

## Appendix 3 - BPAY Payer Terms

The use of the BPAY Scheme is governed by these BPAY Payer Terms. In making a BPAY Payment, you agree to be bound by these BPAY Payer Terms.

**Monoova Payments Pty Limited** (ACN 126 015 227; authorised representative no. 000428863) trading as “**Monoova**” has an agreement with the Australia and New Zealand Banking Group Limited (**ANZ**) whereby the ANZ has sponsored Monoova as a PIM in the BPAY Scheme to settle BPAY transactions with BPAY Pty Limited.

As a participant of the BPAY Scheme, Monoova can facilitate BPAY Payments on your behalf. Monoova offers this service through its Representatives.

### Definitions

**Banking Business Day** means any day on which banks are able to effect settlement through the Reserve Bank of Australia, and other than a Saturday, Sunday or national public holiday Australia.

**Biller** means a person who has agreed with a Biller Institution that payments by Payers to that person may be paid through BPAY.

**Biller Institution** is a member (not being a PIM) who agrees with one or more Billers to accept and process Payment Instructions on their behalf.

**BPAY** means the electronic payment scheme called “BPAY” operated in cooperation with Australian financial institutions, which enables consumers to effect bill payments to Billers who participate in BPAY, by payment methods as approved by payer institutions from time to time.

**BPAY Group** means BPAY Group Pty Ltd ABN 60 003 311 644.

**BPAY Payment** means a payment transacted using BPAY.

**BPAY Pty Limited** means BPAY Pty Limited ABN 69 079 137 518.

**BPAY Scheme** means the electronic payment and biller service promoted by BPAY Pty Limited and any other enhancement or addition to it introduced by BPAY Pty Limited.

**BPAY Services** means the services provided by us to you under these this Appendix 2 (if applicable to you) and Appendix 3.

**BPAY Payer Terms** means these terms and conditions which specify your rights and responsibilities as a Payer and Monoova as a PIM with respect to access and usage of BPAY as varied from time to time.

**Client** has the meaning given to it in the Payment Services Agreement.

**Client Identifier** means the unique identifier provided by Monoova to you, the Payer, against which Monoova reconciles your BPAY Payments.

**Facility** means the non cash payment product, settlement system and telecommunications network which hosts your Client Identifier.

**Monoova Portal** means the Monoova interface giving Representatives access to the Facility.

**Payer** means a customer of a Biller who uses the BPAY Scheme to make a payment to a Biller.

**Payer Agreement** means the agreement between Monoova and ANZ under which the ANZ sponsors Monoova into the BPAY Scheme as a PIM.

**Payment Services Agreement** means the agreement between the Client and Monoova for the provision of payment processing services.

**PIM** means a Participant Institution Member within the BPAY Scheme.

**Representative** means a merchant, retailer or entity authorised by Monoova to accept a BPAY Payment instruction from a Payer.

**We or us** means Monoova Payments Pty Limited ACN 126 015 227 trading as Monoova. Any other grammatical form of the word “we” or “us” has a corresponding meaning.

**You** means the Payer instructing us to make BPAY Payments from time to time. Any other grammatical form of the word “you” has a corresponding meaning.

## 1. The BPAY Scheme

- (a) Monoova is a PIM within the BPAY Scheme.
- (b) The BPAY Scheme is an electronic payments scheme through which you can ask us to make payments on your behalf to Billers who notify you that you can make payment to them through the BPAY Scheme.
- (c) We will inform you if we cease to be a PIM of the BPAY Scheme in accordance with clause 18.2 of the Payment Services Agreement.

## 2. How to use the BPAY Scheme

- (a) You can initiate BPAY Payments by instructing (in person or via the Facility) any one of our Representatives.
- (b) The information you must give to us or our Representative to enable us to make the BPAY payment is:
  - i. Biller Code;
  - ii. Biller Customer Reference Number;
  - iii. Amount you want to pay.
- (c) Our Representative will then provide you with a Client Identifier secured by a Personal Identification Number (**PIN**). Your Client Identifier will be credited with value to enable us to make the BPAY Payment. You may use your Client Identifier and PIN to make future BPAY Payments.
- (d) You appoint us your agent for the purposes of effecting the BPAY Payments.
- (e) You acknowledge that we shall not be obliged to effect a BPAY Payment if you do not give us all of the above information, if any of the information you give us is inaccurate, or if there are insufficient funds to make the BPAY Payment.

- (f) You acknowledge that the receipt by a Biller organisation of a mistaken or erroneous payment does not and will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller organisation.

### 3. Payment Instructions

- (a) We will not accept an order to stop a BPAY payment once you have instructed us to make that BPAY Payment.
- (b) You should notify us promptly if you become aware of any delays or that you may have made a mistake when instructing us to make a BPAY payment, or if you did not authorise a BPAY payment that has been made using your Client Identifier, or if you think you have been fraudulently induced to make a BPAY Payment.
- (c) You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that:
- i. the amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
  - ii. the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to the Biller and the amount you needed to pay.
- (d) If we are advised that your BPAY Payment cannot be processed by a Biller we will:
- i. advise you of this;
  - ii. credit your Client Identifier with the amount of the BPAY Payment or take reasonable steps to arrange for your funds to be provided to you; and
  - iii. take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.
- (e) When we have instructions for more than one BPAY Payment from your Client Identifier, we may determine the order of priority in which the transfers or payments are made.
- (f) You must ensure that you provide our Representative with sufficient funds to enable the transaction to be performed by us.

### 4. Timing of Payments

- (a) Monoova Payments' BPAY Payment Cut-off Time is 4:00pm EST on any Banking Business Day. If we receive your payment instruction before this time it will, in most cases, be treated as having been made on the same day. However, the payment may take longer to be credited to a Biller if we receive your instruction on a Saturday, Sunday, or public holiday, or if another participant in the BPAY scheme does not process a payment as soon as they receive its details.
- (b) Subject to clause 4(a) above, Billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:
- i. on the date you make that BPAY Payment, if you tell us to make a BPAY Payment before our payment Cut-off Time on a Banking Business Day; or
  - ii. on the next Banking Business Day, if you tell us to make a BPAY Payment after our payment Cut-off Time on a Banking Business Day, or on a non-Banking Business Day.
- (c) A delay might occur in the processing of a BPAY Payment where:
- i. there is a public or bank holiday on the day after you tell us to make a BPAY Payment;
  - ii. you tell us to make a BPAY Payment either on a day which is not a Banking Business

- Day, or after the payment Cut-off Time on a Banking Business Day;
  - iii. another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
  - iv. a Biller fails to comply with its obligations under the BPAY Scheme.
- (d) While it is expected that any delay in processing under these BPAY Payer Terms for any reason set out in clause 4, will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

## 5. Account Records

- (a) You should retain your receipt as proof of your payment and promptly report to us as soon as you become aware of any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise, or you think were made by someone else without your permission
- (b)

## 6. Transaction Authorisation

We will treat an instruction to make a BPAY Payment as valid in the following circumstance/s:

- (a) Where instructions are received via our Representative/s using our API; and/or
- (b) Instructions are received via our Representative using the Monoova Portal.

## 7. Liability for Mistakes and Unauthorised Transactions

- (a) We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme, including those Billers to whom your BPAY Payments are to be made. You must tell us promptly if:
  - i. you become aware of any delays or mistakes in processing your BPAY Payments;
  - ii. you did not authorise a BPAY Payment that has been made from your Client Identifier; or
  - iii. you think that you have been fraudulently induced to make a BPAY Payment. We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in this Clause 7. However, where permitted by law, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.
- (b) If a BPAY Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your Client Identifier was debited for the amount of that payment, we will credit that amount to your Client Identifier. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount, you are liable for that amount.
- (c) If a BPAY Payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf, but for which you did not give authority, and:
  - i. we cannot recover within 20 Banking Business Days after attempting to do so, that amount from the person who received it; and
  - ii. the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions,you will be liable for the amount of that payment that we are not able to recover.

- (d) If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if the person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud induced payment.
- (e) Except where a BPAY Payment is a mistaken payment referred to in clause 7(b) an unauthorised payment referred to in clause 7 (c) or a fraudulent payment referred to in clause 7 (d), BPAY Payments are irrevocable. No refunds will be provided through the BPAY Scheme 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.
- (f) You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under these BPAY Payer Terms;
- (g) This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we are subject to or have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted. We are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence, or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.
- (h) We exclude all liability for any loss you suffer because the Facility is not available, including but not limited to systems malfunction or failure of telephone lines, telephones and/or telephone exchanges or failure of internet connection or third party delays or for any occurrence outside of our reasonable control.

## 8. Complaint Handling and Dispute Resolution

- (a) If you believe there has been an error or omission in the processing of BPAY Payment/s or you wish to lodge a complaint about our services, please contact us by:
  - i. Calling us: 1300 656 157;
  - ii. writing to PO BOX 301, North Sydney NSW 2059 Attention: Complaints Manager;
  - iii. sending us an email to: [complaints@monoova.com](mailto:complaints@monoova.com)

When making your complaint please tell us:

- i. your name
  - ii. how you wish us to contact you (for example, by phone, email)
  - iii. what your complaint is about; and
  - iv. what you are seeking to resolve your complaint.
- (b) If you tell us that a BPAY Payment made from your Client Identifier is unauthorised, you must first give us your written consent addressed to the Biller who received the BPAY Payment, consenting to us obtaining from the Biller information about your account with that Biller or that BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. We are not obliged to investigate or rectify any BPAY Payment if you do not give us this consent.

- (c) We will acknowledge receipt of your complaint in writing within 1 business day, or as soon as practicable. We will try to resolve your complaint as quickly as possible. Within 20 business days of receiving from you the full details of your complaint, we will advise you in writing of the outcome of our investigation. (If, in exceptional circumstances, more time is needed to complete our investigation we will advise you of this in writing.) We will provide you with reasons for our findings, with reference to the relevant provisions of these BPAY Payer Terms. We will inform you of your right to escalate your complaint to the Australian Financial Complaints Authority (AFCA). AFCA offers a free and independent dispute resolution for financial complaints to individuals and small businesses.
- (d) If you are not satisfied with our response to your complaint, you can escalate your complaint to AFCA by using the following details quoting our AFCA membership number (#29468):

**Australian Financial Complaints Authority**  
GPO Box 3, Melbourne Vic 3001  
Telephone: 1300 78 08 08 Fax: (03) 9613  
6399  
Website: [www.afca.org.au](http://www.afca.org.au)

## 9. Changes to Terms and Acceptance

- (a) We can change these BPAY Payer Terms in accordance with the Payment Services Agreement or the relevant Service Contract (as defined in the Payment Services Agreement).
- (b) When you instruct us to make a BPAY Payment for the first time, you agree to and are bound by our BPAY Payer Terms and the terms of the Payment Services Agreement.

## 10. Suspension

We may suspend your right to participate in BPAY payments at any time in the circumstances set out in the Payment Services Agreement. The notice period(s) of notifying you of any suspension is set out in the Payment Services Agreement.

## 11. Privacy

- (a) Agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY Scheme or any other participant in the BPAY Scheme and any agent appointed by any of them from time to time, including BPAY Group, that provides the electronic systems needed to implement the BPAY Scheme:
  - i. Such of your personal information (for example, your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for the use of the BPAY Scheme;
  - ii. Such of your transactional information as is necessary to process your BPAY Payments. Your BPAY Payments information will be disclosed by BPAY Pty Limited, through its agent, to the Biller's financial institution.
- (b) You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme, referred to in clause 10(a) as necessary.

- (c) You can request access to your information held by us, BPAY Pty Limited and BPAY Group as listed in the definitions section above.
- (d) If your personal information detailed above is not disclosed to BPAY Pty Limited, or its agent, it will not be possible to process your requested BPAY Payment.

## 12. Governing Law and Jurisdiction

These BPAY Payer Terms are governed by the law of New South Wales and the parties submit to the exclusive jurisdiction of the courts of that State.

## 13. General

If there is any inconsistency between the terms and conditions applying to the Facility and these BPAY Payer Terms, the BPAY Payer Terms will apply to the extent of that inconsistency.