

PayTo Member Terms & Conditions

November 2023



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 means a previously authorised Direct Debit that you have authorised the merchant or Payment Initiator to convert to a Payment Agreement.

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.

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 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 Mac (Macarthur 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.

Section 1. CREATING A PAYTO 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 the Merchant or Payment Initiator with your personal information including BSB/Alternate reference number or PayID. You are responsible for ensuring the correctness of the account details or Pay ID that you provide for the purposes 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 SMS and/or email, 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 only process payment instructions in connection with a Payment Agreement once you have confirmed the Payment Agreement and it is effective. Once the Payment Agreement is effective, we will process payment instructions received from the merchant's or Payment Initiator's financial institution. We are not liable for any loss you or any other person may suffer as a result of our processing a payment instruction submitted under a Payment Agreement that you have confirmed.

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.

- 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 details 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.
- 1.7 This section 1 does not apply to Migrated DDR Mandates.

Section 2. AMENDING A PAYMENT AGREEMENT

- 2.1 Your Payment Agreement may be amended by the merchant or Payment Initiator from time to time, or by us on your instruction.
- 2.2 We will notify you of proposed amendments to a Payment Agreement requested by the merchant or Payment Initiator. Such amendments may include variation of the payment amount (if a fixed amount) or payment frequency. 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 effective. If you decline, the amendment will not be made and the Payment Agreement will continue on existing terms.
- 2.3 If you do not confirm or decline an amendment request within 5 calendar days of it being sent to you, then the amendment request will be deemed to be declined.
- 2.4 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.
- 2.5 Once an amendment request has been confirmed by you, we will promptly update the Mandate Management Service with this information.
- 2.6 Once a Payment Agreement has been established, you may instruct us to amend your name or transfer the Payment Agreement to another account you hold with us. If you wish to transfer the Payment Agreement to an account with another financial institution, you may, when available, give us a transfer instruction (see Section 4 "Transferring your Payment Agreement"). 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.

Section 3. PAUSING YOUR PAYMENT AGREEMENT

- 3.1 You may instruct us to pause and resume your Payment Agreement. 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. We are not liable for any loss that you or any other person may suffer as a result of you pausing a Payment Agreement.

Before pausing a Payment Agreement you should ensure this will not breach, or result in a breach of, any contract you have with the merchant or Payment Initiator.

- 3.2 A merchant or Payment Initiator may pause and resume a Payment Agreement to which you are a party, in which case we will promptly notify you of that pause or subsequent resumption. We are not 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.

Section 4. TRANSFERRING YOUR PAYMENT AGREEMENT

- 4.1 When available, you may ask us to initiate the transfer of a Payment Agreement to an account at another financial institution. We will provide you with a Transfer ID to provide to your new financial institution to enable them to complete the transfer.
- 4.2 Your new financial institution will be responsible for obtaining your consent to transfer the Payment Agreement and for updating the Payment Agreement in the Mandate Management Service. The updated Payment Agreement will only become effective upon being updated in the Mandate Management Service.
- 4.3 Until the transfer is complete, the Payment Agreement will remain linked to your account with us and the 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.
- 4.4 When available, 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. We will use reasonable endeavours to process the transfer within 14 calendar days. Not 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.

Section 5. CANCELLING YOUR PAYMENT AGREEMENT

- 5.1 You may instruct us to cancel a Payment Agreement on your behalf. 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. We are not liable for any loss that you or any other person may suffer as a result of cancelling a Payment Agreement.

You may remain liable to the merchant or Payment Initiator for payments that would otherwise have been paid under the Payment Agreement, including any cancellation fees.

- 5.2 A merchant or Payment Initiator may cancel a Payment Agreement to which you are a party, in which case we will promptly notify you of that cancellation. We are not liable for any loss that you or any other person may suffer as a result of cancellation of your Payment Agreement by the merchant or Payment Initiator.

Section 6. MIGRATION OF DIRECT DEBIT ARRANGEMENTS

6.1 A merchant or Payment Initiator who has an existing direct debit with you, may migrate it to a Payment Agreement, as a Migrated DDR Mandate. We are not obliged to notify you of a Migrated DDR Mandate. We will process instructions received from a merchant or Payment Initiator on the basis of a Migrated DDR Mandate.

A Migrated DDR Mandate takes effect without your confirmation. If you do not consent to the migration of a direct debit agreement then you should contact the merchant or Payment Initiator.

6.2 A Migrated DDR Mandate has effects as Payment Agreement. You may amend, pause (and resume), cancel or transfer your Migrated DDR Mandates, and will receive notice of amendment, pause or resumption, or cancellation initiated by the merchant or Payment Initiator of your Migrated DDR Mandate, in the same manner as for any other Payment Agreements.

Section 7. GENERAL PAYTO PROVISIONS

- 7.1 A Payment Agreement can only be linked to an account that has the PayTo facility.
- 7.2 You must carefully consider any Payment Agreement creation request, or amendment request made in respect of a Payment Agreement, and promptly respond to such requests. We are not 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.
- 7.3 You must notify us immediately if you no longer hold or have authority to operate the account from which a payment made under a Payment Agreement has been or will be made.
- 7.4 You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement for misuse, fraud or for any other reason. We are not responsible for any loss that you suffer as a result of you not promptly responding to such a notification.
- 7.5 You are responsible for complying with the terms of any agreement that you have with a merchant or Payment Initiator, including any termination notice periods. You are responsible for any loss you suffer in connection with you cancelling or pausing a Payment Agreement, including for a breach of any agreement that you have with that merchant or Payment Initiator.
- 7.6 You are responsible for ensuring that you have sufficient funds in your account to meet the requirements of all your Payment Agreements. We are not responsible for any loss that you suffer as a result of your account having insufficient funds to meet a payment instruction under a Payment Agreement. See "Overdrawing an Account" for our rights if there are insufficient funds in your account.
- 7.7 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 on 1300 622 278.
- 7.8 From time to time, we may ask you to confirm that your Payment Agreements are accurate and up to date. You must promptly respond to any such request. Failure to respond may result in us pausing the Payment Agreements.
- 7.9 We recommend that you allow notifications from us to your mobile device to ensure that you're able to receive and respond to Payment Agreement creation requests, amendment requests and other notifications in a timely way.
- 7.10 You are responsible for ensuring that:
- all data you provide to us or to any merchant or Payment Initiator that subscribes to PayTo is accurate and up to date;
 - you do not use PayTo to send threatening, harassing or offensive messages to the merchant or Payment Initiator or any other person; and

- c) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person.
- 7.11 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 these terms and conditions.
- 7.12 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 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.
- 7.13 We may cancel or suspend your use of PayTo in accordance with our rights under Section 18 "Cancellation of Visa Debit Card or of access to The Mac App, Online Banking Service, BPay, OSKO or PayTo".
- 7.14 We may amend the terms and conditions relating to PayTo in accordance with our rights under "Notifying Changes". If you do not accept our amendments, you may cease using PayTo.
- 7.15 You must comply with all applicable laws in connection with your use of PayTo.
- 7.16 We will accurately reflect all information you provide to us in connection with a Payment Agreement in the Mandate Management Service.
- 7.17 We may monitor your Payment Agreements for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements if we reasonably suspect misuse, fraud or security issues. We will promptly notify you of any such action.
- 7.18 If you become aware of a payment being made from your account, that is not permitted under the terms of your Payment Agreement or that was not authorised by you, contact us immediately and submit a claim. We will promptly respond to all claims and if the claim is founded, we will refund your account. We are not liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement.
- 7.19 We may impose daily, or other periodic, limits on the value of payments that can be made using PayTo. These limits are set out in the Fees & Charges and Transaction Limits brochure. We may reject any payment instructions from a merchant or Payment Initiator that will cause you to exceed any such limit. We are not liable for any loss that you or any other person may suffer as a result of us rejecting a payment instruction under this clause.
- 7.20 If your Payment Agreement is linked to a PayID:
- a) Transferring your PayID to another account (whether with us or another financial institution) will not automatically transfer the Payment Agreement to that account and payments under the linked payment agreement will fail (subject to clause 7.21);
 - b) Closing your PayID will cause payments under the linked Payment Agreement to fail (subject to clause 7.21)
- 7.21 To ensure payments under a linked Payment Agreement continue after transferring or closing the PayID you will also need to either link the Payment Agreement to an account with us (see Section 2 Amending a Payment Agreement) or, when available, transfer the Payment

Agreement to another financial institution (see Section 4 Transferring your Payment Agreement).

Section 8. PRIVACY AND PAYTO

- 8.1 By confirming a Payment Agreement 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 personal information and the details of your Payment Agreement or Migrated DDR Mandate 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.

Section 9. AUTHORITY FOR PAYTO INSTRUCTIONS

- 9.1 Your instructions in relation to a Payment Agreement must be provided in accordance with the account operating instructions for the account that is, or intended to be, linked to the Payment Agreement. This includes instructions to confirm or decline a Payment Agreement or the merchant's or Payment Initiator's amendments to a Payment Agreement, or to amend, pause, resume, cancel or transfer a Payment Agreement. For example, instructions to confirm a Payment Agreement linked to a joint account operated on an 'all to sign' basis must be provided by the joint holders.