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MoveBank

Retail Banking Terms and Conditions

30 September 2026

Important information

This document sets out the Terms and Conditions for the Retail Banking products and services provided by MoveBank Ltd ABN 91 087 651 090, Australian Financial Services Licence and Australian Credit Licence 234536 (referred to in this document as "**we**", "**our**" or "**us**"). It should be read in conjunction with the MoveBank Access Terms and Conditions and the Digital Wallet Terms and Conditions, which collectively set the terms for your use of our products and services.

You should read these Terms and Conditions, which are available on our website or on request. You can contact us if you'd like more information about this document or our products and services.

Please contact us immediately if you suspect that your profile, or any of the Banking Products and Services you hold, have been subject to a security breach or other form of unauthorised access.

Important contact information

How to contact us

Chat with us in the digital app or online portal

Call us on 1300 362 216

Visit our branch (see our website for branch location and business hours)

Lost and stolen debit cards

If you have digital access, log into your account through the digital app or online portal, freeze or cancel the Card and report the Card as lost, stolen or damaged.

Call us on 1300 362 216, or 1800 621 199 outside of business hours.

Financial hardship

If you are experiencing difficulty repaying any overdrawn amount, contact us via the app or through the online portal.

Contents

PART A Getting Started **8**

1. The app and online portal 8

2. Accessing the platforms 8

3. Suspension 8

PART B App and Online Portal Terms **10**

4. Device and browser compatibility 10

5. Password security 10

5.1 Signing in 10

5.2 Logging into the app using a PIN or biometric information 11

5.3 Authentication 11

5.4 Processing times 11

PART C Bank Accounts **12**

6. Product features 12

6.1 Purpose 12

6.2 Deposits 12

6.3 Withdrawals 12

6.4 Balances 13

6.5 Adjustments 13

6.6 Interest 13

6.7 Statements of Account 14

6.8 Dormant Accounts 14

6.9 Unarranged Limits 15

6.10 Hardship 15

6.11 Combining your accounts 16

6.12 Number of accounts 16

7. Term Deposits 16

7.1 Opening an account 16

7.2 Release of funds 16
8. Electronic funds transfers 18
8.1 Making a payment 18
8.2 Your obligations 18
8.3 Disclosures to BPAY 19
9. BPAY® Payments 19
9.1 About BPAY payments 19
9.2 Making BPAY payments 19
9.3 Timing of Payments 20
9.4 Liability for BPAY payments 21
Overview 21
Mistaken payments 22
Unauthorised payments 22
Fraudulent payments 22
Resolution principles 22
10. PayID® 23
10.1 About PayID 23
10.2 Making payments to a PayID 23
10.3 Creating a PayID 23
10.4 Updating a PayID 24
11. PayTo® 25
11.1 Creating a Payment Agreement 25
11.2 Amending a Payment Agreement 26
11.3 Pausing your Payment Agreement 27
11.4 Transferring your Payment Agreement 28
11.5 Cancelling your Payment Agreement 29
11.6 Payments under a Payment Agreement 29
11.7 Migration of Direct Debit arrangements 30
11.8 General 30

11.9 Our responsibilities 32
11.10 Privacy 32
12. Direct Debits 32
12.1 Setting up a direct debit 32
12.2 Cancelling a direct debit 33
12.3 Direct debit dishonours 33
13. Debit Card 33
13.1 About the Card 33
13.2 Using the Card 34
13.3 Recurring payments 34
13.4 Pre-authorisations 35
13.5 Foreign Currency Transactions 35
13.6 PIN and Security 36
13.7 Loss, theft and misuse of the Card 36
13.8 Chargebacks 36
13.9 Card Expiration 37
13.10 Replacement Cards 37
13.11 Card revocation and cancellation 37
14. Click to Pay 37
14.1 General 37
14.2 Registration 37
15. Unauthorised transactions 38
15.1 General 38
15.2 Reporting 38
15.3 When you are not liable 38
15.4 When you may be liable 39
15.5 Limits on your liability 39
General **39**
16. Your conduct 39

17.	Anti-money laundering and counter-terrorism financing obligations	39
18.	Audit requirements	40
19.	Fees	40
20.	Termination	41
21.	Changes to Terms and Conditions	41
22.	How we communicate with you	43
23.	Our service providers	44
24.	Intellectual Property	44
25.	Privacy, data protection and confidentiality	44
26.	Warranties	45
27.	Prohibited Uses	45
28.	Limitation of Liability	45
29.	Our Indemnity	45
30.	Your Indemnity	46
31.	Tax	46
32.	Goods and Services Tax (GST)	46
33.	Complaints	46
34.	Codes of Practice	47
35.	Financial Claims Scheme	47
36.	Jurisdiction	47
37.	Assignment	48
38.	Severability	48
39.	How to reach us	48
40.	Definitions	48
Schedule 1 – Banking Products and Services		**51**

PART A Getting Started

1. The app and online portal

(a) Our digital app and the online portal accessible through a web browser, are digital platforms that let you:

(i) apply for and access the Banking Products and Services; and

(ii) instruct us in relation to the Banking Products and Services and your relationship with us.

(b) You should familiarise yourself with both the app and online portal. It's important that you familiarise yourself with both as there might be some functions and features available in one but not the other. You can find more information in the 'Frequently Asked Questions' section of the app or online portal.

(c) The Banking Products and Services are listed in Schedule 1.

2. Accessing the platforms

(a) The app is supported on Apple iOS and Android mobile devices. You can access the app by downloading it from the relevant application store. The online portal is supported on Google Chrome, Firefox, Microsoft Edge and Safari web browsers. You can access the online portal by going to the online banking 'Login' section of our website using one of those web browsers and logging into your account.

(b) Once you have downloaded and accessed the app you'll be able to access and control your accounts through the app. For new customers, downloading the app allows you to start the onboarding process for you and those authorised to act on your behalf (if any) and apply for the Banking Products and Services.

(c) As part of the onboarding process, we'll ask you to (amongst other things):

(i) accept these Terms and Conditions;

(ii) accept the MoveBank Access Terms and Conditions; and

(iii) acknowledge the Privacy Statement.

(d) When linking a MoveBank debit or credit card to a digital wallet, you will also be asked to accept our Digital Wallet Terms and Conditions.

3. Suspension

(a) We may suspend, limit or cancel your access to the platform or the Banking Products and Services at our absolute discretion by giving notice with immediate effect if we consider that taking the action is reasonably required. The circumstances in which we may suspend, limit or cancel your access to the platform or the Banking Products and Services include but are not limited to the following:

(i) to manage the risk of fraud or other harm to you, us or a third party;

(ii) to comply with our regulatory, payment system and compliance obligations (including but not limited to our obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth));

(iii) to prevent the use of the Banking Products and Services in a way that could adversely affect our integrity, stability or reputation or that of any third party;

(iv) to prevent a transaction that potentially breaches Australian law or sanctions from being processed; and

(v) to address an actual or potential breach of these Terms and Conditions or law.

(b) We may delay, reject, freeze or block a transaction, an individual's user permissions in our platform or a Card if we consider the action is reasonably required to manage risk (to you, us or a third party) or to comply with our regulatory obligations.

(c) Where we reasonably believe account transactions relate to fraudulent or illegal use of the account or otherwise may breach a law or sanction as a result of compelling evidence such as conducting an investigation or receiving a request from a financial institution to return funds received into your account, we may return those funds or otherwise remove your access to them at our discretion and without notice.

(d) We may also take action under clauses 3(a) or 3(b) or return payments to or from your account where we reasonably believe that those accounts or transactions are being used to perpetrate financial, domestic or other forms of abuse.

(e) We must make reasonable efforts to investigate any suspension as soon as reasonably practicable. We have the authority to keep a service suspended until the time that any issues are resolved to our reasonable satisfaction.

(f) For any other reason, we may cancel your accounts and access with us with reasonable notice in accordance with clause 20(d).

(g) We will act fairly and reasonably towards you when taking action against your accounts and transactions without prior notice.

(h) Where we suspend, limit or cancel your access to the platform or the Banking Products and Services you may contact us in accordance with clause 39.

(i) We are not liable for any loss you or any other party suffers where we take any action referred to in this clause in accordance with these Terms and Conditions.

PART B App and Online Portal Terms

4. 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 in the 'Frequently Asked Questions' section of the app and online portal.

(b) If you use an older or out of date version of a web browser or operating system, you may experience some issues when using the app or online portal. We won't be liable for any loss you suffer if you don't use a compatible web browser or operating system.

5. Password security

5.1 Signing in

(a) You'll be required to use a password to access the platform and your account. You must take special care to protect this password you use to access your account.

(b) The steps you can 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 etc) or easily guessed;

(ii) don't write your password down or record it anywhere (i.e. try to 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 record your password or write it down, 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.

(e) If you repeatedly enter your password incorrectly, we may suspend or limit your access to the platform and your account.

(f) Failure to protect your password may increase your liability if there are unauthorised transactions on your account.

5.2 Logging into the app using a PIN or biometric information

(a) 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 profile in the app. Your biometric information is stored on your device and not in the app.

(b) You may be allowed to set up and use a six-digit PIN to log into the app instead of your password. If this is the case, you must follow the instructions for choosing a secure six-digit login PIN. You must also keep the six-digit login PIN confidential and not disclose it to any other person.

(c) You authorise us to act on any instruction provided by you through the app where you log into the app using your login credentials (including where a login has occurred using biometric information stored on your device or six-digit login PIN).

5.3 Authentication

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

(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.

5.4 Processing times

In some cases, instructions that you submit through the 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 app or online platform.

PART C Bank Accounts

6. Product features

6.1 Purpose

Your bank account must be used solely for personal purposes. You must not use your bank account for business purposes or for a combination of business and personal purposes.

6.2 Deposits

(a) The proceeds of payments may be credited to your bank account through:

(i) an electronic funds transfer initiated by you from another account held in your name;

(ii) an electronic funds transfer initiated by another person that has been directed to your account including through your PayID (if applicable); or

(iii) depositing cash or a cheque at a Bank@Post (limits apply).

(b) We'll try to deposit the proceeds of a payment to your account around the same time we receive an instruction to do so. However, in certain circumstances there may be a delay (for example, if we are screening the payment in accordance with our risk and regulatory requirements).

(c) You must ensure that the person sending you money uses the correct BSB and account number and account name when they initiate a payment to your account.

(d) Any account you access through the app and online portal isn't eligible for or deposits in connection with foreign cheques.

6.3 Withdrawals

(a) The withdrawal capability on your bank account will depend on the type of account you have.

(b) Savings accounts don't allow you to transfer to an external financial institution directly.

(c) Withdrawals from term deposit accounts are also limited in accordance with clause 7.2.

(d) Funds may be debited from an eligible account through:

(i) an electronic funds transfer initiated by you using the payment features available on your account to another account with us or to another financial institution;

(ii) arranging a direct debit to be processed in accordance with an agreement between you and a merchant, a scheduled or recurring payment or a PayTo payment (if your account is eligible);

(iii) a payment initiated by you using your Card or Card details;

(iv) a cash withdrawal at an ATM or Bank@Post; or

(v) cash out at a participating merchant.

(e) Withdrawals from your account will be subject to the following types of daily limits (details of which are available in the 'Frequently Asked Questions' section of the

app or online):

(i) the daily withdrawal limit applicable to ATMs or merchant terminals using your Card. Additional restrictions may be imposed by the ATM provider or merchant, including a limit on the amount of cash out available and a requirement that you also make a purchase;

(ii) the daily payment limit for electronic funds transfers; and

(iii) contactless payment limits for Cards.

(f) We may, at our discretion, reduce the limits applicable to the Banking Products and Services without providing you prior notice where it's reasonably necessary to protect you or us from fraud or other harm.

(g) More information regarding payment features can be found in PART D.

6.4 Balances

The balance of funds in your account at any time reflects your current balance. However, there may be parts of your current balance that are either reserved for a payment that is due to be authorised or have not yet been cleared. As such, any reference to 'available funds' or 'sufficient funds' in these Terms and Conditions refers to those parts of your current balance that are available for processing transactions without overdrawing your account.

6.5 Adjustments

We may debit funds that have been credited to your account without notifying you in advance. This will usually be to manage the risk of fraud or to correct an error. For example, if a person accidentally makes a payment to your account, we may be required to take steps to return the funds in accordance with the requirements of the ePayments Code. We may also correct your balance if we think there's been an error caused by us or another bank.

6.6 Interest

(a) If your account is eligible for credit interest, you may earn interest on the account.

(b) If you overdraw your account, you'll be required to pay debit interest at the default interest rate.

(c) Information regarding the interest rates (including the default interest rate) that apply to your account can be accessed through the app or online portal.

(d) Interest is calculated daily on the current balance of your account using the following formula:

$$\text{Daily closing balance} \times \frac{\text{Interest rate}}{\text{Number of days in a year}}$$

(e) Interest is paid into or debited out of your account on the first day of the next month after interest has been earned or incurred.

(f) We may vary interest rates from time to time. We'll notify you in accordance with

clause 21 when we do.

6.7 Statements of Account

(a) You will receive statements which can be accessed through the app, online portal, or provided in hard copy (if requested). Account statements reflect the transactions that were processed during the relevant statement period. Certain transactions may not be displayed on the statement (for example, where the statement was generated before the transaction was processed). These transactions will appear on the next account statement.

(b) You must review your account statement as soon as it is available to you and immediately contact us about any unauthorised transactions or errors.

(c) At least once a year we will provide you with a clear, prominent and self-contained notice included on or with your statement, summarising passcode security guidelines that are consistent with the ePayments Code.

6.8 Dormant Accounts

(a) We may close your account if it becomes dormant. An account is considered dormant if no transactions have occurred during a continuous six-month period (other than transactions initiated by us, such as crediting interest or debiting fees and charges). If we exercise our right to close your account under this clause, we'll notify you in writing to the email address we hold for you.

(b) If:

(i) there haven't been any customer-initiated deposits or withdrawals from your account for seven years; or

(ii) you haven't advised us to keep your account active,

we may close your account and, where the account balance is above the amount specified by the government for unclaimed money purposes, transfer the money in your account to the government as unclaimed money. You can contact us through the app, online portal or by calling us for help with recovering unclaimed money that we've transferred to the government.

6.9 Unarranged Limits

(a) We aren't required to process a transaction you've initiated where you don't have sufficient funds in your account. However, we may allow certain types of transactions to overdraw an account at our sole discretion. Where this is the case, we'll provide you an Unarranged Limit.

(b) Subject to clause 6.9(c), an Unarranged Limit may be provided where:

(i) a transaction causes your account to go into a negative balance;

(ii) a transaction is processed that draws against uncleared funds; or

(iii) you incur fees or charges which take your account into a negative balance; or

(iv) a transaction causes you to exceed your overdraft limit under an overdraft facility with us.

(c) An Unarranged Limit may not always be available to you. You must ensure that:

(i) your account has sufficient funds for the purposes of clearing transactions

initiated by you;

(ii) you don't rely on us permitting a transaction that would result in us providing you an Unarranged Limit; and

(iii) you don't overdraw your account or make attempts to overdraw your account on a regular basis.

(d) If we allow an Unarranged Limit on your account, you'll owe us a debt of that amount and any fees and interest charged at the default interest rate applicable to the Unarranged Limit. The overdrawn amount and any fees and interest charged at default interest rate you incur must be repaid immediately. Further details on fees and default interest rate are available on our website.

(e) Any deposits into your account will first be applied against the overdrawn amount. Once the account has been credited the amount of the Unarranged Limit and any applicable fees and charges, the debt will be repaid and your account will return to a zero or credit balance.

(f) To avoid incurring fees and charges in connection with an Unarranged Limit, make sure you have money in your account to fund your payments (including any Card or direct debit transactions).

6.10 Hardship

If you are experiencing financial difficulty, including difficulty repaying any overdrawn amount on your account or needing urgent access to funds in a term deposit, please contact us via chat in the app, online portal or by calling us. Once we understand your situation, we can let you know how we can assist. If you would like further information on hardship, view our Hardship Policy on our website or call us on 1300 362 216.

6.11 Combining your accounts

(a) If you have more than one account with us, we may combine or set-off the balances of any type of account you hold with us. For example, we may use the credit balance in one of your accounts to pay the debit balance of another account to clear the debt you owe us. If we combine your accounts, we'll notify you in writing after we have done so.

(b) However, we won't exercise our rights under paragraph (a) if:

(i) we know that the funds aren't held by you in the same capacity; or

(iii) your debt to us arises from some business with us other than banking.

6.12 Number of accounts

We may limit the number of accounts of a particular type that you may hold at any one time. Any limit that applies is set out in the target market determination for that account on our website and will be advised to you when you apply. If you hold more accounts of a type than the applicable limit allows, we may close the additional accounts in accordance with clause 20.

7. Term Deposits

7.1 Opening an account

(a) You may open a term deposit account with us if you hold a transaction account and

can commit to depositing a minimum investment amount for the period of the full term. The minimum investment amount is $5,000.

(c) The interest rate payable will be fixed for the duration of the entire term at the rate offered on the date you deposited the funds. For the available duration and rates refer to our website.

(d) Interest will be paid to your linked transaction account at the following intervals, in arrears –

Your Deposit Term	Interest Payment
Less than one year	At maturity
One year or more	Monthly, annually or at maturity

7.2 Release of funds

(a) Funds must remain in the term deposit for the period of the term until maturity.

(b) Before the maturity date, you may instruct us to reinvest your funds in a new term deposit. Each reinvestment is a new term deposit, with a new term and the interest rate that applies at the time it is opened. If you do not instruct us to reinvest, your deposit and any interest earned during the term will be paid into your nominated transaction account.

(c) Subject to clause 7.2 (d), you may apply for early release of all or part of your funds from the term deposit on 31 days' notice. Any decision to allow you access to the funds will be at our sole discretion, acting reasonably.

(d) If you withdraw part or all of your term deposit early, we will make an interest adjustment. The interest adjustment will be calculated as follows –

Proportion of term completed	Interest reduction as a % of the interest earned to the time of redemption
0% <25%	80%
25% < 50%	60%
50% < 75%	40%
75% < 100%	20%

(e) If we have already paid you interest during the term that exceeds the total interest you are entitled to under the reduced rate, then the difference is due and payable

by you, and we may deduct it from the funds withdrawn early.

(f) In the case of partial redemptions, the amount remaining will continue to earn the interest rate originally agreed until the date of maturity. If the amount remaining is less than the minimum allowed for that type of term deposit, the whole balance must be redeemed, and reduced interest will apply.

(g) No interest rate reduction applies where a release is requested due to the death of an account holder.

(h) Contact us as soon as possible if you are experiencing financial difficulty. You may apply for urgent access to your funds from the term deposit, without notice, if you meet certain criteria for financial hardship (see clause 6.10.)

PART D Payments

8. Electronic funds transfers

8.1 Making a payment

(a) Your account will be able to make the following kinds of funds transfers:

(i) Osko® (including via PayID);

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

(iii) Direct Credit; and

(iv) BPAY payments.

Payments processed using your Card are dealt with under clause 13.

(b) Your account may also be able to make PayTo payments (when available).

(c) The kind of payment that's made normally depends on the payment instructions you provide and the functionality of the payee's account. In terms of processing times, Osko payments are usually processed in less than a minute, the processing time of a Single Credit Transfer varies and depends on the payee's bank and a Direct Credit payment may take up to three Business Days to be processed. BPAY payments will be processed in accordance with clause 9.

(d) 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).

(e) 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 being processed;

(iii) your 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);

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

8.2 Your obligations

(a) You must not enter inappropriate payment descriptions such as insulting or defamatory text. 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. Some banks don't check account names against the BSB and account number when processing payments. If you make a mistake, please contact us as soon as possible so we can try to recover the payment. We will follow the prescribed recovery processes of the ePayments Code. These processes specify the circumstances, based on timeframes, under which we can recover funds from an unintended recipient without their consent. However, 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 contributed to by the mistake, error, negligence, fraud or wilful misconduct of us, our employees, our agents or a receiver we appoint, or is otherwise recovered by us.

(d) If you become aware of a mistaken payment (including where a payment has been made to the wrong PayID), you must tell us immediately so that we can try and recover the funds for you. If you have digital access, you may also report the mistaken by logging in to your online account, selecting the transaction and raising a dispute.

8.3 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.

(e) You agree to our 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.

9. BPAY® Payments

9.1 About BPAY payments

(a) BPAY provides an electronic payments service which lets you make payments to organisations known as Billers. To avoid doubt, Osko payments aren't BPAY payments (and the terms and conditions outlined in this clause 9 don't apply to Osko).

(b) If our BPAY membership or our subscription to BPAY payments is suspended or cancelled for any reason, we won't be able to provide you BPAY services.

9.2 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 you specify.

(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). For the purposes of this clause, 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.

(c) You may set up BPAY recurring or scheduled payments using the payments section of the app or online platform.

(d) You acknowledge that we may not process a payment if you don't give us all of the required information or if any of the information that you give us is inaccurate.

(e) 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.

(f) You must make sure that your payment instructions are correct (including the payment amount). We won't accept an order to stop a payment once you have instructed us to make that payment.

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

(h) If we're informed that your 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.

(i) 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.

9.3 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 accepted and remitted to the recipient institution on the same day.

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

(c) Delays may occur in processing 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 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 payments which fall on a date that's not a Banking Business Day will be paid the next Banking Business Day.

9.4 Liability for BPAY payments

Overview

(a) We'll take reasonable steps to ensure your 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.

We'll attempt to rectify these scenarios in relation to your payments in the way described in this clause.

(b) We won't be liable for any loss or damage you suffer because of using BPAY payments except as set out in this clause and unless contributed to by the mistake, error, negligence, fraud or wilful misconduct of us, our employees, our agents or a receiver we appoint, or is otherwise recovered by us.

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

(d) The longer the delay between when you tell us of the error and the date of your payment, the more difficult it may be to correct the error. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, 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.

(e) Subject to paragraphs 9.4 (b), (c) and (d), payments are irrevocable, unless the payment is:

(i) a mistaken payment referred to in clause 9.4 (f);

(ii) an unauthorised payment referred to in clause 9.4 (g) to (i); or

(iii) a fraudulent payment referred to in clause 9.4 (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.

Mistaken payments

(f) If a payment is made otherwise than in line with your instructions (if any), we'll credit that amount to your account. However, if you were responsible for a mistake resulting in that payment (e.g. due to entering the wrong details as part of a payment instruction) and we can't recover the funds within 20 Business Days of us attempting to do so, you must pay us that amount.

Unauthorised payments

(g) If a 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 anybody with your knowledge or consent. Further, in all cases, you must pay us the amount of an unauthorised payment if the payment was made because of you not complying with any relevant security requirements.

(h) If we can recover part of an amount you're required to pay us under paragraph 9.4 (g) from the payment recipient, you must pay us the amount that we can't recover.

(i) If you tell us that a payment made from your account is unauthorised, you must give us your written consent (in a form we may specify), consenting 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 that payment.

Fraudulent payments

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

Resolution principles

(k) A payment that falls into more than one of the categories described in this clause 9.4 will be handled as follows:

(i) if a payment you've made falls within the type described in paragraphs 9.4 (g), (h), (i) (Unauthorised payments) and:

(A) clause 9.4 (f) (Mistaken payments); or

(B) clause 9.4 (j) (Fraudulent payments),

then we'll apply the principles set out in paragraphs 9.4 (g),(h) and (i) (Unauthorised payments).

(l) If a payment you've made falls within both the types described in clause 9.4 (f) (Mistaken payments); and clause 9.4 (j) (Fraudulent payments), then we'll apply the principles set out in clause 9.4 (j) (Fraudulent payments).

10. PayID®

10.1 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.

10.2 Making payments to a PayID

(a) Subject to clause 8, 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.

10.3 Creating a PayID

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

(b) You must have an eligible account and either own or be authorised to use the PayID to register it. Information regarding eligible account types can be found online.

(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 central register managed by NPPA. 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;

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

(vi) make sure your customers are aware of any relevant changes to your PayID;

(vii) use the PayID logo in accordance with the brand standards made available

by NPPA from time to time if you use the logo for commercial purposes.

10.4 Updating a PayID

(a) After you have successfully created a PayID in your account, you can:

(i) lock the PayID to temporarily disable it from being used;

(ii) unlock the PayID where it has previously been locked by you;

(iii) update the linked internal account;

(iv) close the PayID;

(v) initiate a transfer to another financial institution (subject to paragraph 10.4(b) below).

(b) Transferring your PayID to another financial institution is a two-step process. You must first initiate the transfer through your account. 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 your PayID will remain active.

(c) If you have a PayID with another financial institution and you want to transfer it to 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.

(d) 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. Subject to the two-step process applicable to PayID transfers described in clause 10.4 (b), we'll generally 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.

(e) We may, acting reasonably, lock or close your PayID at any time including because:

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

(ii) we believe that fraud has occurred or is occurring, or 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.

11. PayTo®

11.1 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 an account with us 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 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. The details of the Payment Agreement will be recorded in the Mandate Management Service for NPP Payments to be processed in accordance with them.

(d) We'll notify you of the creation of any Payment Agreement established using your account or PayID details through the app and/or any other method contemplated by these Terms and Conditions. We will also provide details of the Payment Agreement, including the Payee named in the Payment Agreement, the payment amount and payment frequency, which you must confirm are correct or if they are incorrect, you may decline the Payment Agreement and contact the Payee requesting that they amend and resubmit the Payment Agreement.

(e) If you confirm the details in the Payment Agreement are correct, we'll record your confirmation against the record of the Payment Agreement in the Mandate Management Service and the Payment Agreement will then become effective. If you see that the details in the Payment Agreement are incorrect, and decline the Payment Agreement, we'll note that against the record of the Payment Agreement in the Mandate Management Service and the Payment Agreement will be cancelled.

(f) 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.

(g) 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 because of processing a payment instruction submitted under a Payment Agreement that you establish, unless contributed to by the mistake, error, negligence, fraud or wilful misconduct of us, our employees, our agents or a receiver we appoint, or is otherwise recovered by us. 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.

(h)

11.2 Amending a Payment Agreement

(a) Your Payment Agreement may be amended by the Payee, or by us on your instruction.

(b) When the Payee requests an amendment to the Payment Agreement and it needs your authorisation:

(i) The Mandate Management Service will notify us of the Payee's proposed amendment to the terms of Payment Agreement and we'll notify you of those proposed amendments through the app and/or any other method contemplated by these Terms and Conditions for your approval. These amendments may include variation of the payment amount, where that is

specified in the Payment Agreement as a fixed amount, or payment frequency. You may confirm or decline any amendment request. If you authorise the amendment, we'll 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, we'll record this decision, notify the Mandate Management Service and the amendment won't be made. A declined amendment request will not otherwise affect the Payment Agreement.

(ii) Amendment requests which aren't authorised or declined within five calendar days of being sent to you, will expire. If you don't authorise or decline the amendment request within this period of time, the amendment request will be deemed to be declined.

(c) 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.

(d) You can only request that we amend your name or account details in the 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 through the app. 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.

(e) We may amend your Payment Agreement, if you instruct us to do so, provided that we are reasonably satisfied that such amendment is in line with these Terms and Conditions.

11.3 Pausing your Payment Agreement

(a) You may instruct us to pause and resume your Payment Agreement through the app. 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 of the pause or resumption. During the period the Payment Agreement is paused, we won't process payment instructions in connection with it. We won't be liable for any loss that you or any other person may suffer because of us, in line with these Terms and Conditions, pausing 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 the Payee pauses or resumes a Payment Agreement which you're a party to, they'll notify their financial institution and update the Mandate Management Service. We'll promptly notify you of a pause and of any subsequent resumption through the app. We won't be liable for any loss that you or any other person may suffer because of the pausing of a Payment Agreement by the Payee.

(c) We may pause and resume your Payment Agreement as we consider reasonably necessary to prevent or investigate any material or immediate risk, or to prevent loss to you or us, including but not limited to suspected fraud, unlawful activity, misconduct, or any suspicious activity. We'll give you notice through the app where

we've exercised our right to pause or resume your Payment Agreement, including the grounds for exercising this right. We may also pause your Payment Agreement where we reasonably suspect you have breached these Terms and Conditions. We may also pause your Payment Agreement if your account is no longer eligible to be used to process a payment initiation request. We'll notify the Mandate Management Service to update your record and the Mandate Management Service will notify the Payee's financial institution of this update. While your Payment Agreement is paused, we won't process payment instructions in connection with your Payment Agreement. We must use reasonable endeavours to investigate any decision to pause and/or resume your Payment Agreement due to a suspected fraud, unlawful activity, misconduct or any suspicious activity as soon as reasonably practicable. We have the authority to keep a service paused until such a time that we are satisfied that the relevant issues are resolved to our reasonable satisfaction.

(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.

11.4 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 by selecting "Transfer your Payment Agreement" in 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 arrange a transfer within 14 days of receiving your instruction to process a Transfer of a Payment Agreement from another financial institution. We don't guarantee that all Payment Agreements will be transferrable to us. If we can't 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.

11.5 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. Before cancelling you should consider whether cancelling will breach

the terms of an agreement between you and the relevant Payee because you'll be liable for any loss that you suffer because of that breach (for example, any termination notice periods that haven't been adhered to). We won't be liable to you or any other person for loss incurred because of the cancellation of a Payment Agreement.

(b) Where 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 the Payee cancels a Payment Agreement which you're a party to, we'll promptly notify you of that cancellation through your account. We won't be liable to you or any other person for loss incurred because of the cancellation of your Payment Agreement by the Payee.

(d) We may cancel your Payment Agreement without prior notice if we consider it reasonably necessary to restore or maintain the security of our systems, facilities or to manage material risks and losses to us or you including preventing fraud, unlawful activity, misconduct, any other suspicious activity, if we believe it's reasonably necessary to do so to comply with our obligations under Anti-Money Laundering and Counter Terrorism Financing Laws, or if your account is no longer eligible for PayTo. You may also request us to cancel a Payment Agreement on your behalf if you don't have access to do so yourself through your account. We'll notify the Mandate Management Service to update your record and the Mandate Management Service will notify the Payee's financial institution of this update. We'll notify you of this cancellation.

11.6 Payments under a Payment Agreement

(a) Once a payment has been made under a Payment Agreement it is 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 purchased using a Payment Agreement 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.

11.7 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, to process payments under those arrangements through the NPP rather than BECS. 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 provide prior written notice of 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 provide notice of a Migrated DDR Mandate to you for you to confirm or decline. We'll process instructions received from a Merchant or Payment Initiator based on 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 Payee, in the manner described in clauses 11.2, 11.3, 11.4 and 11.5.

11.8 General

(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 because 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 /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 because of you not promptly responding to such a notification.

(d) You must ensure 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 which is in breach of any agreement that you have with that Payee.

(e) Once a Payment Agreement has been authorised by you (and is not paused), PayTo payments will be processed through the NPP as instructed by the Payee and remain subject to any associated terms and conditions that apply to PayTo. You're responsible for ensuring that you have enough 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 because of your account having insufficient funds. These Terms and Conditions will apply in relation to circumstances where there are insufficient funds in your account.

(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 or online platform.

(g) 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) All intellectual property, including but not limited to PayID, PayTo and other trademarks of NPPA and related 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) while you have access to the app or online portal to use Our Intellectual Property for the sole purpose of using PayID or PayTo in a way that's consistent with these Terms and Conditions.

(i) Where an intellectual property infringement claim is made against you, we'll have

no liability to you under this agreement to the extent that any intellectual property infringement claim is based on:

(j) modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement;

(k) 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

(l) your failure to use Our Intellectual Property in line with these Terms and Conditions.

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

11.9 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 through via chat in the app, online portal or by calling us. 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.

(d) If you or we close an account that's linked to a Payment Agreement, we may cancel that agreement. In this event, we won't be liable for any loss you or anyone else suffers if you breach any agreement you have with the Payee.

11.10 Privacy

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

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

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

12. Direct Debits

12.1 Setting up a direct debit

(a) A direct debit is a transaction debited to your account by another person (the 'Debit User'), under an arrangement that you and the person have entered into.

(b) The Debit User sets the frequency, amount and dates on which amounts are drawn

from your account.

(c) A direct debit is different from a scheduled payment or a recurring payment made using your Card.

12.2 Cancelling a direct debit

(a) You may cancel a direct debit arrangement by contacting us through the app, online portal or by calling us.

(b) You may also request us to suspend or cancel an individual direct debit. If you do, we'll take this action within one Business Day.

(c) You must also inform the Debit User if you want to cancel the direct debit authority you've given them or if you want to cancel or suspend one or more payments.

(d) You must promptly advise us of any direct debits processed to your account that haven't been authorised by you so we can investigate the issue.

12.3 Direct debit dishonours

(a) If you don't have sufficient funds in your account on the day a direct debit is due to be processed, we may not permit the transaction and we may charge you a dishonour fee.

(b) If we, at our sole discretion give you an Unarranged Limit so that the direct debit can be processed, you'll incur the fees and charges that apply to Unarranged Limits.

13. Debit Card

13.1 About the Card

(a) The Card can be used to make purchases through chip (and PIN), magstripe and card-not-present transactions (e.g. online transactions) from merchants who can process payments from the Card Scheme. It can also be used to withdraw cash at ATMs which display the Card Scheme's logo and obtain cash out at participating merchants.

(b) You can make contactless transactions for purchases at merchant terminals that have this functionality. A contactless transaction is when you hold your card near a contactless terminal and don't need to insert or swipe your Card.

(c) You may request a Card to be linked to your account. Schedule 1 sets out which account types a Card can be linked to. We'll send the Card to the address nominated by you within 10 Business Days after accepting your request.

(d) Only one Card may be linked to each Account Owner at a time.

(e) You may be able to access details regarding your Card through your account. Where this is the case, you must not activate your Card until you receive the physical version and you must not use the Card until it's activated. If you activate the Card before you receive it, you may be liable for unauthorised transactions if the Card is misplaced or stolen on its way to you.

(f) You must activate your Card within 90 days of the date it was issued. If you don't, it will be cancelled by us. You must also sign the physical Card as soon as you receive it.

13.2 Using the Card

(a) We may, acting reasonably, change the daily transaction limit for the Card or put temporary or permanent blocks preventing transactions from being processed to certain merchants, categories of merchants or geographical regions. We may do this for a number of reasons, including where we believe there is a high risk of fraud or criminal activity associated with the merchant or region or where we are obliged by law to take such action.

(b) We don't warrant that merchants or ATMs displaying the Card Scheme's logos or other promotional material will accept the Card and we don't accept responsibility should a merchant or other party refuse to accept the Card. You should confirm with the relevant party that they are able to accept the Card before initiating a transaction.

(c) We aren't responsible for any defects in the goods and services you acquire using the Card. You acknowledge that all matters regarding the goods and services you obtain from merchants must be addressed to the merchants.

(d) If you close the account which the Card is linked to, the Card will be cancelled.

13.3 Recurring payments

(a) You may use the Card to set up recurring payments with a merchant by authorising the merchant to process a regular payment using the Card number. The recurring payment will be processed as a Card transaction rather than as a direct debit.

(b) If your Card details change for any reason, you must request the merchant to change the details of the recurring payment to ensure payments under the arrangement can continue. If you don't inform the merchant of the change to your Card details, the payment won't be processed and the merchant may not provide you with the relevant goods and services. There may also be additional fees and charges imposed by them.

(c) If you want to cancel the recurring payment, you should contact the merchant at least 15 days before the next scheduled payment and retain a copy of this cancellation request.

(d) If you close the account linked to the Card or cancel the Card for any reason, you must immediately contact the merchant to change or cancel your payment arrangements.

13.4 Pre-authorisations

A merchant may request a confirmation from us that there are sufficient funds in your account to cover the anticipated cost of goods or services supplied by them. Where this is the case, the available funds in your account will be reduced by the amount of the anticipated cost of goods or services. The actual amount payable to the merchant may be different to the anticipated cost. Your balance will reflect any changes once the transaction has been processed.

13.5 Foreign Currency Transactions

(a) Foreign currency transactions processed using the Card may involve a conversion (for example, from an overseas currency into Australian dollars) and incur a foreign transaction fee. Foreign currency transactions include:

(i) where the Card is used overseas at an ATM or merchant;

(ii) any transaction that involves a conversion by the merchant even though the transaction is denominated in Australian dollars (for example, where the merchant processes their payment outside of Australia); and

(iii) a refund or chargeback (as described in clause 13.8 (d)) processed in connection with the above transactions.

(b) When a foreign currency transaction is processed, the transaction is either converted into:

(i) Australian dollars at a rate determined by the Card Scheme (where the transaction is processed in United States dollars);

(ii) United States dollars and then into Australian dollars at rates determined by the Card Scheme (where the transaction is processed in a currency other than United States dollars).

(c) The Card Scheme uses either a wholesale exchange rate or government mandated exchange rate to determine the conversion rate that will apply to the foreign currency transaction on the day it is processed. The rate applicable on the day the transaction (including a chargeback or refund) is processed may be different to the rate applicable when the transaction originally occurred.

(d) The foreign transaction fee applicable to foreign currency transactions can be found in our Fees & Charges guide.

(e) Where a chargeback is processed in connection with a foreign currency transaction, the foreign transaction fee charged to the original transaction will be reversed.

(f) Some overseas merchants and ATMs charge a surcharge for making a transaction using your Card. Once you've confirmed that transaction you're not able to dispute the surcharge. The surcharge may appear on your bank statement as part of the purchase price.

(g) Some overseas merchants and electronic terminals give you the option to convert the value of the transaction into Australian currency at the point of sale, also known as 'Dynamic Currency Conversion'. If you accept this option, once you have confirmed the transaction you're not able to dispute the exchange rate applied. Regardless of who completes the currency conversion, the foreign transaction fee will apply.

13.6 PIN and Security

(a) You must choose a PIN for the Card. A PIN can be set up and changed at any time within the "Cards" section of your account.

(b) You must follow the instructions for choosing a secure PIN. You must also keep the PIN confidential and not disclose it to any other person.

(c) For the Card and PIN to operate effectively, you must not tamper with or damage the Card in any way.

13.7 Loss, theft and misuse of the Card

(a) If you believe the Card has been misused, lost or stolen, you must log into your account, freeze the Card and report the Card as lost, stolen or damaged.

(b) We'll acknowledge your notification by giving you a reference number. You must keep this reference number.

13.8 Chargebacks

(a) You can ask us to reverse a payment made using the Card if you believe a transaction on the Card was:

(i) unauthorised; or

(ii) for goods or services that were ultimately not delivered by the merchant or didn't match the description given by the merchant (and no refund or credit note was offered by the merchant).

(b) This is known as a 'chargeback'. A chargeback for a transaction processed by the Card Scheme will be processed in accordance with the Card Scheme Rules. Liability for unauthorised transactions on a Card is dealt with in clause 15.

(c) If you want to recover the funds for unauthorised transactions on your Card, you must instruct us to process a chargeback within 120 days of the relevant transaction and provide us with any information we require for the purposes of the chargeback. If you instruct us outside of this timeframe, we may not be able to recover the funds.

(d) If the chargeback is declined in line with the Card Scheme Rules, we'll notify you and give you a reason for the decision where the Card Scheme has made this available.

13.9 Card Expiration

(a) We'll issue a replacement Card before your current Card expires.

(b) When you receive the replacement Card you must:

(i) sign it immediately; and

(ii) destroy your previous Card by cutting it into several pieces and disposing of it securely.

13.10 Replacement Cards

(a) You may request a replacement Card through the app, online portal or by calling us if your Card has been lost, stolen or damaged.

(b) We may issue a new Card to you at any time.

(c) We reserve the right not to re-issue a Card to you.

13.11 Card revocation and cancellation

(a) You may cancel the Card at any time through your app, online portal or by calling us. You'll be liable for any transactions you make or initiate using the Card before or after the Card's cancellation.

(b) We may cancel the Card at any time without giving you prior notice, if we (acting reasonably) believe that ongoing use of the Card may cause loss to you or us. Once we've advised you of the cancellation, you must stop using the Card and destroy it immediately by cutting it into several pieces and disposing of it securely. You'll be liable for any transactions you make or initiate using the Card once we've advised you of the Card's cancellation.

(c) All Cards are issued at our discretion and we may determine the level of functionality made available in our Cards. We may choose not to provide you with a Card.

(d) All Cards remain our property and you must return each Card to us on request.

14. Click to Pay

14.1 General

(a) Click to Pay replaces your Card details with a secure digital token, so your full Card details aren't shared with merchants. Some Cards may not be eligible.

(b) Purchases made using Click to Pay are transactions under these Terms and Conditions, and clauses 13.8 and 15 apply to them.

14.2 Registration

(a) Your Card must be registered with the Card Scheme before you can use Click to Pay. You can register your Card, update your details and deregister at any time through the CTP Portal.

(b) When you register, we'll give the Card Scheme the information it needs to provide Click to Pay to you, including your name, contact and billing details and your Card details. You must keep those details accurate and up to date.

(c) If we issue you a replacement Card, and you wish to continue using Click to Pay, you'll need to register that replacement Card in the CTP Portal.

15. Unauthorised transactions

15.1 General

(a) An unauthorised transaction is a transaction on your account that you did not authorise.

(b) This clause applies to unauthorised electronic transactions on your account however they are initiated, including through the app, the online portal, a Card, a PayID or a Payment Agreement, except to the extent that clause 9.4 (BPAY payments) applies.

(c) In this clause, pass code means any password, PIN, biometric information or other code or credential used to access your account or authorise a transaction, and the pass code security requirements are the requirements in clauses 5.1 and 13.6.

15.2 Reporting

(a) You must tell us as soon as possible if you believe a Card or pass code has been lost, stolen or misused, or that an unauthorised transaction has occurred on your account.

(b) You can report these matters at any time, 24 hours a day, 7 days a week, through the app, the online portal, or by calling us on 1300 362 216 (or 1800 621 199 outside business hours).

15.3 When you are not liable

Where you are not liable, we will reimburse the amount of the unauthorised transaction and refund any fees, charges or interest you incurred as a result of it. You won't be liable for losses resulting from an unauthorised transaction where:

(a) it's clear that you haven't contributed to the loss;

(b) the transaction was made using a Card or pass code that was forged, faulty, expired or cancelled;

(c) the transaction occurred before you received the Card or pass code, or before you activated a Card;

(d) the transaction occurred after you reported the matter to us under clause 15.2;

(e) the same transaction was debited to your account more than once without your authorisation;

(f) the loss resulted from fraudulent or negligent conduct by our employees, agents or contractors; or

(g) our systems malfunctioned in a way that caused the transaction to be processed.

15.4 When you may be liable

You may be liable for losses resulting from an unauthorised transaction only where we can show that you:

(a) acted fraudulently;

(b) did not comply with the pass code security requirements; or

(c) unreasonably delayed telling us after becoming aware of the loss, theft or misuse of a Card or pass code. We will assess any delay reasonably, having regard to your circumstances.

15.5 Limits on your liability

(a) Where it isn't clear whether you contributed to the loss, your liability is limited to the least of $150, the balance of the accounts that we have agreed can be accessed using the relevant Card or pass code (including any prearranged credit), and the actual loss at the time you reported the matter to us.

(b) You are not liable for any part of a loss that exceeds an applicable daily or other periodic transaction limit, or that exceeds the balance of your account.

(c) Nothing in these Terms and Conditions makes you liable for an unauthorised transaction to any greater extent than the ePayments Code permits. If there is any inconsistency between this clause and the ePayments Code, the Code prevails.

General

16. Your conduct

You agree that you will, at all times:

(a) use our products and services in good faith;

(b) comply with these Terms and Conditions;

(c) comply with applicable laws; and

(d) comply with any additional requirements we reasonably impose.

17. Anti-money laundering and counter-terrorism financing obligations

(a) We’re required to comply with laws and regulations relating to the prevention of money laundering and counter terrorism financing. From time to time, we may take

various actions we believe necessary to comply with these laws and relevant internal policies.

(b) To comply with these laws and regulations, we may be required to delay, block, freeze or not process a transaction.

(c) We may be required to report information about you to relevant authorities and aren't under any obligation to tell you when this occurs. These actions could result in a breach of the terms of a Payment Agreement.

(d) You undertake that you:

(i) won't initiate or participate in a transaction that may be in breach of law or sanctions of any country;

(ii) won't initiate or participate in a transaction that involves a payment to or from a sanctioned region;

(iii) aren't participating in any activity that breaches the law or sanctions of any country.

(e) You must help us if we require further information from you to comply with our regulatory obligations or to manage risk. This may include information from third parties as is necessary to verify your identity, your legal representative, anyone acting on your behalf and any beneficial owners and the source of monies used for the payment. This may include information concerning your related parties. We may also re-identify you.

(f) You acknowledge that we may provide any information we hold for you to third parties such as government (including law enforcement) agencies, other financial institutions and our service providers in line with the terms of the Privacy Statement.

18. Audit requirements

We may request that you give access to documents or other records to confirm your compliance with these Terms and Conditions. Where this is the case, you must provide all information reasonably requested by us.

19. Fees

(a) There are no fees and charges that apply to downloading the app or accessing the online portal. However, there are fees and charges for the Banking Products and Services and the use of some of the features of the app or online platform (as set out in our Fees and Charges guide, available on our website).

(b) You must pay any fees you incur in respect of banking portal and the Banking Products and Services as set out in our Fees and Charges guide.

(c) We can vary our fees or charges from time to time. We'll notify you in accordance with clause 21 if we do. Where we make a change to fees or charges, we'll give you 30 days prior notice through the app, online platform and/or email. If you don't accept the updated fees, you should stop using our services. By continuing to use the services after the end of the relevant notice period, you agree to be bound by the updated fees and charges.

(d) From time to time, we may waive any of our fees or charges. However, this doesn't mean that we'll waive those same fees or charges in the future.

(e) We may also deduct relevant government taxes and charges from your bank account. We won't be able to waive these. Please note that the government can change these without notice.

(f) Further information about the amounts that may be payable in respect of your account and/or the products and services is available through the app, online platform and on request.

20. Termination

(a) You may close an account and Cards by contacting us through the app or online portal at any time.

(b) You may also delete your user profile by making a request in the app, online portal or by calling us at any time.

(c) We'll action any request made by you under this clause within a reasonable time, unless destruction of the relevant records is prohibited by law.

(d) We may terminate your access to your account and/or products and services at any time. We'll usually give you at least 14 days' notice but we may not give you prior notice of such termination in certain circumstances including where we believe you've committed a material breach of these Terms and Conditions or where there's fraud or a security breach.

(e) Where you have an account with a credit balance, we'll take reasonable steps to return the funds to you or the government (where the funds are treated as unclaimed money).

21. Changes to Terms and Conditions

(a) We may make changes to the app, online platform, the account, Cards and/or these Terms and Conditions from time to time. We will advise you of such changes via:

(i) the app or online platform;

(ii) your nominated email address;

(iii) notification on, or with, an account statement;

(iv) notification on, or with, a newsletter;

(v) advertisement in the local or national media;

(vi) post (where required); and/or

(vii) our website.

(b) If you don't accept those changes, you should stop using our services. By continuing to use our services after the end of the notice period stated in clause 21(c), you agree to be bound by the changes.

(c) If we make changes, we will give you advance written notice. The minimum notice period we'll give you is as follows, however we may give you with a shorter period of notice if applicable law requires that an amendment to take effect more quickly:

Type of change	Notice period

New fees and charges	30 days
Increases to existing fees and charges (except for interest rates)	30 days
Changes to minimum balance requirements	30 days
Reducing the number of fee-free transactions permitted on the account	30 days
Changes to how interest is calculated and applied or charged to your account	30 days
Increasing your liability for losses relating to transactions	30 days
Imposing, removing of changing a daily or other periodic limit	30 days
Any change required to mitigate a material and immediate risk to us or another party	No later than the date the change takes effect
Any change to the rights and obligations set out in this document that's favourable to you	No later than the date of your next periodic statement
Changes to interest rates	Interest rate changes that are detrimental to you will be communicated no later than the date the change takes effect. Interest rate changes in your favour will be communicated no later than the date of your

	next periodic
Changes to, or introduction of a government charge	Reasonably promptly unless the government itself publicises the change
Any other change to the rights and obligations set out in this document	30 days

(d) If changes to the Terms and Conditions are sufficiently important (as determined by us) or there are numerous changes, we will provide you will a single document which explains the changes to the Terms and Conditions within the time period described above at clause 21(c).

(e) We may, from time to time, remove a Banking Product and Service from sale, vary the eligibility requirements and/or limit the availability of a Banking Product and Service. Any change affecting you will be notified in line with this clause. If you don't accept the changes, you should stop using our services. By continuing to use our services after the end of the notice period, stated in 19(c), you agree to be bound by the changes.

22. How we communicate with you

(a) We'll send important information to you through:

(i) the app or online portal;

(ii) the email address nominated by you in your account;

(iii) post (where required); and/or

(iv) the mobile number nominated by you.

(b) You must notify us as soon as possible through the app, online portal or by calling us of any changes to the details we hold for you or a Loan Guarantor (such as a change of name or address). This ensures we can send you and others authorised to act for you important information that relates to your account or the products and services from time to time.

(c) We'll take any formal communication given by us to you as being received at the earlier of:

(i) us receiving an automated message confirming delivery;

(ii) 30 minutes after the time sent (as recorded in our systems) unless we receive an automated message that the message hasn't been delivered; or

(iii) 5 Banking Business Days after mailing a communication to you.

23. Our service providers

You acknowledge that we may engage third parties to provide products and services. You

agree that our third parties may exercise any rights or discharge any obligations under these Terms and Conditions on our behalf.

24. Intellectual Property

You acknowledge that your use and access of the banking products and Services doesn't result in a transfer of Our Intellectual Property rights or the intellectual property rights of our third parties to you.

25. Privacy, data protection and confidentiality

(a) We have a general duty of confidentiality in respect of the information we hold about you. In certain circumstances we may be required to disclose your confidential information to another party, such as where disclosure is required by law or where the disclosure is made with your express or implied consent. For example, we may disclose your confidential information to government authorities, other financial institutions, payment system operators and our vendors.

(b) If we collect personal information from you, we'll handle it in accordance with the Privacy Statement, any relevant notices within the app, online portal and applicable privacy law. Further information regarding how we collect, store and disclose your information is set out in the Privacy Statement.

(c) We won't collect sensitive information about you, such as your biometric data or information about your health, without your consent.

(d) If you provide us with another person's personal information, you confirm that you have notified that person that we will collect, use, hold and disclose their personal information in accordance with the Privacy Statement and any notices that have been provided to you.

(e) We'll comply with any data protection and security requirements under law relating to collection, use, disclosure, storage, processing and security of data.

(f) You must comply with the privacy laws applicable to you.

(g) For more information on how we handle privacy, data protection and confidentiality, please view our Privacy Statement on our website.

26. Warranties

You warrant that you will:

(a) comply with all laws;

(b) provide accurate and truthful information to us; and

(c) comply with these Terms and Conditions.

27. Prohibited Uses

You must not use or access the service or our banking products and services 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 service or the products and services; or

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

28. Limitation of Liability

Notwithstanding any other provision in these Terms and Conditions, subject to any applicable law, neither party will be liable for any consequential loss or damage suffered by the other party as a result of using or accessing the service or the banking products and services, unless contributed to by the mistake, error, negligence, fraud or wilful misconduct.

29. Our Indemnity

You indemnify us against any reasonable expense, loss, or damage that we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

(a) didn't comply with the obligations set out in these Terms and Conditions; and/or

(b) acted negligently or fraudulently in connection with the use of the service or the banking products and services,

except where such loss arises from the mistake, error, fraud, negligence or wilful misconduct of us our employees, our agents or a receiver we appoint.

30. Your Indemnity

We indemnify you against any reasonable expense, loss or damage that you may suffer due to any claim, demand or action of any kind brought against you arising directly or indirectly because we:

(a) didn't comply with the obligations set out in these Terms and Conditions; and/or

(b) acted negligently or fraudulently in connection with the use of the platform or the Banking products and services.

except where such loss arises from the mistake, error, fraud, negligence or wilful misconduct of you.

31. Tax

(a) We are required by law to collect and report financial and account information to the Australian Taxation Office relating to individuals and organisations who are, or may be, foreign tax residents. If you do not provide this information to us, including information about the foreign tax identification number for all countries you are a foreign tax resident of, we may be required to limit the services we provide to you.

(b) You must tell us if you become a foreign tax resident by contacting us through the app or online platform.

32. Goods and Services Tax (GST)

Where we're required to pay goods and services tax (or similar) on a supply made under

these Terms and Conditions in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), we'll notify you or set out the relevant details in the Fees & Charges guide. You agree to pay the additional amount arising from the application of any such tax.

33. Complaints

(a) If you have a complaint about our services, facilities, products or anything else, please contact us at any time through the app or online platform and we will respond to your complaint within 30 calendar days of receiving it. We will try our best to resolve your complaint straight away. 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.

(c) 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

(d) AFCA requires you to contact us in the first instance to try and resolve your complaint.

(e) If you have a complaint about our compliance with the Customer Owned Banking Code of Practice which doesn't involve financial loss, you can contact the Customer Owned Banking Code Compliance Committee at:

Mail: PO Box 14240, Melbourne, VIC 8001
Phone: 1800 931 678 (free call)

(f) If you would like to learn more about our complaints handling process visit our support page.

34. Codes of Practice

To the extent that it applies, we warrant that we will comply with, and that these Terms and Conditions comply with:

(a) the Customer Owned Banking Code of Practice. A copy of the Customer Owned Banking Code of Practice is available at www.customerownedbanking.asn.au;

(b) the requirements of the Code of Operation relating to payments from the Department of Human Services and any successor code to the extent these requirements apply to your account; and

(c) the ePayments Code. A copy of the ePayments Code can be obtained online via https://www.asic.gov.au/regulatory-resources/financial-services/epayments-code/#download

35. Financial Claims Scheme

The Financial Claims Scheme is managed by the Australian Government to protect certain types of bank account balances, subject to a limit for each depositor. If we become

insolvent, you may be eligible to make a claim via the Financial Claims Scheme. Any payment to you under the Financial Claims Scheme will be limited in accordance with the Australian Government's requirements. For more information about the Financial Claims Scheme, you can visit www.fcs.gov.au

36. Jurisdiction

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

37. Assignment

Neither party may, at any time assign, novate or otherwise deal with any right, obligation, title or interest under any document or agreement entered into or any of the Banking Products and Services, without the prior written consent of the other party (which will not be unreasonably withheld).

38. Severability

If any provision of these Terms and Conditions is wholly or partially illegal, unenforceable or void, that provision should be read as if it were varied to the extent necessary to comply with those laws or, if necessary, omitted. Where the provision must be omitted, the remaining provisions of these Terms and Conditions will remain in force.

39. How to reach us

You can reach us through the app, online platform or by calling us.

40. Definitions

The following definitions apply to these Terms and Conditions:

Account Owner means the person(s) or legal entity who controls an account. Their authority over the account, subject to these Terms and Conditions, typically includes the right to access funds in an account, authorise transactions, make changes to the account, add or remove authorised users and to close the account.

ATM means an Automated Teller Machine.

Bank@Post means the agency service allowing customers to transact on their accounts at participating Australia Post Offices.

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

Banking Products and Services means the products and related services provided by us that you can access as described in **Schedule 1**.

BECS means the Bulk Electronic Clearing System managed by Australian Payments Network Limited ABN 12 055 136 519.

Biller means an organisation that has agreed to receive payments through the BPAY payments service.

Biller Code means a unique numerical code for a Biller or codes for a product or service offered by that Biller (as the case may be) which is used to process BPAY payments.

BPAY means BPAY Pty Ltd ABN 69 079 137 518.

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

Card means the Visa debit card issued by us that is linked to an account.

Card Scheme means the payment network operated by Visa Worldwide Pte. Limited International Incorporated or its affiliates.

Card Scheme Rules means the payment system rules governed by the Card Scheme and made available on the Card Scheme's website from time to time.

Click to Pay means the service provided by the Card Scheme that allows you to complete online purchases with participating merchants without entering all your Card details.

CTP Portal means the Click to Pay consumer portal managed by the Card Scheme.

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

Debit User has the meaning given to it in clause 12.1.

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.

Direct Credit means a payment processed using BECS other than a direct debit.

ePayments Code means the code governing consumer electronic payments which is overseen by the Australian Securities and Investments Commission.

Loan Guarantor means an individual or company who has consented to guarantee your personal loan.

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

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

Migrated DDR Mandates has the meaning given in clause 11.7

NPP means the payment system managed by NPPA.

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

NPPA means NPP Australia Ltd, a subsidiary of Australian Payments Plus Ltd ABN 19 649

744 203, which operates the NPP and related services including Single Credit Transfers and PayID.

Our Intellectual Property has the meaning given in clause 11.8.

Payee means a Merchant or a Payment Initiator.

PayID means the identifier you choose to use to receive NPP payments.

Payment Agreement means an agreement between you and an approved Merchant or Payment Initiator, by which you authorise us to process PayTo 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 line with and on the terms set out in a Payment Agreement.

PIN means the personal identification number that may be used to authenticate a transaction on a Card.

Privacy Statement means the privacy statement that governs the handling of personal information provided to us in connection with our products, facilities and services, as updated from time to time.

Single Credit Transfer means a basic payment made using the NPP.

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.

Unarranged Limit means the limit that applies to your account when it becomes overdrawn.

Schedule 1 – Banking Products and Services

Product types	Description
Transaction account	A digital transaction account which facilitates inward and outward payments for day-to-day banking purposes. Electronic funds transfers can be made into and out of this account in the following ways: • Single Credit Transfers (including via PayID); • Osko (including via PayID); and • Direct Credit. Funds may be debited from this account by a direct debit processed in line with an agreement between you and a Merchant. You may also register a mobile or email address to receive payments via PayID. Card linking available.
Savings Account	A digital savings account that can pay interest on positive balances in line with any minimum balance and bonus balance requirements we communicate to you in connection with the account opening process or otherwise communicate to you in accordance with these Terms and Conditions from time to time. Payments can be received into this account. Withdrawals from this account are limited to internal transfers to internal accounts held in the same name.

Term Deposit	A fixed term investment account that offers a guaranteed rate of return over a fixed period, as agreed upon at the time of account opening. Interest is paid on the principal balance in accordance with the agreed rate and term. Funds must remain in the account for the full term, with early withdrawal subject to restrictions and may incur interest adjustments. No additional deposits or partial withdrawals are permitted during the term. At maturity, the funds and earned interest can be transferred to an eligible internal account or reinvested, subject to instructions provided prior to maturity.
Debit card	A debit card linked to an account. This product enables card payments and ATM cash withdrawals.
Loan	A mortgage, construction loan, vehicle loan, personal loan or overdraft with a digital loan account that records the amounts owing, which is governed by the terms of the relevant loan contract entered into between us and a customer.
Overdraft	An overdraft facility linked to an account which is governed by the relevant loan contract entered into between us and a customer.