

Appendix 2 – BPAY Biller Agreement

THIS APPENDIX 2 FORMS PART OF THE TERMS ON WHICH THE BPAY SERVICES ARE PROVIDED TO YOU. YOU AGREE TO THESE TERMS WHEN YOU CHOOSE TO MAKE BPAY PAYMENTS WITH US.

Definitions

In this Appendix 2 the following capitalised terms shall have the assigned meaning:

Adjustments means an adjustment to an original Payment to correct or rectify a problem. Adjustments can be made in the event of a Processing Error, Mistaken Payment, Unauthorised Transaction or if there is a need for a Refund.

Bill means a Summary Bill or Detailed Bill.

Biller Agreement means the agreement set out in Appendix 2, which includes all attachments, schedules and other documents which are incorporated into this agreement by reference.

Biller Information Files means a file produced by Monoova on a Business Day, containing details of Payment Instructions processed on that day.

BPAY View means the additional feature to BPAY Payments which is promoted by BPAY, which allows payer customers to view, pay and store bills electronically.

Detailed Bill means the full details of an account owing to you by your customer which is accessed by that customer using BPAY View.

Financial Institution means the financial institution with whom Monoova or (where Monoova permits Payments and Adjustments to be made directly to and from the Nominated Account of the Sub-biller) the Sub-biller holds the Nominated Account.

Fixed Payment Bill means a Bill for which Payment needs to be made for a specified amount and/or by a specified date.

Marks means the BPAY Payments Marks and the Service Specific Marks

Mistaken Payment means a Payment that is made incorrectly as a result of an erroneous payment direction given by one of your Customers.

Nominated Account means Account as defined in the Agreement.

Payment means a payment made, or to be made, by or on behalf of a customer to you as a biller through BPAY Payments.

Payment Cut-Off Time means the time on a Business Day set from time to time by your Customers' financial institution as the time by which that financial institution must receive a direction from that Customer for it to be included in a Payment Instruction processed by it or sent to BPAY on that day.

Payment Methods and Limits means the payment methods and limits specified by us from time to time.

Payment Instruction means either an instruction given by or on behalf of your Customer's financial institution to effect a Payment or an Adjustment through BPAY Payments.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Processing Error means a Payment that is made incorrectly as a result of an error by us, another financial institution, BPAY or any of their service providers.

Standards Manual means the BPAY Payments Standards Manual issued by BPAY, prescribing the way in which the Marks may be represented in connection with BPAY Payments (as may be amended from time to time).

Summary Bill means a summary of the account owing to you by that Customer using BPAY View.

Unauthorised Transactions means any Fraudulent Payment or Payment that is otherwise made without the authority of your Customer who was purported as having given the relevant authority.

1. General Requirements

1.1. The Sub-biller must:

1.1.1. provide all necessary information, authorisations and consents:

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- 1.1.1.1. *to enable the Financial Institution to effect Payments and implement Adjustments in relation to the Sub-biller;*
 - 1.1.1.2. *which are required to use the Sub-biller's name in reports or lists prepared or published by BPAY and by participants in BPAY Payments;*
and
 - 1.1.1.3. *to enable Monoova to comply with its obligations under its Biller Agreement with the Financial Institution;*
 - 1.1.2. do all things necessary to give effect to the authorisations and consent in paragraph (i), including executing any documents and making all relevant disclosures to and obtaining necessary consents from its customers and otherwise assist the Financial Institution to accept Payments from the Sub-biller's customers and credit and debit the Nominated Account all amounts contemplated by the Sub-biller Agreement;
 - 1.1.3. not give Monoova or Financial Institution any instructions or directions which are inconsistent with any authorisations it provides to the Financial Institution;
 - 1.1.4. provide to Monoova all information reasonably requested by Monoova, including those relating to the billing arrangements with its customers, and notify Monoova of any changes to those details;
 - 1.1.5. not make any warranty or representation in respect of goods or services they supply which may bind the Financial Institution, BPAY, or any other participant in BPAY Payments;
 - 1.1.6. correctly credit to, or debit from, its customers the amount of each Payment and Adjustment, including as recorded on the Biller Information Files if such files are to be delivered directly to the Sub-biller in accordance with section 2.1(d); and
 - 1.1.7. notify Monoova or the Financial Institution promptly if, for any reason, it becomes aware that it is unable to apply Payments and Adjustments in accordance with paragraph (vi).
- 1.2. The Sub-biller's participation in BPAY Payments must not bring the BPAY Payments or the BPAY Scheme into disrepute.

2. Requirements regarding receiving Payments and making Adjustments

- 2.1. The Sub-biller must acknowledge and agree that:
 - 2.1.1.1. Payment Instructions received by the Financial Institution after the Payment Cut-Off Time will be processed on the next Business Day;
 - 2.1.1.2. the Financial Institution will not be liable to the Sub-biller if for any reason beyond the Financial Institution's control it does not receive the funds in respect of a Payment which the Sub-biller's customers have effected using BPAY Payments; and if the Financial Institution has already credited the relevant Nominated Account with the relevant funds, it may debit the Nominated Account for the corresponding amount by way of an Adjustment; and
 - 2.1.1.3. delays may occur in the processing of Payments for various reasons including because of public or bank holidays, Payment Instructions being received after the Payment Cut-Off Time, another financial institution not complying with its obligations under the Scheme, Monoova failing to comply with its obligations under the Biller Agreement or Sub-biller or Monoova failing to comply with any obligations under the Biller Sub-biller Agreement.
- 2.1.2. The Sub-biller must treat a Payment as having been received by it on the day its customer gives the relevant direction to the customer's financial institution to effect that relevant Payment. However, if a customer gives a payment direction to its financial institution after the relevant Payment Cut-Off Time, then the Sub-biller may treat the Payment as having been received the next Business Day.
- 2.1.3. If the relevant Nominated Account is an account which the Sub-biller holds directly with the Financial Institution:
 - 2.1.3.1. the Sub-biller must establish and maintain that Nominated Accounts with the Financial Institution and that Nominated Account must be an account which is acceptable to the Financial Institution for that purpose; and
 - 2.1.3.2. the Financial Institution will make Payments and effect Adjustments relating to the Sub-biller to and from that Nominated Account.

- 2.1.4. If Biller Information Files are to be sent directly to the Sub-biller:
 - 2.1.4.1. the Financial Institution will prepare and provide directly to the Sub-biller, Biller Information Files for transactions involving the Sub-biller; and
 - 2.1.4.2. the Sub-biller must establish and maintain adequate procedures and systems for promptly receiving and processing Biller Information Files and to generate sufficient records to allow transactions through BPAY Payments to be traced, checked and, if an error occurs, to be identified and adjusted.

2.2. Fixed Payment Bills

- 2.2.1. If the Sub-biller designates one or more of its Bills as a Fixed Payment Bill, the Sub-biller must:
 - 2.2.1.1. prominently disclose on those Bills:
 - 2.2.1.1.1. *the specified amount and/or specified date (as the case may be); and*
 - 2.2.1.1.2. *a statement in accordance with the Standards Manual which clearly discloses the fact that Payment in respect of the Bill must be made for the specified amount and/or the specified date and that failure to comply with those requirements will result in the Payment not being accepted; and*
 - 2.2.1.2. not discriminate between BPAY Payments and other payment methods available to its customers.

2.3. Requirements relating to Adjustments

- 2.3.1. Sub-billers must:
 - 2.3.1.1. acknowledge that Adjustments will be processed in accordance with this Appendix 2 and the Adjustments Summary Document;
 - 2.3.1.2. immediately notify Monoova if it becomes aware:
 - 2.3.1.2.1. *that it has received a Payment in error;*
 - 2.3.1.2.2. *of any Processing Error, Mistaken Payment or an Unauthorised Transaction involving a Payment which is processed or received by or on behalf of the Sub-biller; or*
 - 2.3.1.2.3. *of any other delays or mistakes in processing a Payment relating to the Sub-biller;*
 - 2.3.1.3. use best endeavours to assist Monoova, Financial Institution, BPAY and BPAY's service providers in effecting any Adjustment for a Payment that has been processed or received by the Sub-biller and which is required to be adjusted in accordance with the Scheme, including (where relevant) by confirming whether all or some of the funds which are the subject of an Adjustment are available in the relevant Nominated Account;
 - 2.3.1.4. if the Financial Institution or Monoova notifies the Sub-biller of a Processing Error or an alleged Mistaken Payment or Unauthorised Transaction relating to the Sub-biller, immediately prevent the withdrawal or other application of funds held by the Sub-biller which comprises the original Payment (to the extent not already paid out by the Sub-biller to another party) until resolution of the matter;
 - 2.3.1.5. keep its customers informed of the progress of all investigations and Adjustments. However the Sub-biller is not required to notify its customers if the Sub-biller, Monoova or the Financial Institution reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation or BPAY Payments more broadly;
 - 2.3.1.6. not deny any legitimate requests for Adjustments unless it has a genuine ground for refusing to do so. If the Sub-biller wishes to deny a request for an Adjustment, it must provide evidence to the reasonable satisfaction of the Financial Institution demonstrating why the Adjustment should not be made;
- 2.3.2. If the Sub-biller does not respond to a query in relation to investigations or Adjustments within two Business Days of that query (or seven Business Days in the case of Unauthorised Transactions), the Financial Institution may process or arrange for BPAY to process the Adjustment and debit the Nominated Account without further enquiry.
- 2.3.3. The Sub-biller may initiate a Refund to return all or part of a Payment which it has processed or received from its customers.
- 2.3.4. The Sub-biller must acknowledge that its customers' liability may be limited under the ePayments Code where applicable.

3. Promotions, Advertising and use of Marks

- 3.1.1. Sub-billers must:
 - 3.1.1.1. inform its Customers using materials which are provided or approved by the Financial Institution and in a manner which is not misleading, how they can use BPAY Payments;
 - 3.1.1.2. display the Marks on all billing stationery and/or on all relevant electronic platforms prominently and in accordance with the Standards Manual;
 - 3.1.1.3. if it wants to include the Marks in invoices which it provides its customers:
 - 3.1.1.3.1. *obtain the Financial Institution's approval for the form of each invoice it uses; and*
 - 3.1.1.3.2. *include the biller code and the available Payment Methods and Limits in each invoice.*
- 3.1.2. Sub-billers may, from the date Monoova agrees to facilitate the Sub-biller participation in BPAY Payments until the earlier of the date the Sub-biller next refreshes its invoices or 6 months, in lieu of complying with its obligations under and the Standards Manual in relation to the display of Marks on its invoice, include an insert accompanying its invoices which feature the relevant Marks and which provide instructions to its customers on how they can use the relevant Service.
- 3.1.3. The Sub-biller may use the Marks in the manner specified in this section 3 and the Standards Manual for the purposes of complying with paragraph (a) and otherwise advertising the Sub-biller's participation in, and promotion of, BPAY Payments.
- 3.1.4. This Sub-biller must not permit any other party to use the licences granted under this section 3. The licence granted under this section 3 will terminate immediately on termination of the Financial Institution's right to sub-license use of the relevant Marks or on termination of Monoova's Biller Agreement with the Financial Institution.
- 3.1.5. The Sub-biller must acknowledge that:
 - 3.1.5.1. BPAY owns the Marks;
 - 3.1.5.2. it will not contest or in any way impair any rights of BPAY to the Marks; and
 - 3.1.5.3. at any time at the Financial Institution's or BPAY's request to include a statement on any packaging, promotional or advertising materials used in connection with BPAY Payments, including any in electronic form, that the Marks are being used by the Financial Institution under the control of and with the authorisation of BPAY and acknowledging BPAY's ownership of the Marks.
- 3.1.6. The Sub-biller must comply with all reasonable requests by the Financial Institution in connection with its use of the Marks.
- 3.1.7. Any use of the Marks by the Sub-biller which is not in compliance with the requirements of this section 3 and the Standards Manual, and which is not promptly discontinued following written notice from the Financial Institution or Monoova to discontinue such use, must be regarded as adequate ground for termination of the Sub-biller Agreement.
- 3.1.8. The Sub-biller must use the appropriate symbols which confirm trademark registration or ownership in connection with the Marks, as required or consented to by the Financial Institution or BPAY.
- 3.1.9. The Sub-biller must not use the Marks in such a way as to create an impression that the goods or services are offered or are sponsored, produced, offered or sold by the Financial Institution or BPAY. The Sub-biller must not adopt "BPAY", "BPAY Payments" or any other Mark as any part of the name of its business or apply it to any goods or services offered for sale.
- 3.1.10. The Sub-biller must notify the Financial Institution immediately on becoming aware of any infringement, potential infringement or claim of infringement relating to the Marks. Where any such claim is made against the Sub-biller, Monoova or the Financial Institution, BPAY may take over the defence of such claim or proceedings. If BPAY does not do so, the Sub-biller must keep the Financial Institution informed of all developments relating to that claim.
- 3.1.11. The Sub-billers must only use literature or promotional materials provided or approved by the Financial Institution for the purposes set out in the paragraphs or in accordance with the Standards Manual.

4. Suspension and Termination

- 4.1. Suspensions and terminations for default
- 4.1.1. The Sub-biller must acknowledge and agree that the Financial Institution or BPAY may:
- 4.1.1.1. procure the suspension or termination of the Sub-biller Agreement;
 - 4.1.1.2. update the status of the Sub-biller in BPAY Payments so that no transactions relating to the Sub-biller will be processed through BPAY Payments; and/or
 - 4.1.1.3. take any other reasonable action, if the Financial Institution or BPAY (as the case may be), suspect on reasonable grounds that the Sub-biller, its customers or someone acting of their behalf, are:
 - 4.1.1.4. being fraudulent;
 - 4.1.1.5. in breach of the Sub-biller Agreement, or are likely to cause Monoova to be in breach of its Biller Agreement with the Financial Institution; or
 - 4.1.1.6. using BPAY Payments in a manner that will, or is likely to, adversely affect the integrity, stability or reputation of BPAY Payments or the quality of services offered to end customers.
- 4.1.2. Sub-billers must also agree and acknowledge that the Sub-biller Agreements may also be suspended or terminated if:
- 4.1.2.1. required under the BPAY Scheme Documents or are otherwise requested by BPAY; or
 - 4.1.2.2. the Financial Institution's membership to the Scheme or its subscription to BPAY Payments is suspended, ceases or is cancelled for any reason.
- 4.1.3. Sub-billers must also agree and acknowledge that BPAY or the Financial Institution may impose additional procedural and/or reporting requirements in connection with the Sub-biller's participation in BPAY Payments in lieu of suspending or terminating the Sub-biller Agreement under this clause 4.

5. Consequences of Termination

- 5.1.1. If the Sub-biller Agreement is terminated, the Sub-biller must:
- 5.1.1.1. immediately cease promoting BPAY Payments, including ceasing use of all affected Marks;
 - 5.1.1.2. immediately advise its customers that they can no longer make payments to the Sub-biller using BPAY Payments; and
 - 5.1.1.3. continue to maintain a Nominated Account (if the Sub-biller holds an account directly with the Financial Institution under section 2.1(c)) and continue to process Biller Information Files (if Biller Detail Files are sent directly to the Sub-biller under section 2.1(d)) and otherwise comply with its obligations under the Sub-biller Agreement in relation to the processing of Payments and Adjustments for a period of 60 Business Days after termination; and
 - 5.1.1.4. upon the Financial Institution's or BPAY's request, return or destroy:
 - 5.1.1.4.1. *all stationary (including invoices) containing any affected Marks;*
 - 5.1.1.4.2. *the Financial Institution's and BPAY's confidential information and Personal Information,*
 - 5.1.1.4.3. *which are in the Sub-biller's possession or control and which relate to the Sub-biller Agreement.*
- 5.1.2. Sub-billers must acknowledge that the Financial Institution will no longer be obliged to accept payments from its customers or provide to any other services to the Sub-biller if the relevant Sub-biller Agreement expires or terminates for any reason.

6. Privacy

Without limiting section 1(a)(i), the Sub-biller must consent to the Financial Institution disclosing to BPAY, its service providers and such other participants involved in BPAY Payments such Personal Information relating to the Sub-biller and its customers as is necessary to facilitate the provision of BPAY Payments to the Sub-biller.