Digital Banking services or calling us on 08 8088 2199. We will act on your instruction to pause or resume your Payment Agreement promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the pause or resumption. During the period the Payment Agreement is paused, we will not process payment instructions in connection with it. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator.

1.14 Merchants and Payment Initiators may pause and resume their Payment Agreements. If the Merchant or Payment Initiator pauses a Payment Agreement to which you are a party, we will promptly notify you of that, and of any subsequent resumption, via email/SMS and Digital Banking. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement by the Merchant or Payment Initiator.

### **Transferring your Payment Agreement**

1.15 You may elect to have payments under your Payment Agreement made from an account at another financial institution. You may do this by contacting us at [reception@bhccu.com.au](mailto:reception@bhccu.com.au) or calling us 08 8088 2199 advising us that you wish to "Transfer your Payment Agreement". We will provide you with a Transfer ID to provide to your new financial institution to enable them to complete the transfer.

1.16 Your new financial institution will be responsible for having you authorise the transfer of the Payment Agreement and also updating the Payment Agreement in the Mandate Management Service. The updated Payment Agreement will become effective upon being updated in the Mandate Management Service.

1.17 Until the Transfer is completed, the Payment Agreement will remain linked to your Account with us and payments under the Payment Agreement will continue to be made from your Account with us. If the other financial institution does not complete the transfer within 14 calendar days, the transfer will be deemed to be ineffective and payments under the Payment Agreement will continue to be made from your Account with us.

1.18 To Transfer a Payment Agreement that you have with another financial institution to us, you will need to obtain a Transfer ID from that institution and provide it to us by email, phone or in person. Where you instruct us to process a Transfer of a Payment Agreement from another financial institution to us, we will use reasonable endeavours to do so within 14 days. We do not guarantee that all Payment Agreements will be Transferrable to us. If we are unable to complete a Transfer, we will notify you and advise you of your options.

## Cancelling your Payment Agreement

1.19 You may instruct us to cancel a Payment Agreement on your behalf by email, phone or in writing. You can also cancel your Payment Agreement via our Digital Services. We will act on your instruction promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the cancellation. You will be liable for any loss that you suffer as a result of the cancellation of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator (for example, any termination notice periods that have not been adhered to).

1.20 Merchants and Payment Initiators may cancel Payment Agreements. We will not be liable to you or any other person for loss incurred as a result of cancellation of your Payment Agreement by the Merchant or Payment Initiator.

## Migration of Direct Debit arrangements

1.21 Merchants and Payment Initiators who have existing Direct Debit arrangements with their customers, may establish Payment Agreements for these, as *Migrated DDR Mandates*, in order to process payments under those arrangements via the NPP rather than BECS. If you have an existing Direct Debit arrangement with a Merchant or Payment Initiator, you may be notified by them that future payments will be processed from your Account under PayTo. You are entitled to prior written notice of variation of your Direct Debit arrangement and changed processing arrangements, as specified in your Direct Debit Service Agreement, from the Merchant or Payment Initiator. If you do not consent to the variation of the Direct Debit arrangement you must advise the Merchant or Payment Initiator. We are not obliged to provide notice of a Migrated DDR Mandate to you for you to confirm or decline. We will process instructions received from a Merchant or Payment Initiator on the basis of a Migrated DDR Mandate.

1.22 You may amend, pause (and resume), cancel or transfer your Migrated DDR Mandates, or receive notice of amendment, pause or resumption, or cancellation initiated by the Merchant or Payment Initiator, in the manner described in clauses 1.7 to 1.20.

## General

### Your responsibilities

1.23 You must ensure that you carefully consider any Payment Agreement creation request, or amendment request made in respect of your Payment Agreement or Migrated DDR Mandates and promptly respond to such requests. **We will not be liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a Payment Agreement or Migrated DDR Mandate.**

1.24 You must notify us immediately if you no longer hold or have authority to operate the Account from which a payments under a Payment Agreement or Migrated DDR Mandate have been / will be made.

1.25 You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason. **We will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.**

1.26 You are responsible for ensuring that you comply with the terms of any agreement that you have with a Merchant or Payment Initiator, including any termination notice periods. You acknowledge that you are responsible for any loss that you suffer in connection with the cancellation or pausing of a Payment Agreement or Migrated DDR Mandate by you which is in breach of any agreement that you have with that Merchant or Payment Initiator.

1.27 You are responsible for ensuring that you have sufficient funds in your Account to meet the requirements of all your Payment Agreements and Migrated DDR Mandates. Subject to any applicable laws and binding industry codes, we will not be responsible for any loss that you suffer as a result of your Account

having insufficient funds. Our general customer terms and conditions, which are available at bhccu.com.au, will apply in relation to circumstances where there are insufficient funds in your Account.

1.28 If you receive a Payment Agreement creation request or become aware of payments being processed from your Account that you are not expecting, or experience any other activity that appears suspicious or erroneous, please report such activity to us via email, phone or in person.

1.29 From time to time you may receive a notification from us via email/SMS or Digital Banking notification requiring you to confirm that all of your Payment Agreements and Migrated DDR Mandates are accurate and up to date. You must promptly respond to any such notification. Failure to respond may result in us pausing the Payment Agreement/s or Migrated DDR Mandate/s.

1.30 If you use a smartphone to do your banking, we recommend that you allow notifications from BHCCU Banking App to your smartphone to ensure that you're able to receive and respond to Payment Agreement creation requests, amendment requests and other notifications in a timely way.

1.31 Use of the facilities that we provide to you in connection with establishing and managing your Payment Agreements and Migrated DDR Mandates is required to meet our Conditions of Use available via bhccu.com.au. You are responsible for ensuring that: (i) all data you provide to us or to any Merchant or Payment Initiator that subscribes to PayTo is accurate and up to date; (ii) you do not use PayTo to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person; and (iii) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person.

1.32 All intellectual property, including but not limited to the PayTo trademarks and all documentation, remains our property, or that of our licensors (**Our Intellectual Property**). We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the Term to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with the terms of this agreement within Australia.

1.33 Where an intellectual property infringement claim is made against you, we will have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon: (a) modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement; (b) use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item; (c) your failure to use corrections or enhancements to Our Intellectual Property that are made available to you (except where the use of corrections or enhancements would have caused a defect in PayTo or would have had the effect of removing functionality or adversely affecting the performance of PayTo); and (d) your failure to use Our Intellectual Property in accordance with this agreement.

1.34 We may cancel or suspend your use of PayTo in accordance with our rights under BHCCU LTD Account & Access Facility Conditions of Use Section 18 "Cancellation of access Card or of Access to Home Banking Services, Osko, PayTo or BPAY".

1.35 We may amend the terms and conditions relating to PayTo in accordance with our rights under BHCCU LTD Account & Access Facility Conditions of Use Section 26 "Regular Payment Arrangements". If you do not accept our amendments, you may cease using PayTo.

1.36 You must comply with all applicable laws in connection with your use of PayTo.

## **Our responsibilities**

1.37 We will accurately reflect all information you provide to us in connection with a Payment Agreement or a Migrated DDR Mandate in the Mandate Management Service.

1.38 We may monitor your Payment Agreements or Migrated DDR Mandates for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreement

or Migrated DDR Mandates if we reasonably suspect misuse, fraud or security issues. We will promptly notify you by email/SMS, phone or in writing of any such action to pause or cancel your Payment Agreement.

1.39 If you become aware of a payment being made from your Account, that is not permitted under the terms of your Payment Agreement or Migrated DDR Mandate or that was not authorised by you, please contact us as soon as possible via email, phone or in person and submit a claim. We will respond to all claims within 2 business days and if the claim is founded, we will refund your Account. **We will not be liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement or Migrated DDR Mandate.**

## **Privacy**

1.40 By confirming a Payment Agreement and / or permitting the creation of a Migrated DDR Mandate against your Account with us, you acknowledge that you authorise us to collect, use and store your name, Account and PayID details (amongst other information) and the details of your Payment Agreement/s and Migrated DDR Mandates in the Mandate Management Service, and that these details may be disclosed to the financial institution or payment processor for the Merchant or Payment Initiator, for the purposes of creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your Account.