MoveBank Access Terms and Conditions

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Version 1.0

Important information

This document sets out the terms and conditions for the app and online services of MoveBank Ltd ABN 91 087 651 090 Australian Financial Services Licence and Australian Credit Licence 234536 (referred to in this document as ‘we’, ‘us’ or ‘our’).

You should read these Terms and Conditions. A copy of the latest Terms and Conditions are available on our website. You can contact us through the app and the online portal if you’d like more information about this document or our products and services.

Please contact us immediately through the app or online portal if you suspect that your account has been subject to a security breach or other form of unauthorised access (for example, loss, theft or misuse of a device, or breach of passcode security.)

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About these Terms and Conditions

1. How these Terms and Conditions apply

(a) These Terms and Conditions set out the terms that apply to the app and online portal. The app and online portal are digital platforms that allow you to apply for and access our banking products and services.

(b) The terms and conditions for the products and related services provided by us are available on our website.

(c) We may allow you to use the app and online portal to access services provided by third parties. Any third party services will be governed by separate terms and conditions.

2. Customer Owned Banking Code of Practice

We'll comply with the requirements of the Customer Owned Banking Code of Practice (the **Code**) where those requirements apply to your dealings with us. The Code changes from time to time. If you would like to know more about your rights under the Code, contact us via the app or online platform or visit www.customerownedbanking.asn.au.

Setting up and using your account

3. How to find the app and online portal

(a) You can access the app by downloading it from the relevant application store on any mobile device and you can access the online portal directly through our website.

(b) Once you have created a profile in either the app or online portal you may apply for any of our products.

4. User permissions

4.1 Permissions

(a) Account Owners and Administrators have full permissions to transact, and instruct us, on an account, as follows –

(i) open and close an account;

(ii) make outgoing payments, withdraw from (including overdraw), an account;

(iii) authorise and manage Payment Agreements and give or cancel authorities for PayTo payments;

(iv) set up and cancel recurring and scheduled payments;

(v) request, cancel freeze or replace a Card linked to an account;

(vi) set up, manage or close a PayID;

(vii) authorise and manage Open Banking data sharing arrangements;

(viii) update personal information about customers, Account Owners, Administrators and Contributors;

(ix) obtain statements, transaction history and other information about the products, accounts and Cards you hold;

(x) grant, change and revoke the permissions of certain users

(xi) update marketing preferences.

(b) Contributors will have limited permissions, including –

(i) make outgoing payments, withdraw from (including overdraw), an account;

(ii) authorise and manage Payment Agreements and give or cancel authorities for PayTo payments;

(iii) set up and cancel recurring and scheduled payments;

(iv) set up, manage or close a PayID;

(v) update its personal information; and

(vi) update marketing preferences.

(c) We are not liable for any loss you suffer arising from instructions provided by someone you have granted permissions to, unless contributed to by our gross negligence, criminal conduct, fraud or willful misconduct.

(d) Where you remove an Administrator or Contributor, all instructions given to us by that Administrator or Contributor (including scheduled payments), will remain in place.

(e) A Loan Guarantor will only have “read only” account access which allows it to view transactions, accounts, statements, payment limits and product information and details about the Account Owner.

5. Using our platform

(a) You can use both the app and online platform to:

(i) make payments, including BPAY payments (refer to clause 11 for more information about BPAY payments);

(ii) create, close or otherwise maintain a PayID (refer to clause 12 for more information about PayIDs);

(iii) create, close or otherwise maintain third party data sharing arrangements under the Consumer Data Right; and

(iv) contact us.

(b) We're not liable for any delays in acting on instructions received from you where there is a temporary breakdown of, or interruption in the service or any other circumstances beyond our reasonable control.

6. Suspension or cancellation of access

(a) We may:

(i) suspend, limit or cancel your access to the service (including any user's permissions); and/or

(ii) delay, reject, freeze or block a transaction on an account,

without giving you prior notice if we consider it reasonably necessary to restore or maintain the security of our systems, facilities or individual accounts, to manage a material or immediate risk, to prevent loss to you or us (including if there is suspected fraud) or to otherwise protect your or our legitimate interests.

(b) We may also suspend, limit or cancel your access to the service, including your membership of MoveBank, by giving you reasonable notice if we are satisfied that there are valid commercial reasons for doing so.

(c) We're not liable for any loss or damage you suffer in connection with any action we take under this clause 6 unless such loss or damage arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees or our agents.

7. Device and browser compatibility

(a) The app and online portal are compatible with certain device operating systems and web browsers. Details regarding these operating systems or web browsers can be found on the website.

(b) If you are not using the most up-to-date version of a web browser or operating system, you may experience some issues when using the service. We won't be liable for any loss you suffer if you don't use a compatible web browser or operating system to access our services.

8. Password security

8.1 Signing in

(a) You'll be required to use a password to access our services and you must take special care to protect that password.

(b) The steps you should take to protect your password include:

(i) don't pick a password that's easily associated with you (e.g. your birthday, your phone number or any part of your name) or easily guessed;

(ii) don't write your password down or record it anywhere (we recommend you memorise it);

(iii) don't tell anyone your password (including friends and family members); and

(iv) don't say or enter your password in front of others.

(c) If you do keep a record of your password, you must take reasonable steps to prevent unauthorised access to your password such as:

(i) hiding or disguising the password amongst other records;

(ii) hiding or disguising the password in a place where a password wouldn't be expected to be found;

(iii) keeping the password in a securely locked container; or

(iv) preventing unauthorised access to an electronic copy of the password.

(d) You must not share your password with any other person. We'll never ask you to share your password through email or over the phone.
If you repeatedly enter your password incorrectly, we may suspend your access to the service.

(e) If you don't keep your password safe, you could be responsible for any unauthorised transactions on your account.

(f) You authorise us to act on any instruction provided through the online portal or app where your password and login credentials were used to login (including where you have logged into the app using biometric information stored on your device).

(g) If your device is lost or stolen, or if you suspect any misuse or passcode breach, please contact us immediately on +61 1800 370 173.

8.2 Logging into the app using biometric information

You may be allowed to use your biometric information (such as your fingerprints or facial recognition) instead of your password to log into the app. If this is the case, you should ensure that only biometric data belonging to you is contained on your device to prevent another person from accessing your app profile. Your biometric information is stored on your device and not in the app.

8.3 Authentication

You may be prompted to authenticate instructions for certain types of interactions with us (such as by using your password, PIN, multi-factor authentication or biometric data) including:

(a) creating and amending payee details;

(b) a payment to a new payee;

(c) updating your contact details; and

(d) any function that we reasonably determine requires an additional step of authentication from you.

8.4 Processing times

In some cases, instructions that you submit through our platform after a certain time may only be processed the next day or the next Business Day. Information about processing times can be found in the relevant product terms and conditions.

9. Deleting your app and profile

You may delete our app from your device anytime. If you wish to delete your profile, you must contact us through the app or online portal to do this for you. We will only be able to delete information about you that is not required by law to be retained.

Payments

10. Electronic funds transfers

10.1 Making a payment

(a) You will be able to make the following kinds of funds transfers from certain accounts:

  (i) Osko® (including via PayID);

  (ii) Single Credit Transfer (including via PayID);

  (iii) Direct Credit;

  (iv) BPAY payments;

  (v) PayTo payments (when available); and

  (vi) any other type of transaction that we make available with your account.

(b) The kind of payment made normally depends on the payment instructions you provide and the functionality of the payee's account. In terms of processing times:

  (i) Osko payments are usually processed in less than a minute;

  (ii) the processing time of a Single Credit Transfer varies and depends on the payee's bank;

  (iii) a Direct Credit payment may take up to three Business Days to be processed; and

  (iv) BPAY payments will be processed in accordance with clause 11

(c) We'll usually try to process your payment as an Osko payment or a Single Credit Transfer. We may choose to process the payment using Direct Credit in certain circumstances (for example, if the payee's account isn't able to accept Single Credit Transfers).

(d) For a payment to be processed, the following conditions must be satisfied:

  (i) there must be sufficient funds in your account;

  (ii) your account and the transaction must not be subject to any restrictions or blocks that would prevent the debit to your account from being processed;

(iii) the proposed payee's account must be valid, open and able to receive the payment you have initiated (for example, some accounts aren't able to receive Osko payments or Single Credit Transfers); and

(iv) the proposed payee's bank must not reject the payment or return the payment to you.

10.2 Your obligations

(a) You must not enter inappropriate payment descriptions such as insulting or defamatory text when making funds transfers. We may block the transaction or remove the payment description if we identify this language.

(b) You must ensure that all information you provide in relation to any payment is correct as we may not be able to cancel the payment once it's been submitted by you.

(c) You must ensure you enter the correct BSB and account number for your payee. If you make a mistake when entering the payee's BSB or account number, please contact us as soon as possible so we can try to recover the payment.

10.3 Confirmation of payee lookup

(a) The Confirmation of Payee service may provide you with a view on the likelihood that the account name you enter matches the name linked to that BSB and account number.

(b) If the Confirmation of Payee lookup service becomes unavailable due to outages, scheduled maintenance or other reasons, we recommend you delay payments to BSB and account numbers until the service is restored.

(c) You must not misuse the Confirmation of Payee service in breach of these terms and conditions. We may limit or suspend your use if we believe it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other activities that might cause you or us to lose money.

(d) We will ensure your account details are accurately recorded by us for the use of the Confirmation of Payee service.

(e) Your account name will be displayed to people making payments to your bank account through the Confirmation of Payee service.

(f) You acknowledge and authorise:

(i) us to use and disclose your account details in the Confirmation of Payee service; and

(ii) payers' financial institutions to use your account details for the purposes of the Confirmation of Payee service and prior to making payments to you.

(g) To the extent the actions detailed in this clause 10 constitutes disclosure, storage and use of your personal information within the meaning of the Privacy Law, you acknowledge and agree that you consent to that disclosure, storage and use.

(h) In limited circumstances, you may elect to opt-out of the Confirmation of Payee or provide an alternative name for your account by contacting us through the app or online portal.

10.4 Transaction limits

(a) We impose daily limits on transactions made through your account. Details of the daily limits applicable to your account can be found in the app and online portal.

(b) We may allow you to request to change your daily transaction limits from within your account. By requesting to increase your daily transaction limit, you acknowledge that this may increase your liability for unauthorised transactions.

(c) We may, at any time, reduce the transaction limits without giving you prior notice if we consider it reasonably necessary to restore or maintain the security of our systems, facilities or customer accounts, to manage a material or immediate risk, or to prevent loss to you or us (including if there is suspected fraud).

10.5 Unauthorised transactions and mistaken payments

(a) You must notify us promptly of any:

(i) mistaken payments made from your account (that is, any payment made to the wrong payee, including where a payment has been made to the wrong BSB or account number or the wrong PayID); and

(ii) unauthorised transactions on your account (that is, any transaction not authorised by a user), including any unauthorised Osko, BPAY or PayTo payment.

(b) If you become aware of a mistaken payment, you must tell us immediately so that we can try and recover the funds for you. It’s important to note that if a payment is credited to an unintended recipient, we may not be able to recover the funds and return them to you. We aren’t liable for any loss you suffer arising from a mistaken payment unless such loss arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees or our agents.

(c) You must provide reasonable assistance to us to enable us to investigate any mistaken payment or unauthorised transaction.

10.6 International payments

(a) We'll credit funds for international payments to your account on the day that we receive the payment. Funds are converted to Australian dollars by our international payments provider before we receive them.

(b) When you receive an international payment, we may pass on to you any processing fees charged by any financial institutions involved in processing the payment.

10.7 Disclosures to BPAY

(a) To give you access to Osko and BPAY payments, we may need to disclose your information to BPAY and/or other payment system participants. If we don't disclose this information to these parties, we won't be able to give you BPAY or Osko services.

(b) You consent to us disclosing to BPAY, its service providers and other participants involved in BPAY or Osko payments your information to the extent necessary to facilitate the provision of BPAY or Osko payments to you.

11. BPAY® payments

11.1 About BPAY payments

(a) BPAY provides an electronic payments service through which you can make payments to organisations known as Billers. For the avoidance of doubt, Osko payments aren't BPAY payments (and the terms and conditions outlined in this clause 11 don't apply to Osko payments).

(b) If our membership of the BPAY scheme or subscription to any BPAY services is suspended or cancelled for any reason, we won't be able to provide BPAY services to you. We will notify you if we are no longer able to provide BPAY services.

11.2 Making BPAY payments

(a) To make a BPAY payment, you must provide us with a valid payment instruction. When we receive this instruction, we'll debit your account with the amount specified by you.

(b) We'll treat your payment instruction as valid if you give us the required information and comply with any applicable security procedures (for example, multi-factor authentication requirements). The required information you must give us includes:

(i) the relevant Biller's biller code;

(ii) your customer reference number;

(iii) the amount of the payment;

(iv) the account to be debited; and

(v) if the payment instruction relates to a scheduled payment, the date the payment is to be made.

You must make sure that your payment instructions are correct (including the payment amount). You acknowledge that we may not process a BPAY payment if you don't give us all of the required information or if any of the information that you give us is inaccurate.

(c) You may set up BPAY recurring or scheduled payments from within the app and the online portal.

(d) If a Biller has ended their arrangements with their financial institution, we won't be able to process the payment and we may reject your payment instruction.

(e) We won't accept an order to stop a BPAY payment once you have instructed us to make that payment.

(f) You should notify us immediately if you become aware that an unauthorised BPAY payment has been processed or if you have made a mistake in the payment instructions (except for an underpayment). If you have made an underpayment, you can make another BPAY payment to the Biller to make up the difference.

(g) If we're informed that your BPAY payment can't be processed by a Biller, we'll:

(i) advise you of this;

(ii) credit your account with the amount of the payment; and

(iii) take all reasonable steps to help you make the payment as quickly as possible.

(h) You acknowledge that the receipt by a Biller of a mistaken payment from a third party doesn't constitute, under any circumstances, part or whole satisfaction of any underlying debt owed between you and that Biller.

(i) Generally, BPAY payments are irrevocable, unless the payment is:

(i) a mistaken payment (see clause 11.4.2);

(ii) an unauthorised payment (see clause 11.4.3); or

(iii) a fraudulent payment (see clause 11.4.4).

Refer to clause 11.4 for more information about mistaken payments, unauthorised payments and fraudulent payments.

(j) No refunds will be provided through BPAY where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

11.3 Timing of payments

(a) If you submit a valid BPAY payment instruction in the app or online portal before 6pm (Sydney time) on a Banking Business Day, it'll be processed on the same day.

(b) If you make a BPAY payment after 6pm (Sydney time) on a Banking Business Day or on a day other than a Banking Business Day, it may be processed on the next Banking Business Day.

(c) Delays may occur in processing BPAY payments, including if:

(i) you make a payment on a weekend or public holiday; or

(ii) the Biller or another bank in the system doesn't comply with the BPAY rules.

These delays aren't expected to continue for more than one Banking Business Day at a time but may continue for longer depending on the nature of the delay.

(d) Future-dated BPAY payments that fall on a date that's not a Banking Business Day will be paid on the next Banking Business Day.

11.4 Liability for BPAY payments

11.4.1 Overview

(a) We'll take reasonable steps to ensure your BPAY payments are processed promptly by BPAY payment participants. You must promptly tell us if you:

(i) become aware of any delays or mistakes in processing your payment;

(ii) didn't authorise a payment that's been made from your account; or

(iii) think that you've been fraudulently induced to make a payment.

(b) If you delay notifying us about a mistaken, unauthorised or fraudulent BPAY payment, we or your Biller may not have sufficient records or information available to us to investigate the error, and 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.

(c) We won't be liable for any loss or damage you suffer because of using BPAY payments except as set out in this clause 11.4 and unless such loss arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees or our agents.

11.4.2 Mistaken payments

If a BPAY payment is made otherwise than in accordance with your instructions (if any), we'll credit your account with the amount of that payment. However, if you were responsible for a mistake that resulted in that payment (e.g. due to entering the wrong details as part of a payment instruction) and we're unable to recover the amount of that payment from the person who received it within 20 Business Days of us attempting to do so, you will be liable for the payment.

11.4.3 Unauthorised payments

(a) If you tell us that a BPAY payment made from your account is unauthorised, you must give us your written consent (in a form we may specify) to us obtaining from the payment recipient information about you, including your customer reference number and such information as we reasonably need to investigate the payment. If you don't give us that consent, the payment recipient may not be permitted under law to disclose to us the information we need to investigate or rectify the BPAY payment.

(b) If a BPAY payment appears to be made by you, or appears to be made on your behalf, but has been made without your authority, we'll credit your account with the amount of that unauthorised payment. This doesn't include a payment where the payment instruction was made by you or by any person with your knowledge or consent. However, you'll be liable for that if the payment was made because you did not comply with any relevant security requirements.

(c) If we're unable to recover the amount of an unauthorised payment from the person who received it within 20 Business Days of us attempting to do so, you will be liable for the payment.

11.4.4 Fraudulent payments

If a BPAY payment is made because you were fraudulently induced into making the payment, and any other person involved in the BPAY scheme committed the fraud, or had actual knowledge of, or with reasonable diligence should have detected, the fraud, then that person should refund you the amount of the fraudulent payment. However, if that person doesn't refund you the whole amount of the fraudulent payment, you must bear the loss.

11.4.5 If there is more than one reason for a payment

(a) If an unauthorised payment is also both a mistaken payment and a fraudulent payment (that is, it is affected by both a mistake (as described in clause 11.4.2) and fraud (as described in clause 11.4.4)), we'll resolve it in accordance with clause 11.4.3.

(b) If a payment is both a mistaken payment and a fraudulent payment (that is, it is affected by both a mistake (as described in clause 11.4.2) and fraud (as described in clause 11.4.4)), we will resolve it in accordance with clause 11.4.4.

12. PayID®

12.1 About PayID

A PayID is a unique identifier that can be used to make and receive payments. You can use the PayID service to:

(a) register a PayID and use it to receive payments from people who have accounts at participating financial institutions; or

(b) make a payment to a PayID as an alternative to using a person's BSB and account number.

12.2 Making payments to a PayID

(a) You may use a payee's PayID to make Osko or Single Credit Transfer payments to the payee from your account. You can pay a PayID without needing to create one for yourself.

(b) You must input the correct PayID details and check the payee's PayID name before making a payment. If you make a payment to the wrong PayID, the funds may be sent to an unintended recipient and you may not be able to recover the money.

12.3 Creating a PayID

(a) A PayID can be created by linking a unique identifier to an eligible account through the app or online portal. The PayID types we currently offer are mobile numbers and email addresses. We won't create a PayID for you without your consent.

(b) Information regarding eligible account types can be found in the app and online portal.

(c) A PayID can only be registered with one financial institution at a time and linked to a single account. You can create multiple PayIDs and link them to the same account or to multiple accounts, provided that each PayID is different and the nominated account is eligible.

(d) When you create a PayID, we'll generate a PayID name using the details held for your account for your review. We'll ensure that the PayID and the details linked to it (i.e. the PayID name and underlying account details) will be correctly recorded in the PayID service. Your PayID name will be made available to parties who use the PayID service. Your PayID details may also be used for screening, disputes and investigations.

(e) To the extent that the creation and use of your PayID details constitutes a disclosure, storage and use of your personal information, you acknowledge and agree that you consent to that disclosure, storage and use. You also acknowledge that we may monitor your PayID use to manage the risk of misuse and fraud.

(f) If you try to create a PayID and identify that it has already been registered by another person and you believe that the other person is not entitled to use it, you can ask us to raise a dispute. We can't disclose to you details of any personal information in connection with PayIDs that are already registered.

(g) You must:

 (i) only create and keep a PayID if you are entitled to use it;

 (ii) notify us if you're aware of or suspect unauthorised use of a PayID;

 (iii) close a PayID if you're not authorised to use it;

 (iv) be able to provide us information about your entitlement to use a PayID if requested from time to time; and

 (v) keep your PayID details up to date and notify us if any relevant details change.

(h) After you have successfully set up a PayID, you can:

 (i) lock and unlock a PayID to temporarily disable and re-enable it from being used;

 (ii) change which internal account is linked to a PayID;

 (iii) close a PayID; and

 (iv) initiate a transfer by using your PayID from another financial institution (see clause 12.4).

12.4 Transferring, locking and closing a PayID

(a) If you wish to transfer a PayID you have created for your account with us to an account with another financial institution you must first initiate the transfer through the online portal. Once you've taken this step, the transfer can only be completed after you've asked the other financial institution to process the transfer request by creating a new PayID for you. The new PayID must be created within 14 days, otherwise your transfer request will be cancelled and the PayID for your account will remain active.

(b) If you wish to transfer a PayID you have created for an account with another financial institution to your account with us, you need to ask the other financial institution to transfer your PayID to us. We can't transfer it for you. Once you have requested the other financial institution to transfer the PayID, you can create a PayID through your account.

(c) If you instruct us to transfer, lock or close a PayID or update the linked account for a PayID, the existing linked account will be able to receive payments to the PayID until your request has been processed. We'll process your request promptly. Once we've processed your request to lock or close your PayID, you won't be able to receive payments using it, transfer it to another financial institution or otherwise update it.

(d) We may, acting reasonably, lock or close your PayID at any time without giving you prior notice, including if:

(i) we suspect that you may not be entitled to use the PayID;

(ii) we believe that fraud has occurred or is occurring, or that the PayID is being used in a way that may cause loss to you, us or a third party;

(iii) there is a conflict or dispute relating to the PayID; or

(iv) the PayID is inactive.

13. PayTo®

13.1 Creating a Payment Agreement

(a) When available, PayTo allows payers to establish and authorise Payment Agreements with a Payee who offers PayTo as a payment option.

(b) If you choose to establish a Payment Agreement with a Merchant or Payment Initiator that offers PayTo payment services, you'll need to have opened a business account and the Payee will need to offer PayTo payment services. You'll be required to provide the Payee with your personal information, including BSB/account number or PayID. You're responsible for ensuring the correctness of the BSB/account number or PayID you provide to the Payee for the purpose of establishing a Payment Agreement. Any personal information or data you provide to the Payee will be subject to the privacy policy and terms and conditions of the relevant Payee.

(c) The details of Payment Agreements must be recorded in the Mandate Management Service for NPP payments to be processed in accordance with them. The Payee will submit details of the Payment Agreement to their financial institution for their information and for it to be recorded in the Mandate Management Service.

(d) If any Payment Agreement is established using your account or PayID details, we'll notify you through the app and provide details of the Payee named in the Payment Agreement, the payment amount and payment frequency (if these are provided). You may then confirm or decline the Payment Agreement. If you confirm the Payment Agreement, 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 believe that the payment amount or frequency or other detail presented in the Payment Agreement is incorrect, you may decline the Payment Agreement and contact the Payee and have them amend and resubmit the Payment Agreement creation request. If you decline the Payment Agreement, we will note the decline against the record of the Payment Agreement in the Mandate Management Service. If a Payment Agreement requires your confirmation within a timeframe stipulated by the Payee, and you don't provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the Payee.

(e) We'll process payment instructions in connection with a Payment Agreement received from the Payee only if you've confirmed the associated Payment Agreement. Payment instructions may be submitted to us for processing immediately after you've confirmed the Payment Agreement, so you must take care to ensure the details of the Payment Agreement are correct before you confirm them. We won't 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.

13.2 Amending a Payment Agreement

(a) Your Payment Agreement may be amended by the Payee, or by us on your instruction. Amendments to a Payment Agreement may include variation of the payment amount (where that is specified in the payment agreement as a fixed amount) or payment frequency.

(b) When a Payee requests an amendment to a Payment Agreement, the Mandated Management Service will notify us of the amendment request and we will notify you of the proposed amendment. You may then confirm or decline the amendment request presented. If you confirm the amendment request, 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 request, the amendment will not be made. A declined amendment request will not otherwise affect the Payment Agreement.

(c) Amendment requests that aren't confirmed or declined within five days of being sent to you will expire. If you don't confirm or decline the amendment request within that timeframe, the amendment request will be deemed to be declined.

(d) If you decline the amendment request because it doesn't reflect the updated terms of the Payment Agreement that you have with the Payee, you may contact the Payee and have them resubmit the amendment request with the correct details. We aren't authorised to vary the details in an amendment request submitted by the Payee.

(e) You can only request that we amend your name or account details in a Payment Agreement after it has been established. Account details may only be replaced with the BSB and account number of an account you hold with us. If you want to amend the account details to refer to an account with another financial institution, you may give us a transfer instruction (see clause 10.4). We may decline to act on your instruction to amend your Payment Agreement if we aren't reasonably satisfied that your request is legitimate. You may not request us to amend the details of the Payee or another party.

13.3 Pausing your Payment Agreement

(a) You may instruct us to pause and resume your Payment Agreement through the app and online portal. We'll 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 Payee's financial institution or payment processor of the pause or resumption. During the period a Payment Agreement is paused, we won't process payment instructions in connection with the Payment Agreement. We won't 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 Payee.

(b) Payees may pause and resume their Payment Agreements. If a Payee pauses a Payment Agreement to which you're a party, we'll promptly notify you of the pause and any subsequent resumption through the app. We won't be liable for any loss that you or any other person may suffer as a result of a Payee pausing a Payment Agreement.

(c) We may pause and resume your Payment Agreement without giving you prior notice if we consider it reasonably necessary to restore or maintain the security of our systems, facilities or individual accounts, to manage a material or immediate risk, or to prevent loss to you or us (including if there is suspected fraud). We may also pause and resume your Payment Agreement by giving you reasonable notice if we are satisfied that there are valid commercial reasons for doing so. If we pause and/or resume your Payment Agreement:

    (i) we'll notify the Mandate Management Service to update your record and the Mandate Management Service will notify the Payee's financial institution of the pause/resumption; and

    (ii) while your Payment Agreement is paused, we won't process payment instructions in connection with your Payment Agreement.

(d) If your Payment Agreement has been paused because your account is no longer eligible for PayTo, and you amend the Payment Agreement to link it to an eligible BSB and account number, your Payment Agreement will automatically resume.

13.4 Transferring your Payment Agreement

(a) When available, you may elect to have payments under your Payment Agreement made from an account at another financial institution if PayTo is offered by that financial institution. You may do this via the app. We'll give you a Transfer ID to give to your new financial institution to enable them to complete the transfer.

(b) Your new financial institution will be responsible for arranging your authorisation of the transfer of the Payment Agreement and also updating the Payment Agreement in the Mandate Management Service. The updated Payment Agreement will become effective when it's updated in the Mandate Management Service.

(c) 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 doesn't complete the transfer within 14 calendar days of when the Transfer ID was issued, the transfer will be deemed to be ineffective and payments under the Payment Agreement will continue to be made from your account with us.

(d) To transfer a Payment Agreement that you have with another financial institution to us, you'll need to obtain a Transfer ID from that institution and give it to us through the app. We'll use reasonable endeavours to process a transfer of a Payment Agreement from another financial institution to us within 14 days. We don't guarantee that all Payment Agreements will be transferrable to us. If we're unable to complete a transfer, we will notify you. The transfer of a Payment Agreement will become effective when it's updated in the Mandate Management Service by us.

13.5 Cancelling your Payment Agreement

(a) You may instruct us to cancel a Payment Agreement on your behalf through the app. We'll 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 Payee's financial institution or payment processor of the cancellation. You'll 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 Payee (for example, any termination notice periods that haven't been adhered to).

(b) If your account is no longer eligible for PayTo, you won't be able to cancel your PayTo Payment Agreement. In these circumstances, you can contact us through the app to request that we cancel the Payment Agreement on your behalf.

(c) Payees may cancel Payment Agreements. If a Payee cancels a Payment Agreement to which you're a party, we'll promptly notify you of the cancellation through the app. We won't be liable to you or any other person for loss incurred as a result of the cancellation of your Payment Agreement by a Payee.

(d) We may cancel your Payment Agreement without giving you prior notice if we consider it reasonably necessary to restore or maintain the security of our systems, facilities or individual accounts, to manage a material or immediate risk, or to prevent loss to you or us (including if there is suspected fraud). We may also cancel your Payment Agreement by giving you reasonable notice if we are satisfied that there are valid commercial reasons for doing so. If we cancel your Payment Agreement, we'll notify the Mandate Management Service to update your record and the Mandate Management Service will notify the Payee's financial institution of the cancellation.

13.6 Payments under a Payment Agreement

(a) Payments made under a Payment Agreement are irrevocable. Refunds and reversals won't be provided by us, PayTo or the NPP where you have a dispute with a Payee about any goods or services you have agreed to or acquired from the Payee under a Payment Agreement.

(b) If you have any complaints about goods or services paid for using PayTo, you must resolve the complaint directly with the Payee.

(c) If you become aware of a payment being made from your account that's not permitted under the terms of your Payment Agreement, you should contact the Payee to resolve this matter. If you've made reasonable attempts to resolve this matter, we may, at our discretion, raise an enquiry with the Payee's financial institution to recover funds on your behalf.

13.7 Migration of Direct Debit arrangements

(a) Payees 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 through the NPP rather than the Bulk Electronic Clearing System. If you have an existing direct debit arrangement with a Payee, you may be notified by them that future payments will be processed from your account under PayTo. You're entitled to prior written notice of any variation of your direct debit arrangement and changed processing arrangements (as specified in your direct debit service agreement) from the Payee. If you don't consent to the variation of the direct debit arrangement, you must advise the Payee. We aren't obliged to notify you of a Migrated DDR Mandate, and we'll process instructions received from a Payee on the basis of a Migrated DDR Mandate.

(b) 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 a Payee, in the manner described in this clause 13

13.8 Your responsibilities

(a) 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 won't 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.

(b) You must notify us immediately if you no longer hold or have authority to operate the account from which a payment under a Payment Agreement or Migrated DDR Mandate have been or will be made.

(c) 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 won't be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.

(d) You're responsible for ensuring that you comply with the terms of any agreement that you have with a Payee, including any termination notice periods. You acknowledge that you're responsible for any loss that you suffer in connection with the cancellation or pausing of a Payment Agreement or Migrated DDR Mandate by you that is in breach of any agreement that you have with that Payee.

(e) You're 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 won't be responsible for any loss that you suffer as a result of your account having insufficient funds.

(f) If you receive a Payment Agreement creation request or become aware of payments being processed from your account that you're not expecting, or experience any other activity that appears suspicious, fraudulent or erroneous, please report this activity to us through the app.

(g) From time to time you may receive a notification from us through the app requiring you to confirm that all your Payment Agreements and Migrated DDR Mandates are accurate and up to date. You must promptly respond to these notifications. If you don't respond, we may pause the Payment Agreement/s or Migrated DDR Mandate/s.

(h) You must comply with all applicable laws in connection with your use of PayTo.

13.9 Our responsibilities

(a) We'll accurately reflect all information you give to us in connection with a Payment Agreement or a Migrated DDR Mandate in the Mandate Management Service.

(b) 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'll promptly notify you through the app of any action to pause or cancel your Payment Agreement.

(c) If you become aware of a payment being made from your account that's 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 the app or online portal. We will respond to all claims promptly, and if the claim is founded, we will refund your account. We won't be liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement or Migrated DDR Mandate.

13.10 Intellectual property

(a) All intellectual property, including but not limited to the PayTo trade marks and all documentation, remains our property or that of our licensors. We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the term to use that intellectual property for the sole purpose of using PayTo in a way that is consistent with this clause 13.

(b) Where an intellectual property infringement claim is made against you, we'll have no liability to you under this clause 13 to the extent that any intellectual property infringement claim is based upon:

 (i) modifications to our intellectual property by or on behalf of you in a manner that causes the infringement;

 (ii) 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;

 (iii) 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

 (iv) your failure to use our intellectual property in accordance with this clause 13.

13.11 Privacy

(a) By confirming a Payment Agreement and/or permitting the creation of a Migrated DDR Mandate against your account with us, you acknowledge that:

(i) you authorise us to collect, use and store your name and account details (amongst other information) and the details of your Payment Agreements and Migrated DDR Mandates in the Mandate Management Service; and

(ii) these details may be disclosed to the Payee's financial institution or payment processor for the purposes of creating payment instructions and constructing NPP payment messages and enabling us to make payments from your account.

14. Customer Data Right

(a) We manage data under the Consumer Data Right (**CDR**) regime in accordance with our CDR Policy, available on our website.

(b) You can request access to your CDR data directly or authorise an accredited person (including someone you share a joint account with) to request access on your behalf.

General

15. Your conduct

You agree that, when using the app and online portal, you will at all times:

(a) comply with these Terms and Conditions;

(b) comply with applicable laws; and

(c) comply with any additional reasonable requirements we impose.

16. Changes to these Terms and Conditions

(a) Acting reasonably, we can make changes to these Terms and Conditions:

(i) to accommodate a change in law or market practice;

(ii) to accommodate a change in technology or other ways of communicating;

(iii) to accommodate a change in payment methods; or

(iv) to make any other reasonable change.

(b) We will give you notice of any changes to these Terms and Conditions as follows. However, we may give you a shorter period of notice if permitted by any applicable law or code.

Type of change	Notice period
Change to the number and type of accounts on which a transaction may be made, or type of transactions that may be made	Not less than 30 days
Change to standard payment limits or payment approvals or authentication procedures	Not less than 30 days
Any other change that is unfavourable to you	Not less than 30 days

(c) If we make a change to these Terms and Conditions that is not unfavourable to you (for example, the change reduces your obligations), we will notify you of the change as soon as reasonably practicable (which may be before or after the change takes effect).

(d) If you're not satisfied with any change to these Terms and Conditions, you may close your account or stop using our services.

(e) We'll communicate changes in accordance with clause 18.

(f) If changes to the Terms and Conditions are sufficiently important (as determined by us) or there are numerous changes, we will provide you with a single document which explains the changes to the Terms and Conditions within the time period described in clause 16(b).

17. Changes to your contact details

You must notify us as soon as possible through the app or online portal of any changes to the details we hold for you, such as a change to your name (including a business name), postal address or electronic address.

18. How we can give you notices, statements or other documents

(a) We offer a digital-first service. Accordingly, unless you instruct us otherwise, you will only receive communications from us by electronic means. This means we'll only give you notices, statements or other documents in connection with these Terms and Conditions by:

(i) email to your email address nominated in the app or online portal or that is last known to us;

(ii) SMS to your mobile number nominated in the app or online portal or that is last known to us; or

(iii) notification to you through the app or online portal.

(b) We may also give you any notice, statement or other document in any other way that you have agreed with us or in any other way that is permitted by law.

(c) Any notice, statement or other document to be signed by us may be signed by any employee, solicitor or agent on our behalf.

19. Our service providers

We may engage third parties to provide certain technology and banking services. We won't be liable to you for any failure or delay in meeting our obligations to you caused by any delay or failure by a third party that is beyond our reasonable control.

20. Prohibited uses

You must not use our app or online portal in a manner that:

(a) violates laws;

(b) violates third party rights;

(c) disrupts our systems or the systems of any third party;

(d) disrupts functions;

(e) implies that you're endorsed by us or are in a partnership with us;

(f) modifies or reverse engineers any part of the app or online portal; or

(g) removes anything signifying copyright or trademarks (where applicable).

21. Complaints

(a) If you have a complaint about our services, facilities, products or anything else, please contact us through the app or online platform. If we're not able to resolve your complaint straight away, we'll give you information about our complaint handling processes and when we expect to get back to you.

(b) If you're not satisfied with our approach to resolving your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA is an independent body that helps consumers and small businesses to make and resolve complaints about financial institutions. You should contact us in the first instance to try and resolve your complaint before contacting AFCA. AFCA's details are:

Mail: GPO Box 3, Melbourne, VIC 3001

Phone: 1800 931 678 (free call)

Email: info@afca.org.au

Website: www.afca.org.au

(c) If you have a complaint about our compliance with the Customer Owned Banking Code of Practice, you can contact the Customer Owned Banking Code Compliance Committee at:

Mail: PO Box 14240, Melbourne, VIC 8001

Phone: 1800 931 678 (free call)

(d) If you would like to learn more about our complaints handling process visit our website.

22. Jurisdiction

These Terms and Conditions are governed by the laws in force in the State of New South Wales, Australia, and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of those courts.

23. Assignment

(a) We can at any time assign, novate or otherwise deal with our rights and obligations under these Terms and Conditions. You must sign anything and do anything we reasonably require to enable any dealing with these Terms and Conditions. Any dealing with our rights does not change your obligations under these Terms and Conditions in any way.

(b) You may not assign, novate or otherwise deal with your rights or obligations under these Terms and Conditions.

(c) We may disclose information about you or these Terms and Conditions to any person involved in an actual or proposed assignment, novation or dealing by us with our rights under these Terms and Conditions.

24. Severability

If any provision of these Terms and Conditions is illegal or becomes illegal at any time, the affected provision will cease to have effect, but the balance of these Terms and Conditions will remain in full force and effect, and we may by notice vary these Terms and Conditions so that the provision is no longer illegal.

25. Definitions

The following definitions apply to these Terms and Conditions.

(a) **Account Owner** means the individual that initially completes the application to sign up for the app and portal and who provides the details of the customer for the purpose of identification and verification.

(b) **Banking Business Day** means any day on which banks in Melbourne or Sydney can effect settlement through the Reserve Bank of Australia.

(c) **Biller** means an organisation that has agreed to receive payments through the BPAY payments service.

(d) **Business Day** means any day when we're open for business in any state or territory of Australia (excluding weekends and national public holidays).

(e) **Contributor** means the individual granted the access permissions described in clause 4.1(b)

(f) **Direct Credit** means a payment processed using BECS other than a direct debit.

(g) **Loan Guarantor** means the individual that has agreed to guarantee the performance of a customer of its obligations under a loan agreement or overdraft.

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

(i) **Merchant** means a merchant with which you've established, or would like to establish, a Payment Agreement.

(j) **Migrated DDR Mandates** has the meaning given in clause 13.7.

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

(l) **Nominated Representative** means any individual who is appointed for the purpose of Open Banking to manage data sharing on behalf of a customer.

(m) **Open Banking** means the ability to share banking data held by us with third parties that have been accredited by the Australian Competition and Consumer Commission in accordance with the regime under Part IVD of the *Competition and Consumer Act 2010* (Cth).

(n) **Payee** means the recipient of a payment. From the context, this may mean a Merchant (BPAY), a Payment Initiator (PayTo), or another recipient of funds from your account on your instructions.

(o) **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've established with a Payee that subscribes to the service.

(p) **PayID** means the identifier you choose to use to receive NPP payments.

(q) **Payment Agreement** means an agreement established by you and an approved Merchant or Payment Initiator whereby you authorise us to process PayTo payments from your account.

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

(s) **PIN** means the personal identification number that may be used to authenticate a transaction on a debit card.

(t) **Single Credit Transfer** means a basic payment made using the NPP.

(u) **Terms and Conditions** means this document.

(v) **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.