Important Notice to Commonwealth Bank of Australia Customers

From **1 June 2026**, the way certain BPAY® Biller payments are processed in relation to CBA Statutory Trust Accounts (**STA**s) will change. From that date, Adjustment or refund requests raised on payments received through BPAY will no longer be processed by CBA through the BPAY scheme. Payers may contact you directly to resolve adjustment or refund requests.

The Business Transaction & Savings Account Terms and Conditions available at **commbank.com.au/btsa** contain more information regarding terms applicable to Statutory Trust Accounts.

® Registered to BPAY Pty Ltd ABN 69 079 137 518.

Commonwealth Bank of Australia ABN 48 123 123 124 AFSL and Australian credit licence 234945

007-163 010626

BPAY Biller Agreement.

Version 23.1

September 2023

These products are issued by the Commonwealth Bank of Australia ABN 48 123 123 124 AFSL and Australian credit licence 234945.

007-163 110923

Privacy Collection Notice

a. Neither this notice ("Privacy Collection Notice") nor our Group Privacy Statement (referenced in section c. below) form part of any contract you have with us.

b. By participating in BPAY Payments, you acknowledge that you have read this Privacy Collection Notice.

c. Your privacy is important to us. We only collect, use or store your Personal Information in accordance with the requirements of the Privacy Law and our Group Privacy Statement as amended from time to time and available at commbank.com.au/privacy or by asking for a copy at any CommBank branch.

d. In order to provide you with the Services, we may need to disclose your Personal Information (including updates to such Personal Information notified to us under paragraph (f)) to BPAY and or its service providers. If we do not disclose your Personal Information to BPAY or its service providers, we will not be able to provide you with the Services.

e. You should comply with all Privacy Laws and all applicable industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Information which bind you or us (as notified to you).

f. You should notify us if any of your Personal Information changes.

g. You can request access to your information held by us by contacting us in accordance with the procedures set out in our Group Privacy Statement.

h. Our Group Privacy Statement contains information about how you may complain about a breach of the *Privacy Act 1988* (Cth), and the process by which your complaint will be handled.

Privacy Consent

By participating in BPAY Payments, you consent that we may disclose to BPAY, its service providers and such other participants involved in BPAY Payments such personal information relating to you as is necessary to facilitate the provision of the Services to you.

Contents

PART A – Introduction and structure **1**
1 Introduction 1
2 Structure 1
3 Applying to receive Services 1

PART B – BPAY Payments **2**
4 Eligibility requirements 2
5 Our obligations to you 2
6 Authority 2
7 Your general obligations 2
8 Receiving Payments and making Adjustments 3
8.1 General 3
8.2 Fixed Payment Bills 4
9 Adjustments 4

PART C – General **6**
10 Promotions, advertising and use of Marks 6
11 Warranties 7
12 Indemnities and limitation of liability 8
13 Suspension and termination 8
13.1 Termination for convenience 8
13.2 Suspensions and terminations for your default 8
13.3 Consequences of termination 9
14 Fees and charges 10
15 Confidentiality 10
16 Dispute resolution 11
17 Notices/miscellaneous 11
17.1 Changes to this Biller Agreement 12
18 Governing Law and severance 12
19 Severability 13
20 Force majeure 13
21 Limitation of liability 13

Schedule 1 – Dictionary and interpretation **14**
1. Definitions applicable to all Billers 14

Schedule 2 – Standards Manual **17**

Schedule 3 – Fees and charges **22**

Attachment A – Adjustments Summary Document **23**

PART A – Introduction and structure

1 Introduction

a. As a member of the Scheme and subscriber to BPAY Payments, we offer BPAY Payments to our biller customers.

2 Structure

Parts A, B and C of this Biller Agreement apply if you wish to participate in BPAY Payments.

3 Applying to receive Services

If you are an existing CBA business customer you may apply to become a BPAY Biller by completing and returning to your sales representative the BPAY Biller Establishment Form. We may also request that you provide us with any further information we reasonably require in order to assess your suitability to participate in BPAY Payments as a Biller.

PART B – BPAY Payments

Part B is applicable to all Billers.

4 Eligibility requirements

In order to participate as a Biller in BPAY Payments, you must:

a. be incorporated in Australia (if you are a company), ordinarily resident in Australia (if you are a sole trader) or formed or created in or under the laws of Australia (if you are any other type of entity, including a partnership, trust or governmental entity); and

b. have an ACN or ABN; and

c. hold a Commonwealth Bank business transaction account linked to a CommBiz service for the purpose of debiting and crediting BPAY Payments.

d. maintain a Commonwealth Bank business transaction account for the purposes of billing.

5 Our obligations to you

Subject to your compliance with this Biller Agreement, we agree to:

a. facilitate your participation in BPAY Payments on the terms and conditions set out in this Biller Agreement;

b. comply with our obligations under the Scheme in connection with our facilitation of the Services; and

c. perform our obligations under this Biller Agreement with reasonable care and skill.

6 Authority

You authorise us to:

a. accept Payments from your customers that are made in compliance with the Payment Methods and Limits, and process Adjustments in connection with those Payments; and

b. credit and debit to the Nominated Account all amounts contemplated by this Biller Agreement, including to effect Payments and Adjustments.

7 Your general obligations

You must:

a. do all things reasonably necessary:

   i. to give effect to the authorisations in clause 6, including executing any documents and making all relevant disclosures to and obtaining necessary consents from your customers; and

   ii. otherwise assist us to accept Payments from your customers and credit and debit the Nominated Account all amounts contemplated by this Biller Agreement;

b. not give us any instructions or directions which are inconsistent with this Biller Agreement or any authorisations you provide to us;

c. provide to us all information reasonably requested by us, including those relating to the billing arrangements with your customers, and notify us of any changes to those details;

d. not make any warranty or representation in respect of goods or services you supply which may bind us, BPAY, or any other participant in BPAY Payments;

e. establish and maintain a Nominated Account (including the account nominated for the payment of fees and charges under this agreement) with us which must be an account or accounts that are acceptable to us for that purpose and immediately advise us of any changes to a nominated account;

f. 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 corrected in accordance with clause 9;

g. store in a manner approved by us, the original records of each Payment received from a Customer for a minimum period of seven years after the last Payment was made;

h. correctly credit to, or debit from, your customers the amount of each Payment Instruction recorded on Biller Information Files;

i. notify us promptly if, for any reason, you are unable to apply Payments listed in a Biller Information File to accounts you maintain for your customers;

j. perform your obligations under this Biller Agreement by the time specified, and where no time is specified, promptly; and

k. ensure that your participation in BPAY Payments will not bring the Scheme into disrepute.

l. not assign or otherwise deal with your rights under this agreement or allow any other person to use your Biller Code without our prior written consent.

m. perform your obligations under this Biller Agreement with reasonable care and skill.

8 Receiving Payments and making Adjustments

8.1 General

a. We will credit (and debit) the Nominated Account with the full value of all Payment Instructions (and Adjustment Instructions) we receive from or on behalf of your customers.

b. Payment Instructions we receive after the Payment Cut Off Time will be processed on the next Banking Business Day.

c. If for any reason beyond our control one of your customers effects a payment to you using BPAY Payments but we do not receive the relevant funds from that customer's financial institution in respect of that Payment:

   i. we are not liable to you for crediting the Nominated Account with the relevant funds; and

   ii. if we have already credited the Nominated Account with the relevant funds, we may debit the Nominated Account for the corresponding amount by way of an Adjustment.

d. You acknowledge and agree that:

   i. 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, or you failing to comply with your obligations under this Biller Agreement; and

ii. we will not be in breach of this Biller Agreement merely because of a delay of the kind referred to in this paragraph (d).

e. You must treat a Payment as having been received by you on the day your customer gives the relevant direction to its 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 you may treat the Payment as having been received the next Banking Business Day.

8.2 Fixed Payment Bills

Subject to this clause 8.2, you may require that Payment in respect of certain Bills must be made for a specified amount and/or by a specified date. These Bills are called Fixed Payment Bills.

If you designate a Bill as a Fixed Payment Bill, you must:

a. prominently disclose on that Bill:

i. the specified amount and/or specified date (as the case may be); and

ii. 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 by you; and

b. not discriminate between BPAY Payments and other payment methods available to your customers.

9 Adjustments

a. You must establish and maintain a process for effecting Adjustments which is consistent with this Biller Agreement and the Adjustments Summary Document.

b. You:

i. must tell us if you become aware:

- that you have received a Payment in error;
- of any Processing Error, Mistaken Payment or an Unauthorised Transaction involving a Payment which you have processed or received; or
- of any other delays or mistakes in processing a Payment;

ii. must provide us with any information and assistance we require in connection with Adjustments concerning Payments which you have processed or received, including by confirming whether all or some of the funds which are the subject of an Adjustment are available in the Nominated Account;

iii. must, if we notify you of a Processing Error or an alleged Mistaken Payment or Unauthorised Transaction, immediately prevent the withdrawal or other application of funds held by you comprising the Payment Instruction (to the extent not already paid out by you to another party) until resolution of the matter; and

iv. must use best endeavours to assist us, BPAY and BPAY's service providers in effecting any Adjustment for a Payment you have processed or received by you and which is required to be adjusted in accordance with the Scheme.

c. You may initiate a Refund to return all or part of a Payment which you have processed or received from your customers.

d. When processing an Adjustment (including a Refund), you must ensure that:

i. the Adjustment relates to an earlier Payment and may not use the Adjustments process as a separate manner of payment to your customers;

ii. the Adjustment amount is equal to, or less than, the amount of the original Payment to which that Adjustment relates; and

iii. you do not initiate more than one Adjustment in respect of any one Payment which you have processed or received.

e. If, under the Scheme, you are liable for any amounts in connection with an Adjustment:

i. you authorise us to debit the Nominated Account with that amount; and

ii. to the extent there are insufficient funds in the Nominated Account to cover the relevant Adjustment amount, we may recover that amount directly from you as a debt if we are required under the Scheme to pay that amount to another participant in the Scheme.

f. We will keep you informed of the progress of all investigations and Adjustments. 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 BPAY Payments more broadly.

g. You must not deny any legitimate requests for Adjustments unless you have genuine ground for refusing to do so. If you wish to deny a request for an Adjustment, you must provide evidence to our reasonable satisfaction demonstrating why the Adjustment should not be made.

h. If you do not respond within four Business Banking Days to a query in relation to an investigation or Adjustment request (or seven Banking Business Days in the case of Unauthorised Transactions), we may process or arrange for BPAY to process the Adjustment and debit the Nominated Account without further enquiry.

i. Despite anything else in this Biller Agreement, you acknowledge that your customers' liability may be limited under the ePayments Code where applicable.

10 Promotions, advertising and use of Marks

a. You must:

   i. inform your customers using materials which we provide or approve and in a manner which is not misleading, how they can use BPAY Payments;

   ii. display the Marks on all billing stationery and/or on all relevant electronic platforms, prominently and in accordance with the Standards Manual;

   iii. if you include the Marks in invoices which you provide your customers:

   - obtain our approval for the form of each invoice you use; and
   - include the Biller Code and the available Payment Methods and Limits in each invoice.

b. Notwithstanding paragraph (a), we recognise that you may not be able to implement changes to your invoice layouts immediately from the date we agree to provide you with a Service. Accordingly, from the date we agree to provide you with a Service until the earlier of the date you next refresh your invoices or 6 months, you may, in lieu of complying with your obligations under the paragraph (a) and the Standards Manual in relation to the display of Marks on your invoice, include an insert accompanying your invoices which feature the relevant Marks and which provide instructions to your customers on how they can use the relevant Service.

c. We grant to you a non-transferrable licence to use the:

   i. BPAY Payments Marks in the manner specified in this Biller Agreement (including the Standards Manual) for the purposes of complying with paragraph (a) and otherwise advertising your participation in, and promotion of, BPAY Payments; and

   ii. Service Specific Marks in the manner specified in this Biller Agreement (including the Standards Manual) for the purposes of complying with paragraph (a) and otherwise advertising your participation in, and promotion of, the relevant Service, including (where relevant) to demonstrate to your customers how they can access and use the relevant Service.

d. Except to the extent otherwise expressly in this Biller Agreement, you must not permit any other party to use the licences granted under this clause 10. The licence granted under this clause 10 terminates immediately on termination of our right to sub-license use of the relevant Marks or on termination of this Biller Agreement, provided that the licence will only terminate in respect of affected Service Specific Marks where your right to participate in the relevant Service is suspended or terminated.

e. You agree that BPAY owns the Marks and you agree:

   i. not to contest or in any way impair any rights of BPAY to the Marks; and

   ii. at any time at our 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 you under the control of and with the authorisation of BPAY and acknowledging BPAY's ownership of the Marks.

f. You must comply with all reasonable requests by us in connection with your use of the Marks.

g. Any use of the Marks by you which is not in compliance with the requirements of this Biller Agreement (including the Standards Manual), and which is not promptly discontinued following written notice from us to discontinue such use, will be regarded as adequate ground for termination of this Biller Agreement.

h. You must use the appropriate symbols which confirm trademark registration or ownership in connection with the Marks, as required or consented to by us.

i. You must not use the Marks in such a way as to create an impression that the goods or services which you offer are sponsored, produced, offered or sold by us or BPAY. You must not adopt "BPAY", "BPAY Payments" or any other Mark as any part of the name of your business or apply it to any goods or services offered for sale.

j. You must notify us immediately on becoming aware of any infringement, potential infringement or claim of infringement relating to the Marks. Where any such claim is made against you or us, BPAY may take over the defence of such claim or proceedings. If BPAY does not do so, you must keep us informed of all developments relating to that claim.

k. You must only use literature or promotional materials provided or approved by us for the purposes set out in paragraph (c) or in accordance with the Standards Manual.

l. You consent to the use of your name and main trading logo in lists of billers published by BPAY and by participants in BPAY Payments.

11 Warranties

You represent and warrant on an ongoing basis:

a. that you have all necessary power and authority to enter into this Biller Agreement and to perform your obligations under it;

b. that you are capable of complying with all applicable obligations and requirements set out in this Biller Agreement;

c. that you have met and will continue to meet all applicable requirements and obligations (including any technical certifications) prescribed in this Biller Agreement or as otherwise notified to you by us or BPAY from time to time;

d. that you will comply with all laws (including Privacy Laws) or industry codes applicable to you in performance of your rights and obligations under this Biller Agreement; and

e. that all information you provide to us in connection with this Biller Agreement is, to the best of your knowledge, true and accurate; and

f. that you will provide us with updated and corrected information if any of the information provided under paragraph (e) is no longer true or accurate.

12 Indemnities and limitation of liability

You indemnify us against any loss or damage suffered ("loss or damage" includes any consequential or economic loss or damage) due to any claim, demand or action of any kind brought against us or any related entity (as defined in the *Corporations Act 2001* (Cth)) of ours by any person arising directly or indirectly in connection with:

a. any claim by a customer of yours for refund of a payment for any reason;

b. any claim by any person for any breach by you of any applicable laws or of your obligations under this agreement;

c. a failure by you to observe any of your obligations under this agreement;

d. any fraud, negligence or misrepresentation on the part of you, your employees, agents or independent contractors with respect to the performance of your obligations, or the exercise of any of your rights, under this agreement;

e. any use of a logo or mark in breach of this agreement;

f. any claim by a third party that material provided to us by you breaches a third party's intellectual property;

g. any recourse any person may have against us for any action or omission by us in or arising out of your participation in BPAY Payments (provided we haven't acted negligently or fraudulently); or

h. any amount that remains unpaid because there are insufficient funds in your Nominated Account to cover all amounts we may debit to that account (or because you do not maintain a Nominated Account).

13 Suspension and termination

13.1 Termination for convenience

Either party can terminate this Biller Agreement (in its entirety or in relation to one or more Services) by giving the other party at least 30 days prior notice.

13.2 Suspensions and terminations for your default

a. We may:

   i. suspend or terminate this Biller Agreement (in its entirety or in relation to one or more Service);

   ii. update your status or the status of one or more of your customers in BPAY Payments so that no transactions for you or one or more of your customers (as the case may be) will be processed through BPAY Payments; and/or

   iii. take any other action notified to us by BPAY or which we think are reasonable,

   by notifying you if we, or BPAY, suspect on reasonable grounds that you, one or more of your customers or someone acting of your or their behalf, are:

   iv. being fraudulent;

   v. in breach, or will cause you to be in breach, of this Biller Agreement; or

   vi. 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.

b. We may also suspend or terminate this Biller Agreement (in its entirety or in relation to one or more Services) by notifying you if:

   i. you suffer an Insolvency Event or a change occurs in your business, assets or financial conditions which, in our reasonable opinion, will affect your ability to perform your obligations under this Biller Agreement;

   ii. we are required to do so under the BPAY Scheme Documents or are otherwise requested to do so by BPAY;

   iii. our membership to the Scheme or our subscription to BPAY Payments is suspended, ceases or is cancelled for any reason; or

   iv. there has been a significant change in your ownership structure or any associate (as defined in the Corporations Act) which in our reasonable opinion may have a material adverse effect on your ability to observe your obligations under this agreement or on our rights under this agreement.

c. We may, in lieu of suspending or terminating this Biller Agreement under this clause 13, impose additional procedural and/or reporting requirements in connection with your participation in BPAY Payments. If you do not wish to comply with such requirements, you may terminate this Biller Agreement by notifying us before the additional requirements come into effect. Any such termination will take effect on the day immediately prior to the date on which the additional requirements were due to come into effect.

13.3 Consequences of termination

a. Termination or suspension of your right to participate in BPAY Payments (whether in its entirety or in relation to one or more Services) does not:

   i. prejudice any claims either party may have against the other in respect of any then subsisting breaches of this Biller Agreement; or

   ii. otherwise affect the accrued rights or remedies of either party.

b. Upon termination of this Biller Agreement (in its entirety or in respect of one or more Services), you must:

   i. immediately cease promoting the affected Service, including ceasing use of all affected Marks;

   ii. immediately advise your customers that they can no longer make payments to you using BPAY Payments and/or use the affected Services (as the case may be);

   iii. in the event of termination of this Biller Agreement, continue to maintain a Nominated Account and promptly process Biller Information Files and otherwise comply with your obligations under Part B for a period of 60 Banking Business Days after termination; and

iv. upon our request, return or destroy:

- all stationary (including invoices) containing any affected Marks;
- our confidential information and Personal Information,

which are in your possession or control and which relate to the Biller Agreement.

c. You acknowledge that we will no longer be obliged to accept payments from your customers on your behalf or provide to you any Services if this Biller Agreement expires or terminates (including in relation to one or more Services) for any reason.

14 Fees and charges

a. As applicable, you must pay to us the fees specified in Schedule [3] of this agreement or the Pricing Schedule provided to you. Those fees may be varied by us giving prior written notice to you and you agree to be bound by any such variation as if it were a formal variation to this agreement. 30 days' notice must be given of any increase in fees. If you do not accept the changes, you may terminate this agreement subject to your continuing obligations under clause 13.

b. You must pay or reimburse us for all duties, taxes and other government charges incurred or payable by us in performance of our obligations under this agreement.

c. You must pay or reimburse us for all other amounts we are charged, pay or reasonably incur in connection with the performance or termination of this agreement.

d. You authorise us to debit the Nominated Account for any amounts payable by you under this agreement.

15 Confidentiality

a. Each party must treat as confidential and will not disclose any information which comes into its possession as a result of any aspect of this Biller Agreement, or use any such information other than for the purposes for which it was given. This obligation of confidentiality does not apply if the information:

i. is in the public domain or becomes generally known to the public other than through breach of this Biller Agreement or any other obligation of confidence owed by the receiving party;

ii. is known to the receiving party before it is disclosed to them;

iii. is required to be disclosed by the receiving party under law;

iv. is included in a report prepared by BPAY, or its service providers for any reason relating to BPAY Payments; or

v. is developed independently of this Biller Agreement.

16 Dispute resolution

If you dispute anything that happens under the BPAY Scheme (including in connection with Mistaken Payments, Unauthorised Payments or Fraudulent Payments), you must first discuss it with us.

We and the payer Institution are obliged under the BPAY Rules to attempt to resolve the dispute through a dispute resolution process set out in the BPAY Rules.

If you have a complaint, contact us in the first instance, we will make a record and give you the name of a contact person who is handling your complaint and a way to contact them. Within 21 days, we will provide a response to the complaint or advise you of the need for more time to complete our investigation. If we are unable to provide a final response to your complaint within 45 days, we will:

- inform you of the reasons for the delay and when we reasonably expect a decision;
- thereafter give you monthly progress updates;
- advise of your right to complain to the Australian Financial Complaints Authority (AFCA); and
- provide you with AFCA contact details.

The Banking Code of Practice, applies where relevant to your BPAY service if you are a small business as defined in the Code of Banking Practice or the Banking Code of Practice (as the case may be) or an individual.

Anything that we are required to give to you under this Code may be given to you:

- in writing, electronically or by telephone;
- by telling you that the information is available on a website or other electronic forum; or
- as otherwise agreed with you.

However, if the Code specifies the method of communication, then we will comply with that method.

17 Notices/miscellaneous

a. From time to time, we may need to provide to BPAY certain information regarding our billers, their end customers and their use of BPAY Payments, including for the purposes of monitoring and managing fraud relating to BPAY Payments. You consent to the inclusion of your name and any other details and information relating to you, in any reports we are required to provide to BPAY.

b. You must comply with all applicable laws and regulations, including industry codes of conduct which may apply to you and/or your customers in connection with your and/or your customers' participation in BPAY Payments.

17.1 Changes to this Biller Agreement

a. If we change this Biller Agreement or any documents referred to in this Biller Agreement, we will tell you about the change as soon as reasonably possible. If we believe the change is unfavourable to you, then we will provide you at least 30 days written notice before such change takes effect.

b. Unless a change under paragraph (a) is reasonably necessary to:

   i. comply with any law;

   ii. accommodate changes in the operation of the Scheme;

   iii. accommodate changes in our operations or systems;

   iv. comply with BPAY's or our security policies and procedures,

   v. avoid a material increase in our credit risk or our loss; or there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service. In that case, we will tell you about the introduction or change reasonably promptly after the government notifies us (however, we do not have to tell you about if the government publicises the introduction or change).

   You may terminate this Biller Agreement (in its entirety or in relation to one or more affected Services) by giving us written notice at any time before such change takes effect. Any such termination under this clause 17.1 will take effect on the day before the date notified by us that the change takes effect.

c. All communications under this agreement must be in writing. If addressed to you, they may be left at or sent by prepaid ordinary post to your address set out in the Establishment Form, or as set out in the CommBiz Service Contact or by email to your email address as set out in the CommBiz Service Contact, or by making the information available on the CommBiz website and sending you an email advising that the information is available on the CommBiz Website.

18 Governing Law and severance

a. This agreement and the transactions contemplated by this agreement are governed by the law in force in New South Wales.

b. Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of the jurisdiction specified in New South Wales and courts of appeal from them for determining any dispute concerning this agreement or the transactions contemplated by this agreement.

c. Without preventing any other mode of service, any document in an action (including, but not limited to, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at their address for services of notices under this agreement.

19 Severability

If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

20 Force majeure

We will not be liable to you for any loss or damage (including whether direct or consequential), nor be in default under the terms of this agreement, for failure to observe or perform any provision of this agreement for any reason or cause which could not with reasonable diligence be controlled or prevented by us including, without limitation, strikes, lockouts, labour disputes, acts of God, acts of nature, acts of governments or their agencies, fire, flood, storm, riots, power shortages or power failure; sudden and unexpected system failure or disruption by war, sabotage or inability to obtain sufficient labour, raw materials, fuel or utilities.

21 Limitation of liability

a. We are not liable to you, including under any indemnity, for any loss or damage suffered by you as a result of:

   i. a missing or erroneous payment; or

   ii. the failure or disruption of any process or computer hardware or software (including any third party software) beyond our reasonable control;

   unless the loss or damage is proven to have been cause by our negligence or results from a breach of a Prescribed Term.

b. For the purposes of this clause, loss or damage includes, whether direct or indirect, any economic loss, special, punitive or exemplary damages, loss of profit, revenue or opportunity, damage to reputation and any diminution of business value.

c. The Prescribed Terms are the guarantees that are implied by consumer protection law.

d. When you are not a consumer, our liability is limited to supplying the service again or paying the costs of having the service re-supplied.

Schedule 1 – Dictionary and interpretation

1. Definitions applicable to all Billers

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.
Adjustments Summary Document	means the document set out at Attachment A which sets out a summary of the Adjustments process for BPAY Payments.
Banking Business Day	means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.
Biller Agreement	means this agreement, which includes all attachments, schedules and other documents which are incorporated into this agreement by reference.
BPAY	means BPAY Pty Ltd (ABN 69 079 137 518), Level 1, 255 George Street Sydney NSW 2000.
BPAY Operations Portal	means the workflow platform that supports the daily, monthly and ad-hoc BPAY operational activities associated with the Scheme.
BPAY Payments Marks	means has the meaning given in the Standards Manual.
BPAY Payments	means the electronic payments service promoted by BPAY which allows billers to receive bill payments from their customers through the BPAY Scheme.
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.
ePayments Code	means the electronic payments code, administered and amended from time to time by the Australian Securities and Investments Commission, which regulates electronic payment facilities in Australia.
Fixed Payment Bill	means a Bill for which Payment needs to be made for a specified amount and/or by a specified date.
Fraudulent Payment	is a Payment that is made as a result of one of your customers being fraudulently induced into making the Payment.
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 the account or accounts to be credited for Payments, credited or debited as necessary for Adjustments and debited for fees, and such other accounts in addition to or substitution for that account or those accounts which are notified in writing to us from time to time.
Payment Cut-Off Time	means the time on a Banking 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 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.
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 Methods and Limits	means the payment methods and limits specified by us from time to time.
Personal Information	has the meaning given in the *Privacy Act 1988* (Cth).
Privacy Law	means the *Privacy Act 1988* (Cth) and any legislation which applies to you from time to time in force in Australia.
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.
Refunds	means a request to refund part or all of a Payment made by one of your customers.
Scheme	means the scheme operated by BPAY from time to time to provide payments services to end customers.
Service	means BPAY Payments and as the context requires Master Billers and/or BPAY View.

Service Specific Marks	means the BPAY View Marks and any other trademarks which are specific to a particular Service.
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). The Standards Manual as at the date of this Biller Agreement is set out at Schedule 2.
Systems	includes hardware, software, configurations and technical processes.
Unauthorised Transactions	means any Fraudulent Payment or Payment that is otherwise made without the authority of the your customer who was purported as having given the relevant authority.

Schedule 2 – Standards Manual

This Schedule 2 applies to all Billers.

BPAY Logo

The logo is composed of the BPAY "B" device and the word "PAY" reversed out of the background colour. When the logo is to be used on a colour background a keyline version is to be used.



White background



Coloured background

The relationship between these elements is fixed and must not be altered.

Logo Colourways

The BPAY colour using Pantone®

Colour Matching System is PMS 2768c:

Cyan: 100%, Magenta: 83%, Yellow: 0%, Black: 56%

All elements of the logo must always appear in one colour.

When the full colour version cannot be used, due to printing or media limitations, black is the preferred single colour.

If this option is not available and the single colour to be used is not black or the BPAY Blue approval must be sought by the Scheme via your Financial Institution.

Bill Configurations

The vertical logo format, customer reference box and payment method advice should be used for all applications. This must be located in a prominent position on the bill, to be clearly visible and easily located.

The payment method advice must be co-located with the logo and customer reference box.

The horizontal logo format may be used only when, due to space or layout restrictions, the vertical format cannot be applied.

Important Guidelines for Bill Configurations

The Minimum Vertical Standard for the logo is 10mm.

The Minimum Horizontal Standard for the logo is 8mm.

If billers do not accept all payment methods, they must modify the payment method advice to reflect only those offered.

Alternative copy for the payment method advice may be submitted to your financial institution for approval.

Final bill layout must be approved by your financial institution before going to print.

Aligning Logo and Customer Reference Box

Align the customer reference box to the depth of the total BPAY logo. Allow sufficient space between the two boxes, by measuring from the minimum encroachment area and extend to the width of the paragraph.

Vertically centre the biller code and customer reference number within the customer reference box.

Type is to be bold and set in the style of the bill's general text.

Type size must be maximised to the allocated area of the customer reference box; no smaller than the surrounding text.

The preferred bill configurations are shown as Samples A & B.

Preferred paper and electronic Bill Configurations

A.

Biller Code: <1234>
Ref: <1234 1234 1234>

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au

B.

BPAY Biller Code: <1234> Ref: <1234 1234 1234>

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au

C. QR Codes

When using QR codes the QR code must appear to the right of the customer reference box.

Biller Code: <1234>
Ref: <1234 1234 1234>

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. To use the QR code, use the reader within your mobile banking app.
More info: www.bpay.com.au

Electronic Use of the BPAY Identity

Electronic use of the BPAY identity is permitted. The logo and word mark BPAY may be incorporated into Internet and mobile designs or onto electronic items.

The BPAY logo should appear in a prominent position for maximum effect. If this is not possible, written reference to BPAY must appear in the body copy (refer to "BPAY in Body Copy").

Fixed Payment Billers

A Fixed Payment Bill must prominently display a statement which notifies the customer that a payment must be made for the specified amount and/or the specified date, payment that are not made for the specified amount and/or the specified date cannot be processed.

Bill Design and the CRN

The BPAY logo, the Biller Code, which is unique to the biller, and the Customer Reference Number (CRN), which is unique to the customer, are important components of the bill.

BPAY information on the bill is specific to BPAY and quite different to other bill payment methods such as over-the counter payments.

The CRN **must** have a check digit calculation applied.

The BPAY CRN is **not** the same as the CRN in a MICR line or barcode. There is **no** relationship between the Biller Code and the Customer Reference Number.

There is **no** requirement for the Biller to zero-fill the Customer Reference Number to a standard length.

Bill Changes

Billers **must** notify their Biller Institution if they make changes to:

- Location of the CRN
- CRN Validation Rules
- Check Digit Rules and/or Check Digit Parameters
- CRN Name
- CRN valid lengths
- Location of the Biller Code

Logo in Reverse

Where it is necessary to reproduce the logo on a dark background, the standard as shown is to apply.

BPAY® in Body Copy

Wherever BPAY® appears as a proper noun in body copy, the following applies:

Variations to the word mark are prohibited. BPAY must be used as one term and never be abbreviated or used in the plural.

BPAY is always upper case. No space between 'B' and 'PAY'.

When the word mark is used in body copy, the 'PAY' is always 85% of the size of the 'B'. As a guide, if 'B' is 16 points, 'PAY' should be 13.6 points (or naturally rounded, if necessary). If 'B' is 13 points, 'PAY' should be 11 points.

Where there are layout restrictions the wordmark BPAY can be used, where all letters are upper case and in the same point size.

Arial typeface to be used wherever possible.

The trademark symbol ® must be shown with the first mention of BPAY in body copy.

The footnote to the trademark is: ® Registered to BPAY Pty Ltd ABN 69 079 137 518

Correct:

BPAY®, BPAY®, BPAY, BPAY

Incorrect:

Bpay, BPay, B-pay, b-pay, bpay

Use in Promotions

Billers may use the BPAY word mark and logo in a promotional context such as in advertisements, inserts or merchandising. The design must be submitted to your financial institution for approval.

Stand Alone Logo in Body Copy

Copy type may run around the logo but must not encroach on the isolation area of the logo. Refer to the Isolation Guide for measurements.

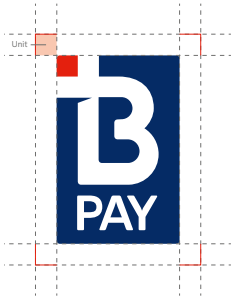
Sample

BPAY® the nationwide electronic bill payment service that has changed the way bills are paid. You log on or call your bank, building society or credit union instead of dealing with many companies to pay bills. No more standing in queues or writing cheque after cheque. You have a choice of paying from savings, cheque or credit card accounts. When you see the logo you simply call your bank to make your payment. BPAY is the easier way to pay. Registered to BPAY Pty Ltd ABN 69 079 137 518

Isolation Guide

The isolation area denotes the space around the logo in which no other type or graphic elements can encroach. It does not refer to the background colour when the logo is reversed.

White background



Coloured background



The 'box' in the upper left hand corner of the logo is equal to one unit. The isolation area for the logo is 1 units (as specified) around the entire logo.

Note: 1 unit= 1/6th of the width of the logo

BPAY View Billers

BPAY View is an Internet banking feature that will enable customers to view their bills online and pay them using BPAY or any other payment method accepted by the Biller. In addition to the standards set out above, BPAY View Billers are required to comply with the following:

Bill configurations for BPAY View Billers differ from the BPAY Payment scheme as follows:

- The payment method advice must be prefaced with the word mark BPAY View
- The payment method advice copy must be amended to refer to BPAY View, preferably as set out below as shown in samples A, B & C.

Preferred paper and electronic Bill Configurations

A.



BPAY® this payment via Internet or phone banking.

BPAY View® – View and pay this bill using internet banking.

BPAY View Registration No.: <text including location on bill>

B.



BPAY® this payment via Internet or phone banking.

BPAY View® – View and pay this bill using internet banking.

BPAY View Registration No.: <text including location on bill>

C. With a QR code

When using QR codes the QR code must appear to the right of the payments box.



BPAY® this payment via Internet or phone banking or use the **QR code** reader within your mobile banking app.

BPAY View® – View and pay this bill using internet banking.

BPAY View Registration No.: <text including location on bill> or use the **QR code**

The vertical logo format, customer reference box and payment method advice should be used for all applications. This must be located in a prominent position on the bill, to be clearly visible and easily located.

The payment method advice must be co-located with the logo and customer reference box.

The horizontal logo format may be used only when, due to space or layout restrictions, the vertical format cannot be applied.

Vertical logo format

The minimum Height Standard for the logo is 56 pixels (or 10mm)

The minimum Width Standard for the logo is 37 pixels (or 6.5mm)

Horizontal logo format

The minimum Height Standard for the logo is 8mm (31 pixels)

The minimum Width Standard for the logo is 18mm (73 pixels)

Alternative copy for the payment method advice may be submitted to your financial institution for approval.

Approval of Bill Layout

Your financial institution must approve final bill layout before it goes to print or goes live. For electronic bills, bill layout will also be reviewed as part of the BPAY View technical certification process where appropriateness of bill content and bill format are assessed.

BPAY View® in Body Copy

Wherever BPAY View® appears as a proper noun in body copy, the following applies:

- Variations to the word mark are prohibited.
- BPAY View® must be used as one term and never be abbreviated or used in the plural.
- BPAY is always upper case. No space between 'B' and 'PAY'.
- In View, the 'V' is always upper case and 'iew' is always lower case.

When the word mark is used in body copy, the 'PAY' is always 85% of the size of the 'B'. As a guide, if 'B' is 16 points, 'PAY' should be 13.6 points (or naturally rounded, if necessary). If 'B' is 13 points, 'PAY' should be 11 points.

For BPAY View, 'View' is the same point size as 'B'.

Where there are layout restrictions the word mark BPAY View can be used, where the first four letters are upper case and in the same point size.

Arial typeface is to be used wherever possible.

The trademark symbol ® must be shown with the first mention of BPAY View in body copy.

The footnote to the trademark is: ® Registered to BPAY Pty Ltd ABN 69 079 137 518

Correct:

BPAY View®, BPAY View®, BPAY View, BPAY View

Incorrect:

BPAY VIEW, Bpay View, bpay view, Bpay-View

Use in Promotions

Billers may use the BPAY View word mark in a promotional context such as in advertisements, inserts or merchandising. The design must be submitted to your financial institution for approval.

Using BPAY Marks

- A denotation or legend of trademark registration or ownership in connection with any mark (other than the BPAY Marks) should only be used in association with or on the same printed matter as the BPAY Marks, if such use will not adversely affect BPAY's rights in the BPAY Marks.
- BPAY Payments promotional materials and other information provided to customer is not misleading.
- Always use the complete BPAY logo design and not use any variations to the word Marks "BPAY" and the BPAY logo designs in order to avoid a weakening of the distinctive character of these Marks, provided that:
  - i. the word Marks "BPAY" and "BPAY View" may be used without the BPAY logo Mark design; and
  - ii. the BPAY logo Mark design may be used without the word Marks "BPAY" or "BPAY View";
- Do not use the term "BPAY" in the possessive or as an adjective (e.g. do not use the terms "BPAY's customers" or "BPAY billers");
- The BPAY Marks may be used:
  - i. in a composite decal (that is, a decal showing both the BPAY Marks and our or your logo or that of another scheme) provided that the Marks portion of such decal is no smaller than the portion occupied by any other logo; and
  - ii. in a composite advertisement or promotion in conjunction with the logos of other payment schemes, provided that the Marks portion of such advertisement or promotion is no smaller than the portion occupied by any other payment logo.

Schedule 3 – Fees and charges

BPAY Payments Fees

Fee	Details	Charging cycle
BPAY Facility Establishment Fee	$99.00 inc GST	Upon Establishment
BPAY Biller code fee	$55.00 inc GST per biller code	Upon issuance of additional BPAY biller codes
BPAY transaction fee	$0.99 inc GST per transaction	Upon each Debit Account or Credit Card Account transaction processed
BPAY Partial Refunds	$2.20 inc GST per refund	Upon processing of each Partial Refund

Attachment A – Adjustments Summary Document

This Attachment A is applicable to all Billers. See clause 9.

Payment Instructions may be given or payments may be made which are mistaken, unauthorised or fraudulent. We will usually tell you if a Payment made to you is:

- a Wrong Payment is made by us, another financial institution, BPAY or any of its service providers (for example, a system issue which results in a duplicated payment). If this happens, a reversal is made to correct this type of error and your Nominated Account may be debited;
- a Mistaken Payment, an Unauthorised Payment or a Fraudulent Payment is made or purported to be made by a Payer. (An error Correction is made to correct these types of errors.)

This clause sets out your obligations relating to Adjustments.

The BPAY Rules set out the details of the regime for determining when an Adjustment should be made and who is ultimately liable for any unrecovered losses if an Adjustment cannot be made.

The BPAY Rules bind all financial institutions that participate in the BPAY Scheme. We will resolve all claims that a Wrong Payment Instruction has been given, or a Payment has been made that is mistaken, unauthorised or fraudulent, in accordance with the BPAY Rules.

Your Obligations

You:

- **(notify us)** must tell us if you become aware:
  - that you have received a wrong Payment Instruction;
  - of a Mistaken Payment; – of an Unauthorised Payment;
  - of a Fraudulent Payment; or
  - of any other delays or mistakes in the processing of a Payment.
- **(information)** must provide us with any information we require in connection with an Adjustment;
- **(prevent withdrawal or other application of funds)** must, on notification of an alleged Unauthorised Payment, immediately prevent the withdrawal or other application of funds held by you comprising the Payment Instruction (to the extent not already paid out by you to another party) until resolution of the matter;
- **(assist in making the Adjustment)** must do your best to assist in effecting any Adjustment for a transaction you have processed, received or which has been effected by you and which should be reversed in accordance with the terms and conditions of the BPAY Scheme;
- **(ensure sufficient funds in Nominated Account)** authorise us to debit your Nominated Account with the amount of an Adjustment we are required to make and you must ensure there are sufficient funds in your Nominated Account to cover the Adjustment.

Failure to do these things may affect your rights under the BPAY Rules to keep a Payment.

Mistaken Payments – your rights to deny a request for an Error Correction

You may deny a request by a Payer Institution for an error Correction to unwind a Mistaken Payment if:

- you can show to our reasonable satisfaction that you have reasonable grounds for concluding that the Payment was not a Mistaken Payment (for example, because it was an Unauthorised Payment or a Fraudulent Payment); or
- you give evidence to our reasonable satisfaction that the amount of the Mistaken Payment has already been repaid directly to the Payer (for example, by cheque); or
- the Mistaken Payment was a prepayment for goods and services to be provided by you to the Payer and they have been substantially provided.

If you do not respond within two Banking Business Days to a query in relation to a Mistaken Payment, an error Correction can be processed without further enquiry.

Your knowledge of fraud

If you (or your employees, agents, consultants or any other person authorised by you) know of a fraud resulting in a Fraudulent Payment or you should have detected the fraud with reasonable diligence and the Fraudulent Participant does not refund the amount of the Fraudulent Payment to the Payer, you must refund all or part of it to the Payer if we ask.

This page was intentionally left blank

This page was intentionally left blank

This page was intentionally left blank

007-163 110923