

Appendix 1 – NPP Client Terms and Conditions

THIS APPENDIX 1 FORMS PART OF THE TERMS ON WHICH THE NPP SERVICES ARE PROVIDED TO YOU. YOU AGREE TO THESE TERMS WHEN YOU CHOOSE TO REGISTER A PAYID WITH US AND/OR INSTRUCT US TO MAKE AN NPP PAYMENT.

Definitions

In this Appendix 1, the following capitalised terms shall have the assigned meaning:

Account means your Account with us.

Authorised User means you and any person you have authorised to operate your Account.

API means portal owned and operated by Us through which you make NPP Payments.

Closed in relation to a PayID, means a PayID which is removed from the PayID service, and unable to be used for NPP Payments.

Locked in relation to a PayID, means a PayID which we have temporarily disabled in the PayID service.

Misdirected Payment means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID service.

Mistaken Payment means an NPP Payment, made by a payer who is a 'user' for the purposes of the ePayments Code, which is erroneously credited to the wrong account because of the payer's error.

NPP means the New Payments Platform operated by NPP Australia Limited.

NPP Adjustment means a transaction initiated by us or you to adjust or reverse an NPP Payment which has already been cleared and settled.

NPP Banking Partner means the authorised deposit-taking institution participating directly in the NPP through which we access the NPP as an identified institution.

NPP Payments means payments cleared and settled via the NPP.

Organisation ID means an identifier for a customer that is a business customer or organisation, constructed by us as <business name> and/or<description of business/campaign/product>and/or<geographic location/state>.

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

PayID Name means the name we give you or the name selected by you (with our approval) to identify you to Payers when your PayID is used to make an NPP Payment.

PayID service means the central payment addressing service which is available for addressing NPP Payments. **PayID Type** means the type of identifier you select for receiving NPP Payments, which may be your telephone number, mobile number, email address, Australian company number, Australian business number or Organisation ID.

Privacy Law means the Privacy Act 1988 (Cth) and regulations made under the Act.

Terms and Conditions means these NPP Client Terms and Conditions.

Transaction means an NPP Payment or an NPP Adjustment.

We, us and our means Moneytech Payments Pty Limited trading as Monoova ACN 126 015 227

You and your means the holder of the Account.

1. Making and Receiving NPP Payments Using PayID

- (a) The PayID service is the NPP Payment addressing service that enables payers to make NPP Payments to payees using an alternative identifier instead of Account details.
- (b) You do not have to have a registered PayID.
- (c) Before you can create your PayID to receive NPP Payments into your Account, you have to satisfy us that you either own or are authorised to use your chosen PayID and you have an eligible Account.
- (d) Whether you choose to create a PayID for your Account or not, you and each Authorised User may use a payee's PayID to make particular types of NPP Payments to the payee from your Account provided that:
 - i. we and the payee's financial institution support the NPP Payment service;
 - ii. the payee's account is able to receive the particular NPP Payment; and
 - iii. the PayID is not locked.

2. Choosing a PayID and PayID Name

- (a) You can review the full list of PayID Types we support in our API documentation (api.monoova.com).
- (b) You may create a PayID as long as it is a supported PayID Type. Some PayID Types, for example Organisation IDs, are restricted and only made available to some types of clients. Only eligible clients will be able to create a PayID that is a restricted PayID Type.
- (c) You must satisfy us that you own or are authorised to use your chosen PayID before you can use it to receive NPP Payments. This means we may ask you to provide evidence to establish this to our satisfaction.
- (d) Depending on the policy of a payer's financial institution, your PayID Name may be displayed to payers who send NPP Payments to you. At the same time you create your PayID, we will either enable you to:
 - i. confirm your selection of a PayID Name for display to payers; or
 - ii. select an alternative PayID Name, such as your business name, for display.
- (e) You must not select a PayID Name that is likely to mislead or deceive a payer into sending you NPP Payments intended for another payee, or which for any reason is inappropriate. We retain the right to reject your PayID Name if we reasonably believe that it is likely to mislead or deceive.

3. Creating your PayID

- (a) You can create a PayID for receiving NPP Payments using our API. We will not create a PayID for you without your explicit instruction. You may choose to create more than one PayID for your Account .
- (b) Once a PayID is created and linked to your Account, it may not be used in relation to any other account with us or with any other financial institution. See clause 5 for details on transferring PayIDs.
- (c) The PayID service does not support duplicate PayIDs. If you try to create a PayID for your Account which is identical to another PayID in the service, you will receive an error message.. You can contact us to discuss duplicate PayIDs. We cannot disclose details of any personal information in connection with duplicate PayIDs.

4. Transferring your PayID

- (a) You can transfer your PayID to another account with us, or to an account with another financial institution by submitting a request to us through our API.
- (b) A transfer of your PayID to another account with us will generally be effective immediately, unless we notify you otherwise.
- (c) A transfer of your PayID to another financial institution is a two-step process initiated by you and completed by that financial institution. First, ask us to put your PayID into a transfer state and then complete the transfer via your new financial institution. Until the transfer is completed, NPP Payments to your PayID will be directed to your Account with us. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain with your Account. You can request transfer of your PayID at any time.
- (d) A Locked PayID cannot be transferred.
- (e) To transfer a PayID that you created for an account with another financial institution to your Account with us, you will need to start the process with that financial institution.

5. Closing a PayID

- (a) To close your PayID, use our API.
- (b) You must notify us immediately if you no longer own or have authority to use your PayID.

6. Locking and Unlocking a PayID

- (a) We monitor PayID use to manage PayID misuse and fraud. You acknowledge and consent to us locking your PayID if we reasonably suspect misuse of your PayID or use of your PayID to procure NPP Payments fraudulently.
- (b) In addition, you can lock any PayID which we have issued to you using our API.
- (c) Requests to unlock a locked PayID which we have locked may be made by contacting us via email at Txnqueries@monoova.com. PayIDs that you have locked can be unlocked using the API.

7. OSKO

- (a) We subscribe to Osko under the BPAY Scheme through our NPP Banking Partner.
- (b) We offer Service 1 (Payment) as part of Osko, which allows Clients to make and receive Osko Payments in near real-time. We offer Service 1 to all our customers who satisfy the requirements set out in these Terms and Conditions for each relevant Service.
- (c) We will tell you if, for any reason, we are no longer able to offer you Osko.
- (d) If we are no longer able to offer you Osko, you will not be able to send or receive Osko Payments through us.
- (e) Where we are able to do so we will tell you:
 - i. if there are any delays in processing Transactions; and
 - ii. when your Transaction is likely to be completed.
- (f) In order to better provide you with the Services under Osko, we may retain certain information relating to PayIDs you use. For example we may retain information relating to PayIDs you provide us in order to facilitate scheduled payments.

8. NPP Payments

- (a) We will ensure that your PayID and Account details are accurately recorded in the PayID service.
- (b) When initiating a Transaction, you might direct the Transaction to an incorrect account if you get a PayID wrong.

9. NPP Adjustments

- (a) An NPP Adjustment is an NPP Transaction initiated by us or you to adjust or reverse an NPP Payment which has already been settled and cleared. An NPP Adjustment may arise as a result of
 - i. an NPP Payment return;
 - ii. a Mistaken Payment;
 - iii. an error NPP Payment;
 - iv. a Misdirected Payment;
 - v. an NPP overpayment;
 - vi. a duplicate NPP Payment;
 - vii. a payment processing error made by an NPP participating financial institution;
 - viii. an NPP Payment that has been made without your authorisation; or
 - ix. a fraudulent NPP Payment (including fraud arising in connection with the use of a PayID).
- (b) You can request an NPP Adjustment if you believe that an NPP Payment from or to your Account is one of the transactions described in clause 10(a). However, just because you made a request does not mean that an NPP Adjustment will be made.
- (c) We may make an NPP Adjustment if we agree to your request for an NPP Adjustment or when we decide to do so, but only when we are required to make the adjustment or have the right to make the adjustment under the rules that apply to participants in Osko and the NPP. We will follow those rules in relation to NPP Adjustments.
- (d) If you receive an NPP Payment to your Account, the NPP payer may also seek an NPP Adjustment for that payment.

10. Mistaken Payments

- (a) If we determine that a settled NPP Payment from your Account is, or is likely to be, a Mistaken Payment, we will request a return of the payment from the NPP payee's financial institution.
- (b) Where we, our NPP Banking Partner and the sending financial institution determine that an NPP Payment made to your Account is a Mistaken Payment, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your Account an amount up to the original amount of the Mistaken Payment. We will notify you if this occurs.
- (c) When a payee financial institution receives a request to the return of an NPP Payment relating to a Mistaken Payment, it must use reasonable endeavours to assess whether it is a Mistaken Payment and must use reasonable endeavours to recover any mistakenly paid funds.

11. Misdirected Payments

- (a) If we or our NPP Banking Partner determine that a settled NPP Payment from your Account is a Misdirected Payment, we may request a return of the payment from the NPP payee's financial institution via our NPP Banking Partner. That financial institution must use reasonable endeavours to assess and determine whether it is a Misdirected Payment, and if it is satisfied that the payment is a Misdirected Payment, it must make the payment return within the timeframes specified in clause 14(g).
- (b) Where we or our NPP Banking Partner and the sending financial institution determine that an NPP Payment made to your Account is a Misdirected Payment, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your Account an amount up to the original amount of the Misdirected Payment. We will notify you if this occurs.

12. Duplicate and Error NPP Payments, and NPP Overpayments

- If we determine that a settled NPP Payment from your Account:
- (a) is a duplicate NPP Payment;
 - (b) is an error NPP Payment; or
 - (c) has been sent as a result of our own error,
- or if you request a return of all of an NPP overpayment (or the amount overpaid), we may request a return of the payment from the NPP payee's financial institution. That financial institution must use reasonable endeavours to assess and determine whether the payment is one of the payments described above, and if it is satisfied that it is one of these payments, it may make a payment return (or return the amount overpaid) within the timeframes specified in clause 14(g).

13. Payment Disputes and Investigations

- (a) You may ask us to investigate an NPP Transaction.
- (b) You must tell us immediately if:
 - i. you become aware of any delays or mistakes in processing your NPP Payments;
 - or
 - ii. you think that you have been fraudulently induced to make an NPP Payment.
- (c) We will attempt to rectify any such matters in relation to your NPP Payment in the way described in this clause 14.
- (d) For Osko payments, we will resolve your dispute in accordance with dispute resolution procedures established for NPP by BPAY.
- (e) We will keep you informed of the progress of all disputes and investigations. However we may not notify you or keep you informed of certain investigations and disputes where we reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation or NPP more broadly.
- (f) If you tell us that an NPP Payment made from your Account is unauthorised, you must first give us your written consent addressed to the NPP payee who received that NPP Payment, consenting to us obtaining from the NPP payee information about your NPP Payment, including

such information as we reasonably require in order to investigate the NPP Payment. We are not obliged to investigate or rectify any NPP Payment if you do not give us this consent. If you do not give us that consent, the NPP payee may not be permitted under law to disclose to us information we need to investigate or rectify that NPP Payment.

- (g) If we request an NPP Payment return for an NPP Payment, the payee financial institution should resolve a request for payment return within 10 business days if the request is initiated because of a complaint or request made by you to us. If the payee financial institution cannot resolve the request for payment returned within 10 business days, for example because your request is some time after the original NPP Payment, the payee financial institution must send us a pending status message indicating that the case is still being investigated. Where the request for payment return is initiated by us due to a duplicate NPP Payment or due to a processing error made by us, the payee financial institution should respond to the request within 24 hours, on a best endeavours basis.

14. Liability

- (a) You will not be liable for a Misdirected Payment from your Account except to the extent that you cause, or contribute to, the addressing error in the Misdirected Payment.
- (b) If a financial institution participating in the NPP that services accounts with PayID fails to comply with its obligations under the NPP in relation to registration and maintenance of the PayID, you will not be liable for fraud resulting from or caused by that failure, except to the extent that you cause or contribute to the relevant addressing error.
- (c) Except as set out in other clauses of these Terms and Conditions, to the extent permitted by any applicable law or code:
- i. we are not liable to you for any funds that you did not recover from an NPP Payment from your Account where you have requested (or have the right to request) an NPP Adjustment, or any other loss or damage arising from your failure to recover those funds, provided that we have followed the procedures in these Terms and Conditions if you requested an NPP Adjustment;
 - ii. we are not liable for any consequential loss or damage you suffer as a result of using NPP, other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded restricted or modified at all or only to a limited extent; and
 - iii. you are liable for any loss or damage to you or us from fraudulent NPP Payments where the responsibility for the fraud is attributable to your conduct.
- (d) To the full extent permitted by law, you indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:
- i. did not observe any of your obligations under these Terms and Conditions; or
 - ii. acted negligently or fraudulently in connection with the other terms and conditions of your Account.

15. Privacy

- (a) By creating your PayID you acknowledge that you authorise:
- i. us to record your PayID, PayID Name and Account details (including full legal account name) (PayID Record) in the PayID service;
 - ii. NPP Participants which are payers' financial institutions to use your PayID information for the purposes of constructing NPP Payment messages, enabling payers to make NPP Payments to you, and to disclose your PayID Name to payers for NPP Payment validation.
- (b) To the extent that the creation and use of the PayID Record constitutes a disclosure, storage and use of your personal information within the meaning of the Privacy Law, you acknowledge and agree that you consent to that disclosure, storage and use.