CommBiz

Terms and Conditions

Effective 1 June 2026

If you have any questions about these terms and conditions, or our current fees, charges, and interest rates, please go to our website, contact your relationship manager (if you have one), ask our staff in branch or call **13 23 39**.

This brochure is issued by Commonwealth Bank of Australia ABN 48 123 123 124. Australian financial service licence and Australian credit licence 234945, the provider of the services described in this brochure.

004-634 010626

Privacy Collection Notice – CommBiz

- Neither this Privacy Collection Notice nor our Group Privacy Statement (referenced below) form part of any contract you have with us.
- By using CommBiz, you acknowledge that you have read this Privacy Collection Notice.

What information we collect

In this Privacy Collection Notice, 'you' includes our customer and any person who holds office in an entity which is a customer. The Commonwealth Bank of Australia ('we') collect information about you (such as your name, address, contact details and identification documentation), and information about your interactions with us (such as transactions on your account). We may also collect publicly available information about you.

Why we collect your information and what we use it for

We collect your information because we are required to identify you in accordance with applicable anti-money laundering, financial crimes and sanctions laws, currency control regulations and in order to comply with taxation laws. We also collect it to establish and manage our relationship with you, including risk management and pricing, to meet our obligations in relation to external payment systems and under our arrangements with government agencies. If you do not provide your information, we may not be able to provide you with the products and services that you require.

We also use your personal information to identify and tell you about products and services that may interest you (unless you tell us not to).

You must give us accurate and complete information; otherwise you may be breaking the law and we may not be able to provide you with the products and services that you require.

If you change your personal details (such as your address, name or email address), let us know straight away.

Who we may exchange your information with

We may exchange your information with other members of the Commonwealth Bank Group (**Group**), who may use your information for any of the purposes we can. We may also exchange your information with third parties outside the Group: for example, your representatives, our service providers, other financial institutions, enforcement and government authorities, relevant public registers and payment system operators. Sometimes, it may be necessary to send your information overseas – for example, where we outsource functions overseas, send information to Group members overseas, where we need to complete a transaction on your behalf, or where this is required by laws and regulations. See our Group Privacy Statement for more information.

Our Group Privacy Statement

Our Group Privacy Statement is available on our website at **commbank.com.au** (search Privacy and follow the Group Privacy Statement link) or upon request from any branch of the Bank, and should be read in conjunction with the above.

It contains further details about our information collection and handling practices, including information about: other ways we may collect, use or exchange your information; how you may access and seek correction of the information; and how to make a complaint about a breach of your privacy rights, and our complaint handling procedures. This statement also includes details of additional rights that may apply to you if you are located outside of Australia.

How to contact us about privacy

For privacy-related enquiries, please contact us by:

Telephone: 1800 805 605, or
Writing: to the address in our Group Privacy Statement.

While it is important to read this whole document, please note:

Privacy and data

Using CommBiz may require the disclosure of information including to third parties. For this reason, we recommend that you read this document carefully before using CommBiz.

For information on how we collect information about you and what we may do with it, see the Privacy Collection Notice at the beginning of this document, immediately after the cover page.

Administrators may accept certain terms and conditions

An Administrator may agree to terms and conditions that apply to certain features, functionality, services or software through CommBiz on your behalf. See the 'CommBiz' section below.

Responsibility for Users

You are responsible for the acts and omissions of your officers, employees, agents and contractors and all Users. See clauses 1(e), 5(b) and 5(c).

Fees and charges

The use of CommBiz is subject to fees and charges. See clause 2 for when fees and charges are payable and how they are charged.

Security

It is important that you keep your Accounts, Means of Authentication and Systems (including CommBiz Mobile and associated mobile devices) secure and notify us in certain circumstances. See clauses 3 and 18(b), (c) and (d).

Unacceptable Use

The use of CommBiz must not constitute Unacceptable Use. If it does, we may take action, and you may incur liability. See clause 4.

Valid Payment Instructions

The Payment Instructions given to us must be Valid Payment Instructions. Otherwise, we may refuse to accept them. See clause 6(c).

Cut-Off Times and the processing of certain payments

Cut-Off Times apply to when we will process payments. See clause 7(i).

Mistaken, incorrect and unauthorised payments

It is important to tell us immediately if you believe a mistaken, incorrect or unauthorised payment has been made using CommBiz. See clause 7(k).

Our rights in relation to your use and access to CommBiz

In certain circumstances, we may limit your use of, or access to, CommBiz (and related functionality and features), including by holding or declining certain transactions or imposing limits. See clause 8.

Terminating this Agreement

You and we each have rights to terminate this Agreement. See clause 9.

Liability and indemnity

There are circumstances where you and we are liable and are not liable under this Agreement. You are required to indemnify us, our agents, suppliers and our contractors against certain Losses. See clause 10.

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CommBiz

This document governs your use of CommBiz and, along with the terms of your Establishment Form, create an agreement between you and us (**Agreement**).

If you set up multiple CommBiz Services, each CommBiz Service will be separate and distinct (with a separate service ID) and have its own separate Agreement.

This Agreement:

- starts to apply from when we communicate to you or a User that we have approved your Establishment Form for the first Eligible Product you request to be linked to CommBiz, or as otherwise agreed, and
- continues to apply until terminated in accordance with this Agreement (even if you unlink all Accounts from CommBiz).

You agree that from time to time your Administrator may, on your behalf, agree to terms and conditions that apply to specific functionality or preview, beta, or other pre-release features, functionality, services or software offered by us available through CommBiz. For example, pre-release features may need to be licensed to you and your Administrators may agree to the terms and conditions of the licence on your behalf.

Capitalised words and expressions are defined in clause 15.

Important Information

Other terms

This Agreement is in addition to the terms and conditions for your Accounts which continue to apply to those Accounts. For example, you may be charged fees under your Account terms and conditions which are in addition to fees charged under this Agreement.

Banking Code of Practice

The Banking Code of Practice (**Banking Code**) sets out the standards of practice and service in the Australian banking industry. The relevant provisions of the Banking Code apply to our provision of CommBiz and the Accounts accessed through CommBiz if you are an individual or a 'small business' (defined in the Banking Code). You can find the Banking Code on the website of the Australian Banking Association.

ePayments Code

The ePayments Code does not apply to transactions using CommBiz or any other facility that is designed primarily for use by a business and established primarily for business purposes. For the avoidance of any doubt, this Agreement will not be interpreted so as to treat any facility designed primarily for use by a business and established primarily for business purposes as if the ePayments Code applies to it.

1. Users and features

a. Using CommBiz

You can use CommBiz to:

- appoint and remove Users,
- manage each User's permissions and access, and
- link Eligible Products and manage Accounts.

b. Administrators (Admin)

When you set up CommBiz, you must nominate one or more Administrators. Your Administrator(s) can then nominate additional Users using CommBiz. You must have at least one Administrator at all times.

You can change your Administrator(s) using CommBiz or by notifying us in writing that their authority has been revoked.

An Administrator can perform various functions as set out:

- at **commbank.com.au/commbiz-admin**, for example, managing User access and creating Service Requests and Maintenance Requests, and
- in this Agreement, for example activating CommBiz Mobile access – see clause 18, and entering into pre-release features and other CommBiz-associated functionality – see the 'CommBiz' section on page 7.

Depending on the action the Administrator is seeking to perform, additional authorisation may be required by a Service Delegate, an Authoriser, or by you, to complete the action.

c. Other User roles and permissions

User roles and permissions determine what Users can see and do using CommBiz. Users can have one or a combination of User roles. Examples of User roles and permissions are available at **commbank.com.au/commbiz-roles**.

You can nominate Users when establishing your CommBiz Service.

You need to appoint a minimum of one User as an Authoriser for each Account in order to complete payments. Authorisers can authorise and complete payments and Maintenance Requests on Accounts for which they are assigned.

d. Data Sharing Delegates and the Consumer Data Right

Data Sharing Delegates are appointed by holders of Accounts to share account related data (relating to those Accounts) with accredited data recipients under the Consumer Data Right (**CDR**), including Accounts that they hold jointly with other Account holders without the need for other Account holders to approve the appointment.

Data Sharing Delegates can give, amend and manage authorisations to share data with accredited data recipients under the CDR on behalf of each Account holder with Accounts. The CDR was introduced by the Federal Government to provide customers with rights to access specified data that relates to them (CDR data) held by organisations in designated sectors, such as banks (data holder). Where we hold an Account holder's CDR data, an Account holder via their Data Sharing Delegate, can consent to share that data with organisations accredited by the Australian Competition and Consumer Commission (accredited data recipients). To learn more, including how we handle your CDR data, read our Consumer Data Right Policy available at **commbank.com.au/cdr-policy**.

e. You are responsible for Users

You agree that you are solely responsible for the acts and omissions of your officers, employees, agents and contractors, and all Users, including in relation to giving us Payment Instructions, Maintenance Requests and Service Requests, as though they were your acts and omissions. For this reason, you should ensure that all Users comply with all relevant obligations in this Agreement – see clause 10 for your liability for your Users.

f. Personal information of Users (including Administrators), disclosure to regulators, government and law enforcement bodies

Where you appoint a User or disclose their personal information to us, you acknowledge you are authorised to do so and will direct them to our Privacy Collection Notice and Group Privacy Statement available on **commbank.com.au** so they understand how we handle their personal information (noting the Privacy Collection Notice must be read as applying to that Administrator or User).

To the extent we require an Administrator's or User's written consent to disclose, use or otherwise handle their personal information, you must take all reasonable steps to obtain such written consent from each Administrator and User. If you obtain the Administrator's or User's written consent, you must provide a copy of the written consent to us promptly on our request. If an Administrator or User refuses to provide such written consent, you must not allow that Administrator or User to use CommBiz.

To the extent permitted by law, by applying for and/or continuing to use CommBiz, you agree that we may use and disclose information regarding you, including details about your transactions, your financial conditions, your account relationship with us and your Account(s) to any regulatory bodies, government agencies, law enforcement bodies and courts and other parties that we are authorised or required by law to disclose information to.

g. CommBiz Generative Artificial Intelligence (GenAI) messaging feature

You agree that your Users are permitted to use the CommBiz GenAI messaging feature (where made available to you and your Users).

The CommBiz GenAI messaging feature uses artificial intelligence (including through the use of a 'large language model' or 'LLM') to generate outputs based on User prompts. Because of the nature of artificial intelligence and the fact that it is relatively new technology, the CommBiz GenAI messaging feature may produce outputs which are inaccurate or incomplete. For this reason, we recommend that you verify the output against information found on our website.

You must not, and you must ensure that your Users do not, input personal information into the CommBiz GenAI messaging feature.

2. Fees and charges

a. How fees are charged

Unless specified as being separately charged or in the case of certain incidental fees and charges that are payable in relation to a request made by you, any fees that you must pay in connection with using CommBiz are charged on or around the 15th day of the next month or on or around the next Business Day after the 15th. On this day:

- a CommBiz Activity Statement (Billing summary) is created, itemising fees charged in the previous calendar month, and
- your Fees Account will be debited for fees payable in the previous calendar month, if not already debited.

If your Fees Account cannot be debited, we may debit another account you hold with CommBank (in accordance with clause 2(c)), or restrict access to your CommBiz Service (in accordance with clause 8(b)).

b. Fee schedule

By authorising a Payment Instruction or making a request for any of the items set out below, you agree that you must pay the following fees upon the payment being processed or request being actioned by us.

Any fee payable is determined by the Payment Type that you instruct us to use even if a lower cost Payment Type is also available. It is your responsibility to choose the most appropriate Payment Type.

Transaction fees

Item	Fee	GST	Total
Direct Credit If you make a payment using Direct Credit or GDES using CommBiz, this fee will be payable for each credit and debit that must be performed to give effect to your Payment Instruction. For example: • if you give us a Payment Instruction for a Direct Credit which requires us to debit one (1) account and credit one (1) account, this fee will be payable two (2) times and the total Direct Credit fees would equal $0.55 (incl GST), and • if you give us a Payment Instruction for Direct Credits which requires us to debit one (1) account and credit two (2) accounts, this fee will be payable three (3) times and the total Direct Credit fees would equal $0.825 (incl GST).	$0.25 **for each debit and credit** (minimum of 2 fees per Payment Instruction – see examples)	$0.025 **for each debit and credit** (minimum of 2 fees per Payment Instruction – see examples)	$0.275 **for each debit and credit** (minimum of 2 fees per Payment Instruction – see examples)
Direct Debit If you elect to receive a payment with Direct Debit using CommBiz, this fee will be payable for each debit and credit that must be performed to give effect to your Payment Instruction. For example: • if you give us a Payment Instruction for a Direct Debit which requires us to debit one (1) account and credit one (1) account, this fee will be payable two (2) times and the total Direct Debit fees would equal $0.55 (incl GST), and • if you give us a Payment Instruction for Direct Debits which requires us to debit four (4) accounts and credit two (2) accounts, this fee will be payable six (6) times and the total Direct Debit fees would equal $1.65 (incl GST).	$0.25 **for each debit and credit** (minimum of 2 fees per Payment Instruction – see examples)	$0.025 **for each debit and credit** (minimum of 2 fees per Payment Instruction – see examples)	$0.275 **for each debit and credit** (minimum of 2 fees per Payment Instruction – see examples)
BPAY® Payment This fee will be payable each time a BPAY Payment is made using CommBiz. For Batch Entry BPAY Payments, this fee will be payable for each payment that is made.	$0.25	$0.025	$0.275

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Transaction fees continued

Item	Fee	GST	Total
Priority Payment to a CommBank account This fee will be payable each time a Priority Payment is made using CommBiz to a CommBank account.	$0.50	–	$0.50
Priority Payment to an account at another financial institution This fee will be payable each time a Priority Payment is made using CommBiz to an account at another financial institution.	$10.50	–	$10.50
Fast Payment This fee will be payable each time you make a successful Fast Payment using CommBiz.	$0.30	–	$0.30

Remittance Advices

The following fees are payable if you request a Remittance Advice. The fee that is charged depends on the way you request the Remittance Advice to be given.

Item	Fee	GST	Total
Email	$0.15	$0.015	$0.165
Fax, within Australia	$0.40	$0.04	$0.44
Fax, overseas	$1.10	$0.11	$1.21
Mail, within Australia	$0.90	$0.09	$0.99
Mail, overseas	$3.00	$0.30	$3.30

Cheque Requests

Item	Fee	GST	Total
Stop Cheque or Lift Stop Request This fee is payable each time you use CommBiz to initiate a stop or lift a stop on a cheque or range of cheques with consecutive serial numbers on the same Account.	$10.00	–	$10.00
Voucher Retrieval This fee is payable if you use CommBiz to view a cheque that you have written or deposited. The fee is charged on each image retrieval request.	$2.00	–	$2.00

Incidental charges which may apply in some circumstances

Item	Fee	GST	Total
Direct Debit User establishment fee (charged separately) This fee is payable if we approve your application to become a Direct Debit User. This fee is separately charged at the time that we establish your APCA ID.	$500.00	$50.00	$550.00
Direct Credit/Direct Debit Item Recall This fee is payable if you request, through the CommBiz Helpdesk, a recall of a Direct Credit, GDES, or Direct Debit payment. This fee is in addition to any fee that is payable for requesting a trace for a payment. Please note that recall requests may not be successful, and a fee will be payable even if the recall is unsuccessful. If you have given us a payment file with multiple Direct Credit, GDES or Direct Debit payments and want to recall one or more of the payments, this fee is payable for each payment that you request to recall. We cannot recall a payment file.	$25.00	$2.50	$27.50
Trace, Direct Credit or Direct Debit This fee is payable if you request, through the CommBiz Helpdesk, a trace of a Direct Credit, GDES, or Direct Debit payment. If you have given us a payment file with multiple Direct Credit, GDES or Direct Debit payments and want to trace one or more of the payments, this fee is payable for each payment that you request to trace. We cannot trace a payment file	$25.00	$2.50	$27.50
Returned or rejected Direct Credit / Direct Debit (may be charged separately) This fee is payable if a Payment Instruction made using Direct Credit or GDES or Direct Debit is returned or rejected. Unless arranged otherwise by you (for example, where an alternative account has been nominated for fee debiting), this fee will be charged to the Account to which the returned or rejected funds are applied, or debited (in the case of a Direct Debit), on the day the return, rejection or debit occurs. See clause 7(l) for more information on returned or rejected payments.	$2.27	$0.23	$2.50
Fast Payment or PayTo® Item Recall This fee is payable if you request, through the CommBiz Helpdesk, a recall of a Fast Payment or PayTo payment. Please note that recall requests may not be successful, and a fee will be payable even if the recall is unsuccessful.	$25.00	–	$25.00
Trace – Priority Payment / Fast Payment This fee is payable if you request, through the CommBiz Helpdesk, a trace of one of a Priority Payment or Fast Payment.	$25.00	–	$25.00

For fees relating to International Payments/Foreign Currency Payments including cancellation, amendment, trace, and optional fees for same currency payments, refer to the 'Standard fees and charges for international payments and travel funds' available on the CommBank website at **commbank.com.au/imtfees**.

® PayTo is a registered trademark of NPP Australia Limited.

c. Fees Account and trace account

You must only nominate an account as a Fees Account or trace account where you are permitted by law to use it for that purpose. We may from time to time impose additional restrictions on the types of accounts that can be nominated as a Fees Account and/or a trace account. We may require you to nominate an alternative account if a nominated Fees Account and/or trace account does not meet the requirements of this Agreement or any additional restrictions we inform you of, or we otherwise reasonably believe it is appropriate to do so.

3. Security

a. You must take all reasonable steps and implement Minimum Security Requirements

You must take all reasonable steps to:

- secure and prevent unauthorised persons from gaining access to your Accounts, Means of Authentication and Systems (including CommBiz Mobile and any associated mobile devices), and
- prevent unauthorised use of your Accounts using CommBiz (including any unauthorised payments).

You agree that each of the following are reasonable steps:

- implementing the Minimum Security Requirements – see clauses 3(b), 18(b), 18(c) and 18(d), and
- notifying us in accordance with "Notifications" below.

You acknowledge that if you fail to take reasonable steps, it is possible that unauthorised persons may alter your instructions, give us instructions using your Means of Authentication or otherwise facilitate transactions on your Account. You will be responsible for any losses that result from your failure to take all reasonable steps set out in this clause 3, except as otherwise provided in clause 10.

At our request (acting reasonably), you must provide us with accurate information regarding your Systems and Means of Authentication.

b. Minimum Security Requirements – General

You must implement each of the following Minimum Security Requirements.

Your Systems

- Maintain the security of all Systems to a standard that is appropriate for the sensitivity of the data and functionality that can be accessed through CommBiz.
- Ensure that all Systems used to access CommBiz or Accounts are kept physically secure and up to date with the most recent security patches.
- Use up-to-date and appropriate malware detection and response software and security settings suitably configured to protect your network and connected devices.

Your Means of Authentication

- Maintain the security of all Means of Authentication that is appropriate for the sensitivity of the data and functionality that can be accessed through CommBiz.
- Never disclose any Means of Authentication to anyone, including a CommBank representative or a person purporting to be a CommBank representative for any purpose.
- Never enter any Means of Authentication into any website, app or software other than through the CommBank website or authorised mobile application.
- Never save any Means of Authentication in a browser or mobile device.

You agree that if you do not implement any of the above requirements relating to your Means of Authentication, you will be taken to have disclosed your Means of Authentication regardless of whether or not you or the User are deceived as to the identity of the third person or the purpose of the disclosure.

Accessing CommBiz

- Ensure that you and your Users only access CommBiz through the CommBank website or authorised mobile application and not through a search link or any link sent by a third party, including a CommBank representative or a person purporting to be a CommBank representative for any purpose.
- Use only an up-to-date browser and operating system with the most recent security patches to access CommBiz.
- Do not introduce or attempt to introduce, and do not permit any other person (including a User) to introduce or attempt to introduce, any Harmful Code, or other harmful components into CommBiz or our other computer systems when accessing or using CommBiz or using the Accounts through CommBiz.
- Other than to your organisation's verified IT support personnel, never allow remote access, remote access software, remote desktop sharing or other tools which may enable a third party to view or access your Systems, CommBiz or Accounts using CommBiz on any computer or other device.

How Users access CommBiz

- Regularly monitor your Account(s), Systems and Means of Authentication to ensure that all instructions, requests or other messages are accurate and properly authorised by you.
- Ensure that Users do not choose a password or passcode that is easy to guess such as a password that represents a date of birth, name or address, a common quote or phrase, or use the same password or passcode for CommBiz that is used to access any other services.
- Regularly monitor your User's access to CommBiz and Accounts using CommBiz to confirm that all access and use of CommBiz and the Accounts using CommBiz (including instructions, requests or other messages sent from your Systems) is properly authorised by you.

c. Notifications

Without limiting any of your other obligations under this clause 3, you must immediately (and in any event within 24 hours) inform us if you or a User suspect or become aware of any of the following:

- the loss, theft, misuse, misplacement, disclosure or compromise of your Systems or Means of Authentication,
- any unauthorised use or access of CommBiz or any Account using CommBiz, including any instructions, requests or other messages that have been submitted or altered without proper authorisation,
- an actual or suspected breach of your obligations under this clause 3,
- a change to your or a User's contact details or business details in connection with CommBiz,
- that you or a User no longer have authority to access and use CommBiz or any Accounts using CommBiz, and
- that you have, or a User has, introduced Harmful Code into CommBiz or our environment while accessing or using CommBiz or Accounts using CommBiz. You must provide all known details when you notify us.

4. Unacceptable Use

You must not use CommBiz (or permit or procure others to use it) to engage in conduct that, in our opinion constitutes any one or more of the following:

- is unlawful, including conduct that may contravene any law,
- is fraudulent or malicious,
- disrupts the normal operation of any Accounts or any other systems operated by us, or our other business activities,
- attempts to gain unauthorised access to CommBiz, undermine any security measures applied to CommBiz, or disrupt the integrity or performance of CommBiz or an Account using CommBiz,
- impersonates any other person in accessing or using CommBiz or any Accounts,
- interferes with any other person's access to CommBiz (other than in accordance with this Agreement),
- is offensive, defamatory, harassing or threatening to any person,
- violates the copyright, trademark, proprietary or other intellectual property rights of any member of the Group or any third party,
- damages the name or reputation of any member of our Group or any third party,
- promotes or encourages physical or mental harm of any person,
- may cause, result in or otherwise perpetuate financial abuse, or domestic and family violence,
- promotes violence or threats against any person, and
- threatens or promotes terrorism.

Each of the above constitutes **Unacceptable Use** – see clause 8 for our rights to take action if you or a User engages in conduct that is Unacceptable Use and clause 10 for our liability to you if we take those actions.

5. Your responsibility for your Systems

a. Your responsibility for Systems

You are solely responsible for:

- selecting, procuring, operating and maintaining your Systems, and ensuring those Systems comply with this Agreement, including ensuring they are and remain compatible and interoperable with CommBiz,
- determining the authentication and approvals processes that occur in your Systems, including in relation to the generation and approval of any instruction, request or other message, and
- ensuring that, if your Systems incorporate any Material which is subject to a third party's intellectual property rights, complying with all licences and consents required to enable you to access and use CommBiz.

You are responsible for all activities that take place on or through your Systems, whether initiated programmatically or by Users.

b. Your responsibility for access to, and use of, CommBiz

You are responsible for:

- ensuring that:
  - only Users access and use your Systems in connection with CommBiz, and
  - you, and your Users, comply with the Minimum Security Requirements – see clause 3 and clause 18,
- issuing login credentials to Users to use your Systems, and
- developing and managing your products and services (including providing support in respect of the use of them).

c. Use of Automated Agents (non-humans)

If a User uses, enables, allows the use of or proposes to use an Automated Agent to access or interact with CommBiz, you must comply with the conditions below:

- **Transparency and approval:** A User must not allow an Automated Agent to access, use, or interact with CommBiz unless:
  - The User is expressly permitted to do so under this Agreement or is otherwise authorised by us, and
  - The Automated Agent clearly identifies itself and its function when interacting with CommBiz systems.
- **Responsibility and liability:** You are responsible, to the extent permitted by law, for the conduct, actions, outputs, instructions, outcomes, loss, damage and consequences of any Automated Agent acting on a User's behalf, caused to you, us or any other person. This includes any breach of this Agreement, unauthorised transactions, misuse of credentials (including, for example, login details, card details or any other authentication information used to access CommBiz), or any harm, interference or degradation caused to our systems, services or platform security. Any transaction instruction, payment request, data extraction, access attempt or system interaction submitted via an Automated Agent will be attributed to you and deemed to have been submitted with your authority, regardless of whether they were intended, authorised or foreseeable.
- **Restrictions of use:** Automated Agents must not:
  - Mimic, simulate or automate human interactions in a way that circumvents a CommBiz function security measure (including, for example, CAPTCHA),
  - Scrape, extract, or copy any data from CommBiz, unless expressly authorised by us, or
  - Perform, initiate or simulate customer transactions without human oversight or our authorisation.
- **Binding effect:** If an Automated Agent accesses or uses CommBiz, that Automated Agent agrees to be bound by this Agreement.

6. Giving Payment Instructions and other instructions

a. Authorised Payment Instructions and other instructions (including requests and other messages)

You agree that we can treat any Payment Instruction or other instruction that uses your or a User's Means of Authentication as being made with your authority, unless you have told us to cancel that Means of Authentication before the Payment Instruction or other instruction is given.

Where CommBiz requires you or a User to print any form and return it to us, you must use the method that is specified in the form or follow the instructions provided either online or by CommBank staff. If the form appears to us, acting reasonably, to have been properly completed and signed and is sent to us using such methods, we can treat that form as correctly authorised by you. We may decline to accept the form in accordance with clause 8.

b. Responsibility for the details of Payment Instructions and other instructions

You must ensure that all Payment Instructions and other instructions are correct and complete. This includes:

PayID® (using Fast Payment)	ensuring the PayID is correct. A variation of the PayID owner's name will be displayed before you submit the payment. We strongly recommend you check the details are correct before you submit the payment.
Payment made using BSB and account number (for example, a Direct Credit, GDES, Fast Payment or Priority Payment)	ensuring the BSB and account number are correct. For some payments made to a BSB and account number, we may use our NameCheck technology to display insights on the recipient account name you entered while making your payment. We strongly recommend you check the information entered and re-confirm the details with the intended recipient.
Direct Debit	for payments made using Direct Debit from a BSB and account number to a payee Account: ensuring the BSB and account number(s) are correct and verifying that you have the authority of the account holder.
PayTo	providing the Payment Initiator with accurate personal and business information (including BSB and account number).
All Payment Types	ensuring the timeliness and authorisation of any Payment Instructions and any details you provide to us, including the amount, account details, recipient, any payment reference numbers (such as Customer Reference Numbers for BPAY), payment date and any details for any trace account (if applicable) are accurate and correct.

® PayID is a registered trademark of NPP Australia Limited.

We are not obliged to verify the details contained in any Payment Instruction or other instruction. If you believe that you have provided incorrect details in a Payment Instruction – see clause 7(k). If you believe that you have provided incorrect details in any other instruction, contact us immediately.

c. Valid Payment Instructions

In order for us to accept a Payment Instruction, you must give us a valid Payment Instruction (**Valid Payment Instruction**) by:

- using and formatting payment files in CommBiz in accordance with our file specifications (as varied from time to time) including in relation to CommBiz Automated,
- authorising the Payment Instruction in CommBiz, in your ERP tool using CommBiz Automated with automated authorisation or CommBiz Mobile,
- identifying the account you are paying from and paying to,
- including the amount of the payment,
- including debits and credits equal in value, and
- complying with any additional requirements for Payment Instructions for particular Payment Types (including any requirements set out in clauses 6 and 7).

If your Payment Instruction is not a Valid Payment Instruction, we may decline to accept it.

d. Multiple accounts

If you provide us with a payment file with Payment Instructions affecting more than one account you are paying from or more than one account that you are paying to (including one or more accounts from which Direct Debit payments are taken from), we will process the payments in the order you specify or in the order they appear in the file.

However, if the account(s) you are paying from does not have sufficient funds available for your Payment Instruction, we will either:

- process the payments in your Payment Instruction in any order we choose, or
- not process one or more of the Payment Instructions.

This is due to system constraints having regard to the amounts of the payments you are trying to make and the funds available in your account(s).

e. Non CBA Payment Requests

You can use CommBiz to make a Non CBA Payment Request to send payment instruction messages to any bank that you have authorised to receive it. To use Non CBA Payment Requests, an Administrator must first request to link the other bank's account to CommBiz – see clause 7(h).

These messages are sent and received by Swift (Society for Worldwide Interbank Financial Telecommunication). When you ask us to send a Swift message:

- you must provide the letter of authority and the other bank must accept it,
- we do not check the accuracy of messages other than to ensure that they comply with your instructions, and
- you must ensure that there is enough money in the account to cover the payment and any fees payable to the other bank.

f. Third Party Accounts

You can link Third Party Accounts to CommBiz with our prior consent which, at our absolute discretion, we may refuse or impose conditions on any such consent. At any time, in our absolute discretion, we may withdraw or change the conditions of the prior consent.

You represent and warrant that, for so long as a Third Party Account is linked, you have full authority at all times to transact on each Third Party Account linked to CommBiz. You agree and acknowledge on behalf of yourself and the owner of each Third Party Account that:

- any Authoriser appointed to CommBiz in relation to the Third Party Account is authorised to have electronic access to and to transact on the Third Party Account using CommBiz,
- we are authorised to act on Payment Instructions apparently authorised by an Authoriser whether or not those Payment Instructions were properly authorised by the account holder,
- we are entitled to treat transactions on Third Party Accounts through CommBiz as being subject to this Agreement and all references in this Agreement to "you" and "your" to include the account holder of the Third Party Account,
- we may permit electronic access to the Third Party Account by any other person nominated by an Administrator that has been authorised to access the Third Party Account linked to CommBiz, and
- you have authority to make the acknowledgements and agreements on behalf of the owner of each Third Party Account.

7. Making and receiving payments (including Cut-Off Times)

a. Payment Types that can be accessed using CommBiz

Where functionality is made available, you (and Users provided they have the correct permissions and are approved for that payment type) can access the following payment types through CommBiz (each a **Payment Type** and together the **Payment Types**):

Payment Type	Description
Transfer	payment functionality accessed: • through our 'transfer' experience in CommBiz, which includes, for example a section or option labelled or otherwise referred to or notified to you as 'Transfer', which allows movement of money between CommBank Accounts linked to the same CommBiz Service. References to 'Transfer' in this Agreement exclude other Payment Types listed below.
Direct Credit	payment functionality accessed: • through the 'direct credit' experience in CommBiz (as available to you), which includes, for example a section or option labelled or otherwise referred to or notified to you as 'direct credit' or 'Direct Credit', or • by you providing Payment Instructions understood by us (acting reasonably) as being in relation to Direct Credit in a 'direct entry' file uploaded or submitted to CommBiz, which allows movement of money from CommBank Accounts to other accounts accessible through the BECS network (whether with CommBank or at another Australian financial institution). Direct Credit involves a debit from one or more Accounts and a credit to one or more payee accounts. Please note that not all Direct Credit payments are processed through the BECS network (for example, when the sending and receiving account are each held with CommBank). See clause 7(b) for more information on Direct Credit functionality.
Direct Debit	payment functionality accessed: • through our 'direct debit' experience in CommBiz (if available to you), which includes, for example a section or option labelled or otherwise referred to or notified to you as 'direct debit' or 'Direct Debit', or • by you providing Payment Instructions understood by us (acting reasonably) as being in relation to Direct Debit in a 'direct entry' file uploaded or submitted to CommBiz, which allows movement of money from accounts accessible through the BECS network (whether with CommBank or at another Australian financial institution) to Account(s) under a Direct Debit User arrangement you have with us. Please note that not all Direct Debit payments are processed through the BECS network (for example, when the sending and receiving account are each held with CommBank). Direct Debit involves a debit from one or more payer accounts and a credit to one or more payee Accounts. See clause 7(b) for more information on Direct Debit functionality.
GDES	if you have been issued with a special type of APCA ID designated and approved for use as a 'Government Direct Entry Service' APCA ID, payment functionality accessed: • through the 'GDES' experience in CommBiz (as available to you), which includes, for example a section or option labelled or otherwise referred to or notified to you as 'GDES', or • by you providing Payment Instructions understood by us (acting reasonably) as being in relation to GDES in a 'direct entry' file uploaded or submitted to CommBiz, which allows movement of money from CommBank Accounts to other accounts accessible through the BECS network (whether with CommBank or at another Australian financial institution). GDES involves a debit from one or more Accounts and a credit to one or more payee accounts. Please note that not all GDES payments are processed through the BECS network (for example, when the sending and receiving account are each held with CommBank). See clause 7(b) for more information on GDES functionality.

Payment Type	Description
Fast Payment	payment functionality accessed: • through the 'fast payment' experience in CommBiz (as available to you), which includes, for example a section or option labelled or otherwise referred to or notified to you as 'fast payment' or 'Fast Payment', or • by you providing Payment Instructions understood by us (acting reasonably) as being in relation to Fast Payment(s) in a file uploaded or submitted to CommBiz, which allows movement of money from CommBank Accounts to other NPP eligible accounts (whether with CommBank or at another Australian financial institution). This is a near real-time payment. A Fast Payment can be made using a registered PayID or an eligible BSB and account number. Please note that not all Fast Payments are processed through the NPP (for example, when the sending and receiving account are each held with CommBank).
BPAY Payment	movement of money from CommBank Accounts (excluding Foreign Currency Accounts) to organisations known as Billers using BPAY Biller Code(s). You can make individual BPAY Payments and Batch Entry BPAY Payments. Please note that not all BPAY Payments are processed through the BPAY Scheme (for example, when the sending and receiving account are each held with CommBank). See clause 7(c) for more information on BPAY functionality.
Priority Payment	payment functionality accessed: • through the 'priority payment' experience in CommBiz (as available to you), which includes, for example a section or option labelled or otherwise referred to or notified to you as 'priority payment' or 'Priority Payment', or • by you providing Payment Instructions understood by us (acting reasonably) as being in relation to Priority Payment(s) in a file uploaded or submitted to CommBiz, which allows movement of money from a CommBank Account to an account at an Australian financial institution connected to the High Value Clearing System. This is a time critical and irrevocable electronic transfer of an amount in Australian dollars. Please note that not all Priority Payments are processed through the High Value Clearing System (for example, when the sending and receiving account are each held with CommBank). See clause 7(d) for more information on Priority Payment functionality.
PayTo	allows you to use an eligible Account or PayID to enter into PayTo Payment Agreements with Payment Initiators who offer PayTo as a payment option. You can review and authorise PayTo Payment Agreements that we receive from Payment Initiators enabling them to take money out of your eligible Accounts. See clause 7(e) for more information on PayTo functionality.
International Payments	movement of money: • from a CommBank Account to an account outside of Australia, or • from a CommBank Account to an account within Australia involving foreign currency (where either the debit or credit currency is a foreign currency), including where the movement is between CommBank Foreign Currency Accounts. Movement of money that involves foreign currency is also called a **Foreign Currency Payment**.

CommBiz can also be used to send Non CBA Payment Requests as described below:

Non CBA Payment Requests	functionality that allows you to use CommBiz to send an instruction to another financial institution to move money out of an account you hold with that financial institution. You can use this function to centralise cash management of accounts held with multiple financial institutions.

Fees and charges may apply – see clause 2.

b. Direct Credit, GDES and Direct Debit

When you give us a Payment Instruction for a Direct Credit, GDES, or Direct Debit, you agree that the payment will be made in a way that is consistent with the Regulations and Procedures of the Bulk Electronic Clearing System published by the Australian Payments Network from time to time (whether or not the payment is processed through BECS). The Regulations and Procedures are available on the website of Australian Payments Network.

You can make a Direct Credit using your own direct credit BECS User ID (also known as an APCA ID) or a shared User ID we allocate to you.

You can receive Direct Debit payments by using the BECS User ID that we allocate to you (only if you are eligible), and have been approved by us, to receive Direct Debit payments.

c. BPAY

Your Payment Instruction for a BPAY Payment must include the following:

- Biller Code that appears on the bill or invoice,
- Customer Reference Number that appears on the bill or invoice,
- the account to take the payment from,
- payment amount, and
- payment date.

If you do not include this information in your Payment Instruction, or if any of it is inaccurate or incomplete, we are not obliged to transfer the money. We are not obliged to check the accuracy or completeness of your Payment Instructions for BPAY Payments. We may decline to process a BPAY Payment if the Biller who is to receive the payment has terminated their BPAY arrangements with their financial institution and has not entered into new BPAY arrangements with another financial institution.

You agree as follows:

Stopping a BPAY Payment	Once you give us a Payment Instruction to make a BPAY Payment, we will not accept a request to stop it from being made.
When the wrong Biller receives a payment	If a Biller receives a payment but they were not the Biller you intended to pay, this payment is not considered part or whole payment of any debt between you and the Biller you intended to pay.
When a Biller cannot process a payment	If a Biller advises us that a BPAY Payment cannot be processed, we will return the payment to your account. We can also assist you to make a valid BPAY Payment.
Batch Entry BPAY Payments must not identify credit card Accounts	If you give us a Payment Instruction for a Batch Entry BPAY Payment, the Payment Instruction must not identify credit card Accounts as the account to take the payment from.
Batch Entry BPAY Payments for End Clients	If you give us a Payment Instruction for a Batch Entry BPAY Payment on behalf of your End Clients, you must: • make any disclosures to, and obtain any consents from, those End Clients that are necessary to enable us to comply with our obligations under the BPAY Scheme rules and you to comply with your obligations under this Agreement, • maintain a list of your End Clients, and provide it to us on request, • maintain systems and processes which allow payment and adjustments (including credits and reversals) in relation to those End Clients to be separately identified and differentiated. If you require any further detail to help with identifying the original payment to which an adjustment relates, please email bpaysupport@cba.com.au to request further information, • ensure those End Clients make payments only for their own benefit and not for the benefit of a third party, • promptly notify us if you become aware, or reasonably suspect, fraudulent or illegal activity involving payments made by those End Clients, and • ensure that each Batch Entry BPAY Payment given on behalf of an End Client is validly authorised by that End Client.
Mistakes or delays in processing BPAY Payments	You must tell us immediately if you become aware of any delays or mistakes in processing your BPAY Payments.

Disclosure of personal information	When you give us a Payment Instruction for BPAY, you consent to your personal and transactional information being disclosed to: • us, • BPAY Pty Ltd, • the Billers nominated by you and their financial institutions, and • any agent appointed by BPAY Pty Ltd to implement the BPAY Scheme (currently Cardlink Services Limited). You can request access to your personal and transactional information that is held by us, or BPAY Pty Ltd or its agent, Cardlink Services Limited (or another agent as appointed from time to time).
Underpayments	You must be careful to ensure you tell us the correct amount you want to pay. If you instruct us to make a BPAY Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference.
Consent to disclose information in recovering BPAY Payments	If you ask us to assist you in recovering any BPAY Payments, you consent to us disclosing any information that we reasonably need to investigate and seek the return of the payment. If you tell us that a BPAY Payment made from your account is unauthorised, you must also give us your written consent, addressed to the Biller who received the payment, allowing us to obtain from that Biller any information we reasonably need to investigate the transaction. If you do not give us this consent, the Biller may choose to not disclose to us the information we need to investigate or return the payment.

d. Priority Payment

You agree that where you give us a Payment Instruction for a Priority Payment, the payment will be made in a way that is consistent with the Regulations and Procedures of the High Value Clearing System published by the Australian Payments Network from time to time (whether or not the payment is processed through the High Value Clearing System). The Regulations and Procedures are available on the website of Australian Payments Network.

e. PayTo

You may authorise or decline any PayTo Payment Agreement presented to you. It is your responsibility to carefully consider all details of the PayTo Payment Agreement, or DDR mandates migrated to PayTo, including but not limited to payment frequency, and to promptly action any requests.

Your responsibilities	Subject to clause 8, we will process Payment Instructions in connection with PayTo Payment Agreements that you have authorised. You are responsible for ensuring that you have sufficient funds in your Account to meet the requirements of all your PayTo Payment Agreements and Migrated DDR Mandates.
Authorising a PayTo Payment Agreement	If you authorise a PayTo Payment Agreement or permit the creation of a Migrated DDR Mandate, you authorise us to collect, use, and store your name, account details, and any other information contained in a PayTo Payment Agreement in the Mandate Management Service (MMS). Information in the MMS may be shared with financial institutions, or payment processors for the Payment Initiator to create payment instructions, construct NPP payment messages, and enable us to make payments from your account.
Incorrect details	If you believe any details of the PayTo Payment Agreement or any proposed amendment to it are incorrect, you should decline the request and contact the Payment Initiator to send a corrected PayTo Payment Agreement (or amendment) request.
Unauthorised or incorrect payments	If you become aware of a payment being made from your account, that is not permitted under the terms of your PayTo Payment Agreement or Migrated DDR Mandate or that was not authorised by you, please contact us as soon as possible to submit a claim.

Migrated DDR Mandates	Payment Initiators who have existing DDRs with their customers may establish PayTo Payment Agreements for these, as Migrated DDR Mandates, in order to process payments via the NPP rather than BECS. If you have an existing DDR with a Payment Initiator, you may be notified by them that future payments will be processed from your account under PayTo as a PayTo Payment Agreement. If you do not consent to the variation of the DDR, you must advise the Payment Initiator. You may amend, pause (and resume), cancel or transfer your Migrated DDR Mandates, or receive notice of this. We are not obliged to provide notice of a Migrated DDR Mandate to you for you to approve or decline and we will process instructions received from a payment recipient on the basis of a Migrated DDR Mandate.
Notifications	We will send you notification(s) for PayTo Payment Agreements or Migrated DDR Mandates we receive and any proposed changes to these as requested by Payment Initiators or by us. It is your responsibility to action the request. You must promptly respond to any notification that you receive from us from time to time regarding confirming, pausing or cancelling of a PayTo Payment Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason.
PayTo Payment Agreement maintenance	Your PayTo Payment Agreement may be cancelled, paused and/or resumed at any time by you. You can also amend your linked account details with another eligible Account. PayTo Payment Agreements can also be amended, withdrawn, cancelled, paused and/or resumed by the Payment Initiator from time to time. We may monitor your PayTo 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 PayTo Payment Agreements or Migrated DDR Mandates if we reasonably suspect misuse, fraud or there to be security related risks.
Mandate Management Service	The Payment Initiator is responsible for recording the PayTo Payment Agreement and any variations thereto in the MMS. PayTo Payment Agreements must be recorded in the MMS in order for NPP payments to be processed in accordance with them. The Mandate Management Service will notify us of the creation of any PayTo Payment Agreement established using your Account or PayID details. We will keep accurate records of all information provided for PayTo Payment Agreements or Migrated DDR Mandates in the MMS.
Paused PayTo Payment Agreements	We will not process any Payment Instructions under a paused PayTo Payment Agreement.

f. International Payments

You agree that:

- we are not responsible for paying the transferred money to the recipient – the recipient's bank (whether in Australia or overseas) and correspondent banks in the chain are responsible,
- we are not responsible for the time it takes for the recipient to receive the money,
- unless you have booked a foreign exchange rate, we are not responsible for the conversion into the recipient's bank account's currency,
- we may have to use the services of intermediary banks other than the ones you request, and
- we will need to transfer certain personal information (such as your name and address and the name and address of the recipient) and BSB and account numbers outside of Australia.

If you ask us to assist you in making enquiries to the recipient's bank or correspondent banks about an International Payment, this is at your own cost.

g. Foreign currency exchange rates and Cut-Off Times for International Payments

You can view our current exchange rates by logging in to CommBiz or visiting our website **commbank.com.au/fxrates**. The displayed rates are indicative only. The exchange rate that will be used for a Foreign Currency Payment is determined when the Payment Instruction is authorised (this will show in CommBiz as "Authorised") and this is the rate provided on the receipt.

Transactions will not be submitted for processing if they are not fully authorised before the relevant Cut-Off Times (visit **commbank.com.au/cut-off-times** for International Payment Cut-Off Times). In the event that a Payment Instruction is rejected or not submitted for processing (e.g. due to insufficient funds), then the exchange rate determined at the time of authorisation will no longer be applicable.

h. Non CBA Payment Requests

You can only give us Non CBA Payment Request instructions using CommBiz for an account you hold with a financial institution that has agreed to receive these instructions from us and we have agreed to allow this functionality.

i. Processing payments and when they are usually available

Subject to clause 8, we will generally process any Valid Payment Instructions in accordance with the applicable Cut-Off Times (subject to your Account having sufficient funds or limits). Cut-Off Times depend on the applicable Payment Type(s). As we change these from time to time, you can access our current Cut-Off Times at **commbank.com.au/cut-off-times**.

We will generally process Valid Payment Instructions:

- received before the relevant Cut-Off Time on a Business Day, on the day we receive the Valid Payment Instruction, and
- received after the relevant Cut-Off Time (or on a day that is not a Business Day), on the next Business Day.

In some cases, payments authorised in the first 90 minutes of a day (Sydney time) may display in your transaction history with the previous day's date. Where this occurs, the date on which we consider payments to have been performed may be shown as the "value date" on your account statement.

The webpage above which shows the Cut-Off Times, also shows when payments made for the different Payment Types are usually available. However, there may be delays with the availability of payments due to the payment schemes, the receiving bank, correspondent banks (if any) and other factors which we cannot control.

j. Future dated (scheduled) payments

Future dated Payment Instructions using CommBiz can be cancelled by you before the scheduled payment date (Sydney time), and, in some circumstances, for a short time on the day it is due to be made.

If a Payment Instruction for a future dated payment is authorised by any User who, on the scheduled payment date, is no longer authorised, our systems may process that payment on the scheduled payment date but, in some instances, our systems may require refreshed authorisation on the scheduled payment day. For this reason, when changing or removing a User's permissions, we recommend that you check for any future dated Payment Instructions associated with the User.

k. Mistaken, incorrect and unauthorised payments

You must tell us immediately if you:

- give us a Payment Instruction by mistake, in error, or with incorrect details (including the amount or the recipient),
- think that you or a User has been fraudulently induced into giving us a Payment Instruction, or
- have reason to believe that an unauthorised payment was made using CommBiz.

This includes mistaken, unauthorised and fraudulent BPAY Payments.

If you notify us that a payment has been made by mistake, in error, with incorrect details, or is unauthorised, and you ask for our assistance, we will try to assist you by doing the following (but we may not be able to recover any payments including BPAY Payments):

- we will take reasonable steps to assist you with recovering the funds that were paid. For example, we may do this by requesting that the recipient bank or financial institution seek consent from the recipient for the return of the funds,
- if we are unable to recover the funds, we will notify you. For example, this may occur if we are notified by the recipient bank or financial institution that the recipient does not consent to the return of the funds, and
- if some or all of the amount of the payment is returned to us, we will pay the amount received to the account from which the payment was made, or another account that has been nominated by you for returning payments except for International Payments. For International Payments, we will pay the funds in accordance with the process described for International Payments in clause 7(l) below.

Fees and charges may apply if you ask for our assistance – see clause 2.

l. Returned or rejected payments

When you give us a Payment Instruction for a Transfer, Direct Credit, GDES or Direct Debit, you may be required to specify an account (called 'trace account' in CommBiz) for returned and rejected payments – see clause 2(c) for more information.

A payment may be returned or rejected (in whole or part) if any party connected with or having jurisdiction over the payment refuses to accept the Payment Instruction, or if the recipient account is unable to receive the payment. If this occurs, we will endeavour to take the steps set out in the table below, or, acting fairly and reasonably towards you, we will take other action (for example by seeking your instructions).

Payment Type	The steps we will endeavour to take
International Payments	We may (but are not obliged to) apply funds to a Foreign Currency Account in the same currency as the returned or rejected payment (if you have one). Otherwise, we will apply the funds to the Account used to fund the payment. If we receive the returned or rejected funds in a foreign currency and are applying it to an Account not in that same currency, we will convert the amount of the foreign currency using the applicable foreign exchange rate on the day the funds are applied to the relevant account. The amount of funds we apply as a result of a returned or rejected International Payment may not be the same amount as the International Payment that you made due to the deduction of fees and charges and foreign exchange conversion whether by us, the recipient bank or correspondent banks in connection with attempting to make the payment, returning or rejecting the payment, or applying the returned or rejected funds.
Direct Credit and GDES	We will apply the funds to the trace account nominated in your Payment Instruction where we give you the ability to select a trace account. Otherwise, we will apply the funds to an eligible Account linked to your CommBiz service. The Account to which the funds are applied may not be the Account(s) used to fund the payment.
Direct Debit	We will debit the funds from the trace account in your Payment Instruction.
Transfer	We will apply the funds to the trace account nominated in your Payment Instruction where we give you the ability to select a trace account. Otherwise, we will apply the funds to an eligible Account linked to your CommBiz service. The Account to which the funds are applied may not be the Account(s) used to fund the payment.
All other Payment Types (excluding Non CBA Payment Requests*)	We will apply the funds to the Account used to fund the payment or to another of your eligible CommBank Accounts.

Fees and charges may apply to returned or rejected payments – see clause 2.

*As these payments are made by another financial institution from the account you hold with them, if you use CommBiz to send a Non CBA Payment Request, we are not responsible for applying funds where the payment is returned or rejected.

m. Prohibited Payment Instructions

You must not give us a Payment Instruction or otherwise attempt to effect a payment:

- where it relates to a payment that is prohibited by law, or
- if you are acting as agent for a principal that has not been disclosed to us.

8. Our rights in relation to your use and access to CommBiz

a. Right to cancel, suspend or restrict access or not to process instructions

Without limiting any other rights we may have, we may, in our discretion, cancel, suspend or restrict your or any User's access to CommBiz or the provision of a product or service provided to you under this Agreement.

Our rights to do this include, but are not limited to:

(i) Right to cancel, suspend or restrict any access to or use of CommBiz

We may in our discretion cancel, suspend or restrict your access to or use of:

- CommBiz (in whole or in part),
- any of the Payment Types accessible through CommBiz,
- transfers and/or payments to third parties or non-linked accounts, or
- any other functionality, product or service that is accessible through CommBiz.

(ii) Right to decline or hold transactions or instructions

Without prior notice, we may decline or hold the processing of:

- a Payment Instruction,
- a payment or transaction to or from an Account,
- a dealing, or
- particular types of Payment Instructions, payments or transactions to or from an Account, dealings or other instructions.

Any hold may apply for as long as we reasonably need to investigate the transaction. We will make reasonable attempts to contact you and resolve such matters.

When we take any action referred to in this clause 8(a), we will act fairly and reasonably towards you, including by:

- notifying you of such action if appropriate to do so, and providing you with a general reason for such action, unless we reasonably believe that giving you a reason would:
  (1) be adverse to, or compromise, our legitimate business interests (including managing any material risk), or
  (2) cause us to be in breach of applicable laws or regulatory requirements (including court orders or regulatory directives), and
- (if applicable) notifying you of any action you are required to take for us to lift the suspension or restriction.

b. When we can exercise our rights

Without limiting the circumstances where we can exercise our rights under clause 8a above, we may exercise those rights (acting reasonably and fairly) if any of the following reasons apply:

- **(inactivity)** you or any User have not logged into CommBiz for six months and we suspend the User's access to safeguard your security (you may contact us within 12 months of the suspension to unsuspend a User's access),
- **(defective Payment Instructions)** a Payment Instruction or a payment file sent by you, or on your behalf, is corrupted or unclear or one or more of the Accounts specified is restricted, suspended or blocked in accordance with the terms and conditions that apply to the Account,
- **(protection from Loss – use of CommBiz)** we reasonably believe that your Account(s), CommBiz, CommBiz Mobile, your Systems or Means of Authentication or any other access method, or the Payment Type may be being used (including by third parties) unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you, us or another person Loss or harm,
- **(protection from Loss – payments or purchases)** you seek to make a payment to, or purchase from, a merchant, an account or type of account which we reasonably believe may be being used unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you, us or another person Loss,
- **(digital assets and cryptocurrency)** you seek to make a payment to, or purchase from, a merchant, an account or type of account which we reasonably believe may be owned or controlled by a cryptocurrency or digital asset exchange,
- **(breaches of this Agreement and Unacceptable Use)** you or a User breaches this Agreement, or we reasonably suspect that you or a User have or will breach this Agreement including: by engaging in conduct that constitutes Unacceptable Use; if any of your accounts, CommBiz, CommBiz Mobile or an access method has been operated in a manner we reasonably consider is unsatisfactory or inconsistent with this Agreement, including by failing to pay fees,
- **(BPAY)** where the Payment Type is BPAY, you breach this Agreement, or if we, or BPAY, suspect on reasonable grounds that you, your End Clients, or a person acting on your behalf is engaging in fraudulent conduct, or using BPAY Payments

in a manner that will, or is likely to, adversely affect the integrity, stability or reputation of BPAY Payments or the BPAY Scheme,

- **(not providing us with material information)** you do not provide us with any material information we reasonably request,
- **(your security)** you do not comply with any of the requirements set out in clause 3 or clause 18, or we reasonably believe your Systems used for CommBiz are compromised,
- **(your systems and data)** we reasonably believe that the function, integrity, security or reliability of our systems or data (or those provided by third parties) are compromised or threatened,
- **(your compliance with laws, and illegal and offensive products and services)** we believe on reasonable grounds that you (or an Automated Agent acting for a User or at a User's instruction), have engaged in conduct that materially breaches any applicable Australian or overseas law (including laws relating to sanctions) or we reasonably believe that you are making a payment for the purchase of products or services that are illegal in Australia or another relevant jurisdiction, or contain offensive material,
- **(your compliance with laws and policies)** we consider it reasonably necessary to do so to comply with any laws or card scheme rules in Australia or overseas, our financial crimes policies or to manage any risk,
- **(Proscribed Persons)** we believe on reasonable grounds that you may be (or a User may be) a Proscribed Person, or acting for or conducting business with a Proscribed Person,
- **(sanctions risk)** if you are travelling to, or are residing in, a sanctioned jurisdiction, while you are in that jurisdiction, providing you with banking services could lead to a material risk of breach of sanctions, or providing you with banking services is otherwise outside our sanctions risk appetite. A list of sanctioned jurisdictions may be found at **commbank.com.au/sanctionedcountries**,
- **(reasonable necessity)** where it is otherwise reasonably necessary to protect our legitimate interests, and
- **(use of Automated Agents)** we reasonably believe that your Account(s) or CommBiz is being accessed, interacted with or used by an Automated Agent or other non-human tool in a way that is not authorised under this Agreement or by us.

c. Payments limits

In addition to any other payment limit which may apply, we may in our discretion limit the amount each User may transfer or pay from all Accounts:

- using Electronic Banking and in branch, to all accounts and/or merchants which we reasonably believe may be owned or controlled by a cryptocurrency or digital asset exchange or being used to purchase cryptocurrency or digital assets, and/or
- using a particular Payment Type, type of transaction or dealing via Electronic Banking and in branch, and/or
- using Electronic Banking and in branch where it is reasonably necessary to prevent systemic or individual criminal activity, including suspected or potential fraud or scams.

We may in our discretion remove or reduce your payment limit if:

- you have requested a higher payment limit and have not given us a Payment Instruction utilising any of that increased limit within the last month, or
- we believe it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other activity that might cause you, us or another person Loss.

When we take any action under this clause 8(c), we will act fairly and reasonably towards you. Except to the extent caused by our negligence, mistake or wilful misconduct, or that of our agents, we will not be responsible for any Loss or other inconvenience you incur from any action taken under this clause.

9. Terminating

a. Termination for convenience

You may terminate this Agreement by giving us 21 days' notice.

Unless paragraph (b) below applies, we may terminate this Agreement by giving you not less than 60 days' notice.

If you wish to terminate this Agreement, close or cancel CommBiz, call your relationship manager (if you have one), visit any branch or call CommBiz on 13 23 39 for further guidance and to discuss your options.

b. Our right to terminate without prior notice

We can immediately terminate this Agreement if:

- we believe that you or a signatory to your Account(s) accessed through CommBiz are subject to sanctions or are otherwise a person with whom we are prohibited from dealing with under any applicable laws or regulations,
- we reasonably consider it necessary to comply with our policies, Australian law or sanctions (or the law or sanctions of any other country), or to manage associated risk,
- you become subject to any form of insolvency administration,
- your access has been suspended or restricted pursuant to clause 8 and we have asked you to take a reasonable action for us to lift the suspension or restriction, but you have failed to do so within a reasonable period of time or by any time that we have specified,
- you or a User otherwise breach this Agreement or we reasonably suspect that you or they have or will breach this Agreement, or
- it is otherwise reasonably necessary for us to do so to protect our legitimate interests.

We can also immediately terminate CommBiz Mobile if the provider ceases to operate CommBiz Mobile or suspends or revokes our Digital Certificate.

When we take action referred to in this clause, we will act fairly and reasonably towards you, including notifying you of such action if appropriate to do so, and providing you with a general reason for such action, unless we reasonably believe that giving you a reason would:

(1) be adverse to, or compromise, our legitimate business interests (including managing any material risk), or
(2) cause us to be in breach of applicable laws or regulatory requirements (including court orders or regulatory directives).

c. Effect of termination on you and our rights

If this Agreement is terminated, your access to CommBiz will cease from the date of termination.

Termination does not affect your right or our right to take action for breaches that occurred before termination.

10. Liability and Indemnity

a. What you are liable for under this Agreement

(i) Your liability generally

Subject to this clause 10, you are liable for any Loss you suffer (including in relation to unauthorised payments) that arises from any of the following:

A. any acts or omissions by you or any User, including when we act on any instruction or other messages sent from your Systems, or authenticated by us using your Means of Authentication as having been sent from your Systems. This includes:
   I. instructions or other messages that are fraudulent or sent as a result of a fraud, scam or other malicious activity, and
   II. any deficiency or error in relation to the amount, accuracy, timeliness or authorisation of any Payment Instruction, and

B. any incorrect or mistaken payments.

(ii) Your liability for certain unauthorised payments

You will not be liable for Loss from an unauthorised payment to the extent that any of the following applies:

A. the cause of the Loss is due to our negligence, fraud or wilful misconduct, or
B. it is clear:
   I. you and any Users did not contribute to the Loss in any way, and
   II. you have complied with clause 3 and clause 18 and have implemented any security protections we offer to you in relation to unauthorised payments, or
C. the unauthorised payment occurs after you notify us that the access to CommBiz has been breached, misused or compromised and the unauthorised payment is connected with that breach, misuse or compromise.

(iii) Your liability for certain BPAY Payments and PayTo payments

A. **Your liability for mistaken BPAY Payments:** If we make a BPAY Payment to a person for an amount, which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Business Days, we can debit your Account with the amount we previously credited and we are not responsible for pursuing the person for the return of the funds.
B. **Your liability for fraudulent BPAY Payments:** If a payment is made as a result of you being fraudulently induced into making that payment, and any other person involved in the BPAY Scheme committed, had actual knowledge of, or with reasonable diligence should have detected, the fraud, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the whole amount of the fraud-induced payment, you must bear the Loss.
C. **Your liability for unauthorised BPAY Payments:** If a payment is made in accordance with a Payment Instruction, which appeared to us to be from you or made on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. This does not include a payment where the payment direction was made by you or by anybody with your knowledge or consent. Further, in all cases, you must pay us the amount of an unauthorised payment if the payment was made as a result of you not complying with our prescribed security procedures in clause 3, or clause 18.

   If we are able to recover part of the amount of that payment from the person who received it, you must only pay us the amount of that payment that we are not able to recover.
D. **Your liability for your agreements with Payment Initiators:** We are not liable for any Loss suffered or any breach of your agreement with the Payment Initiator as a result of processing payments in accordance with a PayTo Payment Agreement authorised by you, nor for any Loss suffered or any breach of your agreement with the Payment Initiator as a result of pausing or cancelling any PayTo Payment Agreement in accordance with your instructions.

b. What we are not liable for under this Agreement

(i) No liability for any acts or omissions by you or any Users

You agree that we are not liable for any Loss or inconvenience of any nature that you suffer or incur due to any acts or omissions by you, any Users or any third party's actions except to the extent the Loss arises due to our or our agent's negligence, fraud or wilful misconduct. For example, we are not liable for any of the following:

A. any incorrect Payment Instructions that you or a User gives to us or authorises using CommBiz,
B. any failure or delay in giving us a Payment Instruction,
C. not verifying the authority of any User or any other person who is entitled to give us Payment Instructions and other instructions,
D. any inability of us to recover any incorrect or mistaken payments that you or a User made,
E. any errors or omissions caused by a third-party communications system that we have not specifically provided including any discrepancies in the information that you transmit to us, or we transmit to you, using those systems,
F. any other bank's actions, including mistakes, failing to act, transmission delays or not receiving any messages, and
G. any transactions on any linked Third Party Accounts.

(ii) Availability, business interruptions and circumstances beyond our reasonable control

From time to time, CommBiz may be subject to faults and there may be problems with the services we provide under this Agreement. We do not warrant that any problem with CommBiz, CommBiz Mobile, telecommunications, a site or the internet can be solved immediately or quickly. You acknowledge that these services may rely on factors that are outside our control. However, we will use reasonable endeavours to overcome any fault or problem in the services we provide to you as quickly as possible.

Subject to clause 10(b) (iv) below, we do not guarantee the availability of CommBiz and will not be liable to you, nor be in default under this Agreement, for any Loss, business interruption or inconvenience of any nature arising from:

A. the unavailability of CommBiz, including without limitation any impact on the level of functionality or service available via CommBiz arising from the testing and implementation of any preparedness, preventative or incident response measures to avoid or minimise the impact of potential or actual disruptions to our critical business operations and CommBiz (whether such disruption has occurred),
B. any failure or delay in:
    I. restoring the availability of CommBiz (or any part thereof) to a level of service, or
    II. recovering access to data via CommBiz, within a specific timeframe (including any adjustment of recovery objectives and priorities) following a disruption, and
C. any failure or delay in the performance of any obligations under this Agreement, including any direct Loss or Consequential Loss, to the extent that failure or delay is caused by any circumstances beyond our reasonable control so long as the failure or delay could not have been prevented by reasonable precautions, or could not have reasonably been circumvented by us by means of alternate sources, workarounds or other means.

Disruptions to the operations and systems of other financial institutions may also delay payments to or from your Accounts. We cannot control the operations and systems of other institutions, and we are not liable to you for any Loss from disruptions to the operations or systems of those institutions.

(iii) No liability for restrictions, suspensions or terminations under this Agreement

Without limiting our liability to account to you for any amounts we receive on your account, and except to the extent caused by our or our agents' negligence, fraud or wilful misconduct, we will not be liable for any Loss or inconvenience you suffer or incur as a result of us doing any of the following under this Agreement:

A. us exercising our rights under clauses 8 or 9, and
B. terminating this Agreement.

(iv) Statutory warranties and guarantees

Warranties and guarantees implied by the Australian Securities and Investment Commission Act 2001, or the Australian Consumer Law of the Competition and Consumer Act 2010, or any similar legislation, may apply to this Agreement or your use of CommBiz. If we breach any such a warranty or guarantee, to the extent permitted by the relevant Act or legislation, our liability is limited to either supplying the services again or paying the cost of having the services supplied again.

(v) Statutory protections unaffected

Nothing in this Agreement is intended to exclude our liability or your rights under or impose any obligations on you that are inconsistent with or contrary to, any statutory protections or mandatory or voluntary codes of conduct that apply including those intended to protect consumers or small businesses.

Any provisions of this Agreement are to be interpreted so that any applicable statutory protections or codes prevail to the extent of any inconsistency.

c. No liability for information provided through third-party communication systems

If you use third-party communications system (including ERP) to communicate with us, we are not liable to you for any Loss incurred or suffered by you where we have acted in good faith on such information from your third parties including but not limited to Loss arising from information provided relating to the amount, accuracy, timeliness or authorisation of any Payment Instructions, any Consequential Loss or delays in payments to the payment recipient.

If any information in connection with automated payments or reporting is provided to us or from us through an ERP system or other third-party communications used by you, we are not liable.

d. No liability for Consequential Loss

Unless otherwise specified, neither party is liable to the other party for and no measure of damages will, under any circumstances, include any: Consequential Loss, incidental or punitive damages, whether in contract, tort (including without limitation in negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such Loss was foreseeable and even if advised of the possibility of the Loss. This clause 10(d) does not apply in relation to the indemnity under clause 10(e) below.

e. Indemnity

Subject to clauses 10(a) and 10(b) above, you indemnify us, our agents, suppliers and our contractors (each an **Indemnified Person**) against any Loss (including Consequential Loss) that may be reasonably and directly suffered or incurred resulting from or arising out of:

A. us taking any action under clauses 8 or 9,
B. any conduct by you which results in us, our agents, suppliers or contractors acting on an erroneous basis including:
    I. where it results in the erroneous issuance of a valid Digital Certificate status response with respect to your Digital Certificate, and
    II. the use of a Digital Certificate issued to you or a User after termination of the authority of a User, and
C. any negligent, fraudulent or wilful misuse of the services provided under this Agreement by you or your Users,
D. any other breach by you or your Users of any obligation under this Agreement, including where the breach arises due to an act or omission of a User (including any failure to comply with clause 3 or clause 18), and
E. all claims, demands and Losses by the holder or beneficial owner of any linked Third Party Accounts.

However, you are not obliged to indemnify any Indemnified Person to the extent that any Loss is suffered or incurred as a result of the negligence, fraud or wilful misconduct of an Indemnified Person (or their agent).

To the extent that this indemnity benefits an Indemnified Person that is not us, you acknowledge that we hold the benefit of the indemnity on trust for the Indemnified Person and may enforce this indemnity on behalf of any of those persons.

11. Communicating with each other

a. Marketing and commercial messages

If you provide us with contact details (such as email and telephone number) and other personal information, you agree that we may use them to communicate with you (unless you tell us not to), including:

- to send commercial electronic messages,
- for direct marketing purposes, and
- to make phone calls to you on an ongoing basis.

By registering or accessing for online services (such as CommBiz) or accessing CommBank applications (such as CommBiz Mobile), you also agree that (unless you tell us not to) we may send commercial electronic messages and/or direct marketing through these online services and apps (including push notifications, in-app messages and notifications, or messages to the CommBiz inbox).

If a virtual assistant that is available in CommBiz or CommBiz Mobile is used, you agree that the virtual assistant may send commercial electronic messages or direct marketing in its responses to the prompts submitted to the assistant.

We may use third party service providers such as marketing companies or mail houses to send messages on our behalf for direct marketing purposes. You agree that (unless you tell us not to) we may share your personal information with marketing companies or mail houses so they can send direct marketing messages on our behalf.

If you provide us with contact details or other personal information of other persons (such as Administrators or Users), you acknowledge that:

- you have provided those persons with a copy of our Privacy Collection Notice and Group Privacy Statement, and
- you have obtained the consent of each person for us to collect, hold, use and disclose their personal information in the same manner as described in this clause 11(a).

Changing your preferences

We will provide you with options you may use to opt out of receiving commercial electronic messages we send you and to choose the way we send them. While in some cases one of the options may be an unsubscribe facility, you agree we are not required to include an unsubscribe facility in commercial electronic messages we send you.

Opting out of commercial electronic messages may impact our ability to provide you with information about all the benefits that are available. There are, however, messages that we must be able to send you and which you will not be able to opt out of receiving.

b. How we can communicate with you

Unless otherwise specified, we can give you notices or otherwise communicate with you (and any Users you nominate) (including by electronic means) by:

- sending the information by email to an email address you nominate,
- sending the information by SMS message to a mobile phone number you nominate,
- sending the information to any other electronic address you nominate,
- making the information available on the CommBank website or the CommBiz website and sending you an electronic notification (e.g. email, SMS message or push notification) that the information is available,
- advertising in the national or local media, or
- any other means we agree with you.

However, to the extent that we are obliged under law to communicate with you in a certain way, we will do so.

We record that you received an electronic notice on the day that our notification enters the first external information system, such as the server of the relevant email address. Even if we normally provide statements or notices in one of the methods provided above, we may occasionally send you a statement or notice by another method described above instead – for example, if we are unable to provide the information via the first channel.

Where we provide notice by advertising in the national or local media, that notice will take effect on the day the advertisement appears in the media, unless a later date is set out in the notice.

c. How you can communicate with us

You and any User can communicate with us and notify us using the details in the cover page or via web chat. Depending on the reason for contacting us, we may require that you or a specific User contacts us to resolve your request.

d. Alerts

Your Administrator may allow Users to elect to receive notifications, alerts and reminders by SMS or email ('alerts').

If you or your Administrator provides us with your or a User's mobile phone number, we may use that phone number to contact you or the User via SMS or phone call to confirm or send confirmation of Payment Instructions submitted via CommBiz.

We may suspend the sending of alerts to Users at any time where we reasonably believe it is in your or our interest to do so or if we cannot send alerts (such as technical faults beyond our control or maintenance).

You agree that email and SMS are not secure and the content of alerts, which could include personal information such as account details, could therefore be viewed by unauthorised persons.

Users must update their message preferences if they change their email address or mobile phone number and must disable alerts if they choose to cease receiving alerts.

12. Complaints

Please contact your relationship manager or the manager of the department that handled the matter and explain the problem.

If your complaint relates to how we handle your Consumer Data Right data (refer to clause 1(d) for more information), including concerns that the data we hold about you is incorrect, call us on **13 23 39**.

Our staff will review the situation and, if possible, resolve it immediately. If the matter has not been resolved to your satisfaction, you can:

- call our Customer Complaints number 1800 805 605 from Australia or +61 2 9687 0756 from overseas (8am-6pm, Monday to Friday, Sydney / Melbourne time). When calling from overseas using your mobile, standard roaming charges may apply. To avoid roaming charges, call the international operator in the country you are in from a land line and provide them our number.
- fill in our online feedback form at: **commbank.com.au/feedback**
- write to (no need to use a stamp):

  CBA Group Customer Relations
  Commonwealth Bank
  Reply Paid 41
  Sydney NSW 2001

We will keep you informed on the progress of any complaint.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Visit the AFCA website **www.afca.org.au**

You can contact AFCA by:

Email: **info@afca.org.au**

Telephone: 1800 931 678

Writing to: **Australian Financial Complaints Authority**
GPO Box 3
Melbourne VIC 3001

13. Changing the service or these terms

a. Changes you can request

You cannot amend, modify, change or vary the provisions of this Agreement unless you make a request in writing, and we accept it.

b. Changes we can make

Acting reasonably, and to protect our legitimate interests, we may vary or change this Agreement by giving you notice of each variation as set out in clause 13(c). Without limiting our reasons for making changes, we may do this to ensure the terms are reasonable and appropriate for CommBiz and other services we offer through CommBiz as they evolve over time.

c. Giving you notice about changes

Our obligation to give you advance notice as specified below does not apply if:

- doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk, or your or our Loss,
- a change is required to immediately restore or maintain the security of a system or an individual facility, including the prevention of systemic or individual criminal activity, including fraud and scams, or to otherwise manage a material and immediate risk, or
- there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service. Where this occurs, 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 it if the government publicises the introduction or change).

In other cases, the amount and method of notice we give for changes are as follows:

Change	Minimum number of days' notice	Method of notice
Introduce or increase a fee or charge in relation to your use of CommBiz	30 days	Via notification in the CommBiz platform (and letting you know that the notification is available in writing addressed to you*), by advertisement in the national or local media or in writing addressed to you* unless we cannot locate you.
Increase your liability for Losses relating to your use of CommBiz	30 days	Via notification in the CommBiz platform (and letting you know that the notification is available in writing addressed to you*), by advertisement in the national or local media or in writing addressed to you* unless we cannot locate you.
Any other change that we believe to be unfavourable to you	30 days	Via notification in the CommBiz platform (and letting you know that the notification is available in writing addressed to you*), by advertisement in the national or local media or in writing addressed to you* unless we cannot locate you.
Any other changes that we believe to not be unfavourable to you (including where we introduce new functions to CommBiz including CommBiz Mobile)	No later than the day on which the change takes effect	Via notification in the CommBiz platform (and letting you know that the notification is available in writing addressed to you*), by advertisement in the national or local media or in writing addressed to you* unless we cannot locate you.

*Notices in writing may be provided electronically – see clause 11.

Please note that Cut-Off Times and foreign currency exchange rates may change from time to time. We recommend that you and your Users check these regularly as you may not be notified of changes to these matters.

14. Other terms

a. Limitations on your rights and use of CommBiz

You must not:

- transfer, sub-license or otherwise dispose of your rights to CommBiz without our written consent, or
- disclose, display or otherwise make CommBiz available to any other person (other than Users or Authorisers) without our consent.

You may not assign your rights and obligations under this Agreement without our written consent.

b. Waiving rights

No delay, neglect or forbearance by either party in enforcing its rights or any provision of this Agreement against the other party is considered a waiver or in any way prejudices any right of either party, unless expressly stated in writing.

c. Severability

If any part of this Agreement is void, voidable or unenforceable then that part is severed from this Agreement and the remainder of this Agreement will continue to be enforceable.

d. Government duties, fees and charges

You must pay all Government duties, taxes, fees and charges which arise from this Agreement and the rights it gives you.

e. Consent

Whenever you ask for our consent, we will only refuse if it is reasonable to do so and, if we consent, we may impose reasonable conditions with which you must comply.

f. Governing law

This Agreement is to be governed and construed in accordance with the law of the State of New South Wales and you and us agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

g. Providing you with copies of documents

You may ask us for copies of documents in relation to this Agreement. We may charge you a reasonable fee for providing you with a copy of a document. However, we may waive or refund this fee at our discretion.

h. Property rights

You acknowledge that:

- you do not obtain any Intellectual Property rights whatsoever used or embodied in or in connection with CommBiz, CommBiz Mobile and associated products and services, and
- if new inventions, designs or processes evolve in performance of or as a result of this Agreement, these also shall be our property unless we agree otherwise in writing.

We or our suppliers at all times own:

- the Digital Certificates,
- the logos, designs, trademarks, service marks, names and symbols associated with CommBiz tokens and that are provided to you to use CommBiz tokens, and
- any specifications, documents and Intellectual Property provided to you to use and access CommBiz, CommBiz Mobile and CommBiz tokens.

You are granted a non-exclusive, non-transferrable licence to use the instructions specifications, documents and Intellectual Property provided to you to use and access CommBiz Mobile and CommBiz tokens as set out in this Agreement.

You must not use, modify, copy, develop, enhance, reproduce, distribute, transmit, perform, display or otherwise deal with Intellectual Property for any purpose other than to use and access CommBiz including use of CommBiz Mobile and CommBiz tokens in accordance with this Agreement. You must not act fraudulently or maliciously in relation to CommBiz, CommBiz Mobile, CommBiz tokens or CommBiz related software. You must not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into your mobile device, CommBiz Mobile, CommBiz tokens or CommBiz related software.

15. Meaning of words

Account	An Eligible Product that you have linked with CommBiz.
Administrator	Each person listed in the Establishment Form as an Administrator, or who you subsequently appoint as an Administrator in the form we require, until you notify us in writing or via CommBiz that their authority has been revoked.
Agreement	This document along with the terms of your Establishment Form.
APCA ID	A unique identifier for organisations and individuals participating in the direct entry system, BECS.
Authoriser	Each User authorised under the Electronic Account Authority to operate on (that is, transact on) one or more of your Accounts using CommBiz.
Automated Agent	Any software, script, bot, automated tool, agentic AI model (including large language models), and any provider of those tools or services that acts for a User or at a User's instruction, whether partially or fully, to access or use CommBiz.
Automated User ID	A system-assigned identifier associated with an individual User for CommBiz Automated interactions.
Banking Code	The Banking Code of Practice that is owned and published by the Australian Banking Association.
Batch Entry	A method of making BPAY Payments to one or more Billers by compiling and transmitting a computer file to us which contains payer directions.
BECS	Has the same meaning as Bulk Electronic Clearing System.
Biller	A business that has agreed with a financial institution that payments to them may be paid through the BPAY Scheme.
Biller Code	A unique numerical identifier assigned to a Biller that enables customers to make payments to that organisation using the BPAY system.
BPAY	BPAY Pty Limited ABN 69 079 137 518.
BPAY Payment	A type of payment as described in clause 7(a).
BPAY Scheme	The electronic payments scheme operated by BPAY through which payments can be made to Billers.
BSB	A BSB is a six-digit number used to identify the individual branch of an Australian bank or financial institution. BSB is an abbreviation of Bank State Branch.
Bulk Electronic Clearing System	The Bulk Electronic Clearing System administered by Australian Payments Network Limited.
Business Day	A day other than Saturday, Sunday, or a public holiday or bank holiday, in the place in which the relevant act is to be done or may be done, except in relation to the processing of a: • Direct Credit, GDES, Direct Debit: when it means any day other than a Saturday, Sunday or an Australian national holiday, • BPAY Payment, Priority Payment: when it means any day other than a Saturday, Sunday or any other day that is not a public or bank holiday in both New South Wales and Victoria (regardless of whether that day is a holiday in any other State or Territory), • International Payment or CommBiz Activity Statement: when it means any day other than a Saturday, Sunday or public or bank holiday in New South Wales (regardless of whether that day is a holiday in any other State or Territory). International Payments may also be subject to holidays in jurisdictions for the relevant currency (for example, payments in USD are unable to be made on 4 July).
CDR	Has the same meaning as Consumer Data Right.
CommBank Account	An Account that is held with CommBank.

CommBiz	CommBiz is an online banking service that allows business customers to manage their finances, including making payments and accessing account information. References to 'CommBiz' includes functionality however accessed, including through CommBiz Mobile and CommBiz Automated.
CommBiz Activity Statement	The billing summary created as set out in clause 2(a), accessible in CommBiz which provides transactional billing details for CommBiz fees and charges.
CommBiz Automated	The optional functionality described in clause 16.
CommBiz Mobile	Your and Users' access to CommBiz (other than Daily IQ) through an application/app on your or a User's eligible mobile device.
CommBiz Service	An instance of CommBiz as associated with a service ID.
Consequential Loss	Any special, indirect, incidental or consequential Loss, including without limitation (a) economic Losses (for example loss or corruption of data, loss of revenues, profits, contracts, use, opportunity, business or anticipated savings); (b) loss of goodwill or reputation; and (c) Loss or damage which was not reasonably foreseeable.
Consumer Data Right	The statutory right established under Part IVD of the Competition and Consumer Act 2010 and governed by the Competition and Consumer (Consumer Data Right) Rules 2020.
Customer Reference Number	The numerical identification code assigned by a BPAY Biller to a customer to facilitate the making and reconciliation of payments to that Biller.
Cut-Off Time	The time by which a Valid Payment Instrument must be received to be processed that day as set out on the CommBank website at **commbank.com.au/cut-off-times**.
Data Sharing Delegates	A User with the permissions described in clause 1(d).
DDR	Direct Debit Request, which is an agreement between a person and a service provider / merchant to direct debit the person's account.
Digital Certificate	A file or electronic password that proves the authenticity of a device, server, or user through the use of cryptography.
Direct Credit	A type of payment as described in clause 7(a).
Direct Debit	A type of payment as described in clause 7(a).
Direct Debit User	The person or business approved to collect payments as a direct entry user by CommBank and referred to as a 'Debit User' in our Receivables Terms and Conditions.
Electronic Account Authority	The authorisation rules set up for each Account that define: • who can authorise payments, • how many Authorisers are required, and • any limits that apply.
Electronic Banking	A range of banking services that utilise electronic equipment including telephone, CommBiz, CommBiz Mobile, NetBank, the CommBank app, ATMs, debit and credit cards, BPAY, EFTPOS and automated funds transfers. It also includes security features, such as NetCode, tokens and token passwords/passcodes, which can be used with these and other services for making payments securely.
Eligible Product	Any product, account or other facility that we allow to be linked with CommBiz.
End Client	The end-payers (if any) on behalf of whom you make BPAY Batch Payments.
Enterprise Resource Planning	Software used by a company to manage key parts of operations including accounting and resource management.
ERP	Has the same meaning as Enterprise Resource Planning.
Establishment Form	Any form provided by us and completed and signed or otherwise accepted by you to be granted access to CommBiz for an Eligible Product, which has been accepted by us (this may not be called an 'Establishment Form'). You will need to sign or accept an Establishment Form, and have it accepted by us, for each Eligible Product that you request under this Agreement. For the avoidance of doubt, when we refer to a 'form' in this definition, we include an online or digital registration process and the information provided and terms accepted as part of that registration process.

Fast Payment	A type of payment as described in clause 7(a).
Fees Account	The account nominated by you (subject to clause 2(c)) for debiting fees that you must pay in connection with the use of CommBiz, and includes any overdraft or other credit facility related to that account.
Foreign Currency Account	An account which allows customers to hold the balance of their account in a foreign currency, and make payments in that currency using International Payments.
Foreign Currency Payment	A type of International Payment as described in clause 7(a).
GDES	A type of payment as described in clause 7(a).
Group	The Commonwealth Bank group.
Harmful Code	Any form of harmful surreptitious code or instruction, including, but not limited to, viruses, bugs, trojan horses, spyware or adware.
High Value Clearing System	The systems and procedures for the purpose of facilitating the exchange of payments among framework participants, as administered by the Australian Payments Network.
Indemnified Person	A person who has the benefit of the indemnity under clause 10(e).
Intellectual Property	Any logos, trademarks, marks, copyright, patents, designs, trade secrets, know-how, confidential information and circuit layouts that are incorporated in a token or are provided to you to use in connection with CommBiz.
International Payments	A type of payment as described in clause 7(a).
Loss	Any losses, liabilities, damages, costs, charges or expenses (including reasonable lawyers' fees and expenses), and fines and penalties, however arising including, without limitation, any Consequential Loss. Losses has a corresponding meaning. Without limiting anything else that may constitute Loss, Loss includes: • negative interest owed, • administrative costs, and • costs of sale or purchase of any transactions or deal put in place to meet our obligations under this Agreement.
Maintenance Request	A request (identified in the CommBiz experience as a 'maintenance request') to change the way a CommBiz Service operates, which may include: • adding an Account to be accessed through the CommBiz Service, and • adding or changing any Electronic Account Authority.
Mandate Management Service	A central, secure database operated by NPP Australia Limited where PayTo Payment Agreements are stored and managed.
Material	Any form of material, including software, documents, reports, data, information, logos, designs, trademarks, service marks, names and symbols.
Means of Authentication	The encryption keys and other information or methods that you or your Users hold, or generated or that were advised by you or your Users, which we use to authenticate the identity of your Systems and/or Users, to enable you or your Users to access CommBiz (including CommBiz Mobile), which may include (but is not limited to): • a private key, • a logon identity, password/passcode, key encryption number, token password/passcode (including any personal identification number (PIN) code used to generate a token password/passcode), and any tokens or devices, or • a file or electronic password that proves the authenticity of a device, server, or user through the use of cryptography.
Migrated DDR Mandate	Existing Direct Debit arrangement which has been converted into a PayTo Payment Agreement, in order to process payments under those arrangements via the NPP rather than BECS.
Minimum Security Requirement	Any requirement set out in clauses 3(b), 18(b), 18(c), and 18(d).
MMS	Has the same meaning as Mandate Management Service.

NameCheck	The technology we may use when you make a payment using a BSB and account number to: • give you a view on the likelihood that the account name you enter matches the account, and • prompt you to take further steps to ensure you are paying the intended recipient. NameCheck does not confirm that the name actually matches the account.
New Payments Platform	The New Payments Platform operated by NPP Australia Limited.
Non CBA Payment Request	Payment initiated on another financial institution using Swift messaging MT101.
NPP	Has the same meaning as New Payments Platform.
Organisation ID	An identifier for Business PayID registration that includes the company/organisation name.
PayID	An identifier you can register to receive payments, by linking your bank account to a memorable piece of information, such as your phone number, email address, ABN, ACN or Organisation ID. PayID is an account identifier that can be used to send or address Fast Payments via NPP, without the need to remember BSB and account numbers.
Payment Initiator	An approved payment service provider for PayTo who, whether acting on behalf of you or a merchant, is authorised by you to initiate payments from your account.
Payment Instruction	An instruction given to us to access a Payment Type to make or receive one or more payments using CommBiz.
Payment Type	A payment type described in clause 7(a).
PayTo	The service which enables us to process NPP payments from your account in accordance with and on the terms set out in a PayTo Payment Agreement you have established with a merchant or Payment Initiator that subscribes to the service. PayTo is a registered trademark of NPP Australia Limited.
PayTo Payment Agreement	An agreement established by either you and/or an approved merchant or Payment Initiator, by which you authorise us to make payments from your account.
Priority Payment	A type of payment as described in clause 7(a).
Privacy Collection Notice	The "Privacy Collection Notice – CommBiz" at the beginning of this document, immediately after the cover page.
Proscribed Person	A person who we believe on reasonable grounds to be one or more of the following (a) a sanctioned person under any jurisdiction; (b) to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism or sanctions or other offences; (c) to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction or resident in any comprehensively sanctioned country; or (d) to act on behalf, or for the benefit of, or associated with, a person listed in subclauses (a) – (c).
Remittance Advice	This is a letter sent by a customer to a supplier to inform the supplier that their invoice has been paid.
Service Delegate	A person who is nominated by you to electronically authorise Maintenance Requests and Service Requests.
Service Request	Your request to initiate or authorise service activity on your Accounts which would traditionally require branch or banker assistance, including account address changes, managing cheque books, stop cheques, manage statements, notices and term deposits.
Swift	Is an acronym for the Society for Worldwide Interbank Financial Telecommunications. It may also be referred to as a BIC code (Bank Identifier Code). You will need a Swift or BIC code to receive an international wire transfer into your Account.
Systems	The computer hardware, mobile device (including a mobile phone or tablet), software, data, data storage, and network or other connections that you and your Users use to (i) interface with or use CommBiz (including CommBiz Mobile or ERP) or an Account (ii) generate any instruction, request or other message that you give to us to perform a transaction or function, (iii) receive any other information, notification or message from us.

Third Party Account	An account, owned by another person or an entity that is not: • the same legal entity as you, or • a subsidiary of yours, or • if you are a subsidiary of a parent company, the parent company or another subsidiary of that parent company.
Trans-Tasman	Australian based clients can use Trans-Tasman functionality provided in CommBiz to access a complete view of ASB Bank Limited (ASB) and CommBank accounts, move money and report funds between Trans-Tasman companies and subsidiaries and make New Zealand domestic payments to staff and suppliers as set out in clause 19.
Transfer	A type of payment as described in clause 7(a).
Unacceptable Use	Conduct that is defined in clause 4.
User	A person who has been given authority by you or your Administrator as outlined in clause 1 to access and use CommBiz and (for the avoidance of doubt) includes Administrators, Service Delegates and Data Sharing Delegates.
Valid Payment Instruction	A Payment Instruction described in clause 6(c).
We, our, ours, us, CBA, CommBank	Commonwealth Bank of Australia ABN 48 123 123 124.
You, your, yours	The customer who completed the Establishment Form, the customer's executors, administrators, assigns and any agent appointed by the customer from time to time.

Interpretation

In this Agreement:

- words imparting any gender include each other gender,
- the word person includes a firm, a body corporate, an unincorporated association or partnership,
- the singular includes the plural and vice versa,
- where one or more customers are parties to this Agreement, the expression "you", "your", "yours" shall include each or any of them,
- where one or more persons are parties to this Agreement each person shall be bound jointly and severally by the terms of this Agreement, and
- headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this Agreement.

Optional functionality

16. CommBiz Automated

a. What is CommBiz Automated?

CommBiz Automated allows you to connect directly with CommBank through your ERP software to provide Payment Instruction files which instruct us to make payments from your Accounts. CommBiz Automated supports the delivery of your reporting requirements.

b. Approval to use CommBiz Automated and cancelling CommBiz Automated

Eligible CommBiz customers can apply for CommBiz Automated and its availability is subject to approval by us. You can apply for either:

- manual authorisation, or
- automated authorisation.

You can cancel CommBiz Automated by contacting the CommBiz Helpdesk. We may require you to make the request in writing.

c. Application of these CommBiz Automated terms and conditions

The terms and conditions in this clause 16 apply to your use of CommBiz Automated from when we communicate that you have been approved for CommBiz Automated.

d. Manual authorisation

Manual authorisation is the default state for CommBiz Automated where Payment Instructions are sent from your ERP software and received in CommBiz for manual authorisation.

If you use manual authorisation, you agree that any automated files authorised in accordance with the Electronic Account Authority are 'approved for processing'.

e. Automated authorisation

Automated authorisation enables Payment Instructions to be imported, approved and released for processing without the need for further manual authorisation in CommBiz by your Users.

If you use automated authorisation:

- an Automated User ID is created and linked to the identified User, and
- by submitting your Payment Instruction for automated authorisation using an Automated User ID, you agree that they will automatically be treated as authorised by you and will be automatically processed.

Using automated authorisation, it is your responsibility to regularly review the validity and currency of your Users and the information that is linked to the Automated User ID.

There is no additional security monitoring of transactions submitted by automated authorisation.

f. Requirements for different Payment Types

If you use CommBiz Automated to give us Payment Instructions, the terms and conditions that apply to the Payment Types application to the Payment Instruction will also apply.

If you use automated authorisation to process an International Payment, you will not be able to see the exchange rates used before your Payment Instruction is processed and you accept the prevailing exchange rate as determined by us as applying at the time of processing your International Payment.

17. Daily IQ/Insights

Daily IQ will progressively be replaced by Insights

Daily IQ and Insights is a business intelligence toolkit that CommBiz customers with eligible Accounts can access. It is not available for all account types or customers.

Daily IQ and Insights uses your daily transaction data to draw automated insights on your business and customers that you may find valuable. It is for general informational purposes only and not intended to be financial, accounting or other professional advice. While we use reasonable endeavours to present accurate information, we do not guarantee its accuracy.

All information presented in Daily IQ and Insights is confidential and must not be disclosed without our consent to any third parties. Unless otherwise specified, Daily IQ, Insights and all information generated using Daily IQ or Insights are copyrighted to us.

18. CommBiz Mobile

What is CommBiz Mobile?

CommBiz Mobile is a business banking app that allows your Users to access CommBiz on eligible mobile devices. The types of eligible mobile devices may vary from time to time and are listed on our website.

CommBiz Mobile does not have all of the functionality that is available through CommBiz. For example, we set restrictions on the types of payments, other transactions and instructions which can be authorised through CommBiz Mobile.

Application of these CommBiz Mobile terms

This clause 18 applies to the use of CommBiz Mobile in addition to all other relevant terms and conditions of this Agreement. Please note that clauses 18(b), (c) and (d) are Minimum Security Requirements.

a. Who has access?

Users will only have access to CommBiz Mobile if it is enabled for your CommBiz Service. This can be done during establishment or by an Administrator. Once enabled, all eligible Users will have access to CommBiz Mobile. Please see the CommBank website for eligibility criteria.

If any User is locked out from CommBiz by us for any reason (for example, if a User has made too many unsuccessful attempts to input their Means of Authentication) the User will be unable to access CommBiz Mobile until their Means of Authentication is reinstated.

b. Downloading CommBiz Mobile

Users must only download and update CommBiz Mobile from the CommBank website or the official Apple or Google app store. We are not responsible for any versions of CommBiz Mobile software that are downloaded from unauthorised sources (including those that purport to be provided by us).

c. Updating CommBiz Mobile

We may, from time to time, update the software needed to use CommBiz Mobile (for example to enhance security or to provide additional features). We may require Users to download the latest software to their mobile device before they can continue to use CommBiz Mobile. We may prevent any User from using CommBiz Mobile if we reasonably believe the software lockdown on the mobile device has been overridden (for example, unauthorised changes to the operating system or CommBiz Mobile software).

d. Protecting your device

Users must not leave mobile devices with CommBiz unattended and left logged into CommBiz Mobile. Users must lock their mobile device using a password known only to the User and take any other steps reasonably necessary to stop unauthorised use of CommBiz Mobile.

19. ASB Trans-Tasman functionality

Trans-Tasman functionality allows you to use CommBiz or CommBiz Automated to carry out transaction banking on your linked ASB Bank Limited accounts. For your linked ASB Accounts you can:

- view balance and transaction history, account statements, and
- make New Zealand domestic payments to staff and suppliers using:
  - automated file delivery or manual file upload using MT9 via your ERP using CommBiz Automated,
  - Non CBA Payment Requests for MT101 messages via Swift.

ASB account and transaction fees may apply. Contact ASB for details.