

## **PayTo Terms and Conditions**

13 Nov 2023

### **1. Creating a Payment Agreement**

**1.1** PayTo allows payers to establish and authorise Payment Agreements with Merchants or Payment Initiators who offer PayTo as a payment option.

**1.2** If you elect to establish a Payment Agreement with a Merchant or Payment Initiator that offers PayTo payment services, you will be required to provide that the Merchant or Payment Initiator with your personal information including [BSB/Account number or PayID]. You are responsible for ensuring the correctness of the Account number or PayID you provide for the purpose of establishing a Payment Agreement. Any personal information or data you provide to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.

**1.3** Payment Agreements must be recorded in the Mandate Management Service in order for NPP Payments to be processed in accordance with them. The Merchant or Payment Initiator is responsible for creating and submitting a record of each Payment Agreement to their financial institution or payments processor for inclusion in the Mandate Management Service. The Mandate Management Service will notify us of the creation of any Payment Agreement established using your Account or PayID details. We will deliver a notification of the creation of the Payment Agreement to you via internet Banking and provide details of the Merchant or Payment Initiator named in the Payment Agreement, the payment amount and payment frequency (if these are provided to seek your confirmation of the Payment Agreement. You may confirm or decline any Payment Agreement presented for your approval. If you confirm, we will record your confirmation against the record of the Payment Agreement in the Mandate Management Service and the Payment Agreement will then be deemed to be effective. If you decline, we will note that against the record of the Payment Agreement in the Mandate Management Service.)

**1.4** We will process payment instructions in connection with a Payment Agreement, received from the Merchant's or Payment Initiator's financial institution, only if you have confirmed the associated Payment Agreement. Payment instructions may be submitted to us for processing immediately after you have confirmed the Payment Agreement so you must take care to ensure the details of the Payment Agreement are correct before you confirm them. We will not be liable to you or any other person for loss suffered as a result of processing a payment instruction submitted under a Payment Agreement that you have confirmed.

**1.5** If a Payment Agreement requires your confirmation within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator.

**1.6** If you believe the payment amount or frequency or other detail presented is incorrect, you may decline the Payment Agreement and contact the Merchant or Payment Initiator and have them amend and resubmit the Payment Agreement creation request.

## **2. Amending a Payment Agreement**

**2.1** Your Payment Agreement may be amended by the Merchant or Payment Initiator from time to time, or by us on your instruction.

**2.2** We will send you notification/s of proposed amendments to the payment terms of the Payment Agreement requested by the Merchant or Payment Initiator. Such amendments may include variation of the payment amount, where that is specified in the Payment Agreement as a fixed amount, or payment frequency. The Mandate Management Service will notify us of the amendment request. We will deliver a notification of the proposed amendment to you via internet banking for your approval. You may confirm or decline any amendment request presented for your approval. If you confirm, we will record the confirmation against the record of the Payment Agreement in the Mandate Management Service and the amendment will then be deemed to be effective. If you decline, the amendment will not be made. A declined amendment request will not otherwise affect the Payment Agreement.

**2.3** Amendment requests which are not confirmed or declined within 5 calendar days of being sent to you, will expire. If you do not authorise or decline the amendment request within this period of time, the amendment request will be deemed to be declined.

**2.4** If you decline the amendment request because it does not reflect the updated terms of the agreement that you have with the Merchant or Payment Initiator, you may contact them and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the Merchant or Payment Initiator.

**2.5** Once an amendment request has been confirmed by you, we will promptly update the Mandate Management Service with this information.

**2.6** Once a Payment Agreement has been established, you may instruct us to amend your name or Account details in the Payment Agreement only. Account details may only be replaced with the BSB and account number of an account you hold with us. We may decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. You may not request us to amend the details of the Merchant or Payment Initiator, or another party.

## **3. Pausing your Payment Agreement**

**3.1** You may instruct us to pause and resume your Payment Agreement by Internet Banking. We will 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 Merchant's or Payment Initiator's financial institution or payment processor of the pause or resumption. During the period the Payment

Agreement is paused, we will not process payment instructions in connection with it. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator.

**3.2** Merchants and Payment Initiators may pause and resume their Payment Agreements. If the Merchant or Payment Initiator pauses a Payment Agreement to which you are a party, we will promptly notify you of that, and of any subsequent resumption, via Internet Banking. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement by the Merchant or Payment Initiator.

#### **4. Cancelling your Payment Agreement**

**4.1** You may instruct us to cancel a Payment Agreement on your behalf by internet banking. We will 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 Merchant's or Payment Initiator's financial institution or payment processor of the cancellation. [You will be liable for any loss that you suffer as a result of the cancellation of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator (for example, any termination notice periods that have not been adhered to).

**4.2** Merchants and Payment Initiators may cancel Payment Agreements. If the Merchant or Payment Initiator cancels a Payment Agreement to which you are a party, we will promptly notify you of that cancellation via internet banking. We will not be liable to you or any other person for loss incurred as a result of cancellation of your Payment Agreement by the Merchant or Payment Initiator.

#### **5. Migration of Direct Debit arrangements**

**5.1** Merchants and Payment Initiators who have existing Direct Debit arrangements with their customers, may establish Payment Agreements for these, as Migrated DDR Mandates, in order to process payments under those arrangements via the NPP rather than BECS. If you have an existing Direct Debit arrangement with a Merchant or Payment Initiator, you may be notified by them that future payments will be processed from your Account under PayTo. You are entitled to prior written notice of variation of your Direct Debit arrangement and changed processing arrangements, as specified in your Direct Debit Service Agreement, from the Merchant or Payment Initiator. If you do not consent to the variation of the Direct Debit arrangement you must advise the Merchant or Payment Initiator. We are not obliged to provide notice of a Migrated DDR Mandate to you for you to confirm or decline. We will process instructions received from a Merchant or Payment Initiator on the basis of a Migrated DDR Mandate.

**5.2** You may amend, pause (and resume) or cancel your Migrated DDR Mandates, or receive notice of amendment, pause or resumption, or cancellation initiated by the Merchant or Payment Initiator, in the manner described in clauses 2,3, and 4.

## 6. General

### 6.1 Your responsibilities

**(a)** You must ensure that you carefully consider any Payment Agreement creation request, or amendment request made in respect of your Payment Agreement or Migrated DDR Mandates and promptly respond to such requests. We will not be liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a Payment Agreement or Migrated DDR Mandate.

**(b)** You must notify us immediately if you no longer hold or have authority to operate the Account from which a payment under a Payment Agreement or Migrated DDR Mandate have been /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 will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.

**(d)** You are responsible for ensuring that you comply with the terms of any agreement that you have with a Merchant or Payment Initiator, including any termination notice periods. You acknowledge that you are 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 Merchant or Payment Initiator.

**(e)** You are responsible for ensuring that you have sufficient funds in your Account to meet the requirements of all your Payment Agreements and Migrated DDR Mandates. Subject to any applicable laws and binding industry codes, we will not be responsible for any loss that you suffer as a result of your Account having insufficient funds. Our general customer terms and conditions, which are available on our website, 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 are not expecting, or experience any other activity that appears suspicious or erroneous, please report such activity to us by calling us on 1300 004 863.

**(g)** Use of the facilities that we provide to you in connection with establishing and managing your Payment Agreements and Migrated DDR Mandates is required to meet our Acceptable Use Policy at <https://www.humebank.com.au/terms-of-use>. You are responsible for ensuring that: (i) all data you provide to us or to any Merchant or Payment Initiator that subscribes to PayTo is accurate and up to date; (ii) you do not use PayTo to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person; and (iii) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person. For more information on the acceptable use of our services please see <https://www.humebank.com.au/terms-of-use/>

**(h)** Where an intellectual property infringement claim is made against you, we will have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon: (a) modifications to Our Intellectual Property by or on behalf of you in a



manner that causes the infringement; (b) your failure to use Our Intellectual Property in accordance with this agreement.

(i) We may amend this agreement from time to time, which will be notified via iBank. If you do not accept our updated agreement, you may terminate this agreement by calling us on 1300 004 863.

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

## **6.2 Our responsibilities**

(a) We will accurately reflect all information you provide 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 will promptly notify you by internet banking of any such action to pause or cancel your Payment Agreement.

(c) If you become aware of a payment being made from your Account, that is not permitted under the terms of your Payment Agreement or Migrated DDR Mandate or that was not authorised by you, please contact us as soon as possible via by calling 1300 004 863 and submit a claim. We will not be liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement or Migrated DDR Mandate.

## **6.3 Changes to terms**

We may change these Terms and Conditions or any documents referred to in these Terms and Conditions at any time, which will be made available on our website [www.humebank.com.au](http://www.humebank.com.au)

## **6.4 Privacy and confidentiality**

(a) By confirming a Payment Agreement and / or permitting the creation of a Migrated DDR Mandate against your Account with us, you acknowledge that you authorise us to collect, use and store your name and Account details or PayID (amongst other information) and the details of your Payment Agreement/s and Migrated DDR Mandates in the Mandate Management Service, and that these details may be disclosed to the financial institution or payment processor for the Merchant or Payment Initiator, for the purposes of creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your Account.

(b) Our Privacy Policy contains information on how we collect, use or store your Personal Information in accordance with the requirements of the Australian Privacy Principles. Our Privacy Policy is available on our website.

## **6.5 ePayments Code**



We warrant that we will comply with the ePayments Code as it applies to your dealings with us.

## 6.6 Customer Owned Banking Code of Practice

We undertake to comply with the Customer Owned Banking Code of Practice as it applies to your dealings with us.

## 7. Definitions

**Account** means your account with us.

**BECS** Bulk electronic clearing system. System that processes the direct debits.

**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>

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

**Migrated DDR Mandates** means the PayTo agreement database as maintained by NPP Australia Limited.

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

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

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

**Payment Agreement** means an agreement established by you and an approved Merchant or Payment Initiator, by which you authorise us to make 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 accordance with and on the terms set out in a Payment Agreement you have established with a Merchant or Payment Initiator that subscribes to the service.

**We, Hume, us** and **our** means Hume Bank Limited ABN 85 051 868 556 AFSL and Australian Credit Licence No. 244248.

**You and your** means the Account holder whether that be an individual, a group of 2 or more individuals that are joint holders of the relevant Account, or a business organisation, that is our customer at the time that the Payment Agreement is established.