



Interpretation: This agreement is between the Biller Institution and Biller identified below. This agreement must be read in conjunction with the Biller Operations Manual attached to this agreement (Operations Manual). At the end of the Operations Manual the meaning of some of the terms used in this agreement is explained. The meaning of other terms used in this agreement is explained in clause 13 Definitions and interpretation.

Biller Institution(we, our, us)

National Australia Bank Limited ABN 12 004 044 937
800 Bourke Street, Docklands, Victoria 3008
Attention: Product Manager BPAY

Please complete Application form in full in black or blue pen using CAPITAL LETTERS and where appropriate.

Schedule 1 – Application Form

Item 1: Participating Biller (“you”, “your”)

Biller full name

ABN

--	--

Address of registered office

--

State

Postcode

Who would you like NAB to contact for any matters in relation to your biller code.

Attention

--

Mailing address

--

State

Postcode

Contact phone number

Email address

()	
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Item 2: Biller Code

To be confirmed by NAB upon successful application.

If you already have one with another financial institution, please also complete the BPAY: Transfer of Sponsorship form.

This agreement will not be effective until we have notified you of, or confirmed, your Biller Code upon successful completion of your application.

Item 3: Nominated Accounts

The account or accounts you maintain with us for the purpose of crediting all amounts contemplated by this agreement and the Operations Manual (including Payments, Adjustments and fees).

Receive Bpay payments

Financial Institution name

National Australia Bank

Account name

--

BSB number

Account number

--	--

Fees and charges (as detailed in Schedule 2).

Same account as above

Financial Institution name

National Australia Bank

Account name

--

BSB number

Account number

--	--

Item 4: Payment Methods and Limits

Select the payment types you will offer to your customers.

Tick appropriate box/es

Please tick one box.

Chq or savings accounts only (Debit) Chq, savings or credit card accounts (Debit & Credit)

Select the minimum and maximum payment amounts you wish to be able to accept per invoice from your customers. If you leave this section blank, the default values will be Minimum: \$1.00 and Maximum: \$99,999.

Minimum

\$

Maximum

\$

Item 5: Reporting

Please select how you would like to receive your reporting. Refer to the BPAY User Guide for more information on your options.

Please select at least one

NAB Connect Direct Link NAB Transact

Item 6: Biller Long and Short Names

Biller Long Name (Maximum 50 characters. This is the name that your customers will see on their internet banking)

Biller Short Name (Maximum 20 characters. This is the name your customers will see on their bank statement against their payment)

Item 7: Check Digit Routine

This is the routine that you select to use to generate your customer reference numbers. Once you have been established you must notify NAB if you wish to change this otherwise your customers will not be able to pay you. Refer to the BPAY User Guide and Operations Manual for more information.

Mod 10 Version 1 vCRN iCRN (AMOUNT) iCRN (DATE) iCRN (AMOUNT & DATE)

Other – if you wish to use a different Check Digit Routine, please specify the routine here. Check with your implementation officer to ensure that the routine can be accepted by the BPAY Scheme.

Item 8: Customer Reference Number (CRN) Length

You can tell us what length or lengths your CRN's will be, the CRN length includes the Check Digit and is numeric only. Once you have been established you must notify NAB if you wish to change this otherwise your customers will not be able to pay you. Refer to the BPAY User Guide and Operations Manual for more information.

Please select one or more.

2 3 4 5 6 7 8 9 10 11
 12 13 14 15 16 17 18 19 20

Item 9: Sample CRN's

Now that you have nominated your Check Digit Routine and CRN Length, please provide us with 6 sample CRN's. NAB will test these CRN's under your preferred setup to ensure that there are no problems when your customers make BPAY payments to you.

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Please note that NAB will request additional CRN samples if you have selected more than one CRN length.

Schedule 2 – Fees and charges

Establishment Fee

All fees and charges are GST inclusive.

\$99.00 per Biller Code.

The establishment fee will be automatically debited from the Nominated Account upon execution of this agreement.

Transaction Fees and Frequency

Debit account \$0.88 per transaction.

Credit card account \$0.88 per transaction.

Transaction fees apply to Payment and Error Correction transactions only. Transaction fees do not apply to reversal transactions. Transaction fees will be automatically debited from the Biller's Nominated Account on the last banking business day of each month.

Customer Reference Number Routine Customisation Fee

\$

For Biller's with a non standard Customer Reference Number routine, a customisation fee may apply. Where applicable, the above customisation fee will be debited from the Biller's Nominated Account upon execution of this agreement.

Execution page

Signed by

✗

Full name of authorised representative (BLOCK LETTERS)

Signature of authorised representative

as authorised representative for National Australia Bank Limited in the presence of:

Signature of witness

✗

Position (BLOCK LETTERS)

Date

/ /

Executed by – Company or Individuals

If you are a company, this Application form must be signed by either two directors or a director and secretary, unless you are a single director and shareholder company, in which case it must be signed by that single director. Two duly authorised officers can sign in place of two directors, or a director and a secretary. A written delegated authority must be supplied in this case.

Please enter the name and title of the signatories.

Full name

Full name

Signature of authorised representative

✗

Signature of authorised representative

✗

Position (BLOCK LETTERS)

Position (BLOCK LETTERS)

Date

/ /

Date

/ /

Terms

1. Offer to facilitate participation in BPAY Payments

We are a member of the BPAY Scheme. You want to receive payments from your customers through BPAY Payments using the Payment Methods.

We offer to facilitate your participation in BPAY Payments on the terms set out in this offer.

2. How you accept

You may accept our offer by signing the attached copy of this document and returning it to us. When you do this an agreement between you and us is formed ("this **agreement**").

3. Authority

You authorise us to:

- (a) accept Payments from your customers made using the Payment Methods; and
- (b) credit and debit to your Nominated Account all amounts contemplated by this agreement and the Operations Manual.

4. Our obligations

We agree to comply with our obligations under BPAY Payments and under the Operations Manual as a "Payer Institution" and a "Biller Institution" (and exercise reasonable skill and care in doing so).

5. Operations Manual

5.1 Compliance with Operations Manual

You:

- (a) acknowledge that, before entering into this agreement, you have received a copy of the Operations Manual;
- (b) agree to perform all your obligations as a participating biller as set out in the Operations Manual and otherwise comply with the terms of the Operations Manual; and
- (c) give the representations and warranties and make the acknowledgements set out in the Operations Manual.

5.2 Inconsistencies

To the extent of any inconsistencies, this agreement prevails over the Operations Manual.

6. Indemnity

6.1 Subject to the other party's compliance with clause 6.2, each party ("**Indemnifying Party**") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("**Liability**") which the other party may suffer or incur or for which the other party may become liable as a result of:

- (a) any negligence, misrepresentation or fraud on the part of the Indemnifying Party, its employees, agents and independent contractors with respect to the performance of its obligations or the exercise of any of its rights under this agreement;
 - (b) any claim by a Payer, Biller Institution, Payer Institution, the CIP, BPAY or any other person for any breach by the Indemnifying Party of any applicable laws;
 - (c) the failure of the Indemnifying Party to observe any of its obligations under this agreement; or
 - (d) any use of the Marks by the Indemnifying Party other than as permitted by this agreement;
- except to the extent that such Liability arises or is incurred by the other party by reason of any act or omission on its part mentioned in clause 6.1(a) to (d) (inclusive).

6.2 If a claim is made against a party in respect of which it is entitled to be indemnified pursuant to clause 6.1, that party must:

- (a) give notice of the claim to the other party;
- (b) consult with the other party in relation to the claim and to use its best endeavours to appoint counsel acceptable to both parties but without an obligation to do so; and
- (c) not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.

6.3 We are not liable to you for any loss or damage suffered by you as a result of:

- (a) a missing or erroneous payment;
- (b) the failure or disruption of any process or computer beyond our reasonable control, unless the loss or damage results from a breach of a condition or warranty implied by law which we may not exclude, restrict or modify at all or only to a limited extent.

6.4 For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.

6.5 Our liability for breach of a condition or warranty implied by law which we may not exclude or restrict is limited where permitted by law to, at our discretion, either supplying the service again or paying the cost of the re-supply.

7. Termination

7.1 Voluntary termination

Either party may terminate this agreement by giving the other party 90 days' written notice of termination.

7.2 Termination on default

Default occurs if:

- (a) either party does something they agree not to do under this agreement or doesn't do something they agree to do under this agreement and (if remediable) does not remedy that default within 3 Banking

Business Days after notice of the default is given by the non-defaulting party; or

- (b) a party suspects on reasonable grounds that the other party has committed or will commit a fraudulent act in connection with the BPAY Scheme; or
- (c) an adverse change occurs in your business, assets or financial condition.

If a party is in default, the other party may terminate this agreement by notice either with immediate effect or with effect from the date set out in the notice.

7.3 Automatic termination

This agreement terminates immediately if we cease to be a member of the BPAY Scheme.

7.4 Consequences of termination

On termination of this agreement, you must:

- (a) immediately advise your customers that they can no longer give Payer Directions;
- (b) continue to maintain a Nominated Account and promptly process Biller Information Files and otherwise comply with your obligations in the Operations Manual for a period of 60 Banking Business Days after termination.

This clause survives termination of this agreement. Termination does not affect either party's rights accrued and obligations incurred before termination.

Also see the Operations Manual for other obligations on termination.

8. Fees and charges

8.1 You must:

- (a) pay us the fees specified in the Details; and
- (b) pay or reimburse us for all stamp duties and any other government charges, duties or tax incurred or payable by us in performing our obligations under this agreement.

8.2 We may vary the fees specified in the Details by giving you prior written notice of the change.

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

8.4 Despite any other provision of this agreement:

- (a) if a goods and services tax or any similar tax imposed in Australia ("GST") applies to any supply made in connection with this agreement, we may, in addition to any amount or consideration payable in this agreement, recover from you an additional amount on account of GST, calculated by multiplying the relevant amount or consideration payable by you for the relevant supply by the prevailing GST rate; and
- (b) without limiting the generality of clause 8.4(a), if we are not entitled to an input tax credit in respect of the amount of any GST charged to or recovered from

us by any person, or payable us, or in respect of any amount which is recovered from us by way of reimbursement of GST referable directly (or indirectly) to any supply made in connection with this agreement, we may increase any amount or consideration payable by you on account of such input tax and recover from you the amount of any such increase.

Any additional amount on account of GST or on account of an amount for which we are not entitled to an input tax credit, recoverable from you pursuant to clause 8.4(a) or clause 8.4(b) will be calculated without any deduction or set off of any other amount and is payable by you on demand by us whether such demand is by means of an invoice or otherwise.

9. No dealings

You must not assign or otherwise deal with your rights under this agreement without our prior written consent.

10. Variation

Any term of this agreement (including any fee payable by you to us) and any term of the Operations Manual may be amended by written notice from us to you. The amendments take effect from the date specified in the notice.

11. Notices

11.1 All communications under this agreement must be in writing and must be left at the address or sent by prepaid ordinary post to the address set out in the "Details" section of this agreement or sent by email to the email address last advised or such other address or email address as notified by one party to the other from time to time.

11.2 Any communication given to a party is deemed to be received by that party:

- (a) if left at the party's address, when delivered;
- (b) if sent by prepaid ordinary post, on the third (seventh, if posted to or from a place outside Australia) Banking Business Day after posting; and
- (c) if sent by email, within 12 hours of sending the email, provided that the sender has keyed in the correct email address (as advised by the recipient to the sender under 12.1) and has not been informed, by way of an email alert, that the message has failed to reach its intended destination.

12. Governing law

This agreement is governed by the law in force in New South Wales.

13. Definitions and interpretation

13.1 The following words have these meanings in this agreement unless the contrary intention appears.

Bill Code means the unique numbered code for you as a participating biller, or the codes for each product or service offered by you as a participating biller (as the case may be), as specified in the 'Details' section of this agreement or as notified to you, and as varied or replaced from time to time.

Nominated Account means the account or accounts you maintain with us for the purpose of crediting all amounts contemplated by this agreement and the Operations Manual (including Payments, Adjustments and fees). The Nominated Account includes the account or accounts specified in the "Details" section of this agreement and such other accounts in addition to or in substitution for those specified in the Details, which are notified in writing to us from time to time.

we, our or **us** means the Biller Institution specified in the "Details" section of this agreement.

you or **your** means the Biller specified in the "Details" section of this agreement.

13.2 Interpretation

This agreement comprises the Details, these Terms and the Operations Manual attached to this agreement (as amended or replaced from time to time). Capitalised terms used but not defined in the Details or the Terms have the meaning given in the Operations Manual. In this agreement:

- (a) the word person includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency;
- (b) a reference to a particular person includes a reference to the person's employees, executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (c) the singular includes the plural and vice versa;
- (d) headings appear for convenience and do not affect interpretation;
- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (f) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (g) time is a reference to Sydney time;
- (h) a reference to amendment of any document includes removal, replacement, substitution and variation of that document or any part or provision of it and a reference to "amend" or to any other grammatical form of that word has a corresponding meaning;
- (i) a reference to a clause or schedule is a reference to a clause in or schedule to this agreement;
- (j) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (k) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually and an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (l) a group of persons or things is a reference to any two or more of them jointly and to each of them individually; and
- (m) the words "include" "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

BPAY PAYMENTS

Billers Operations Manual (short form)



This document sets out additional terms you and we (as your Biller Institution) agree to comply with when you enter into your Biller Agreement. It needs to be read together with your Biller Agreement.

The BPAY Rules bind all financial institutions that participate in the BPAY Scheme. Among other things, the regime regulating Adjustments is set out in detail in the BPAY Rules. If you would like more details about this regime, you should contact us and we will provide you with a copy of the Biller Operations Manual (BPAY Payments).

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1 Your general obligations

You must:

- **(give information)** give us all information we ask for in connection with your Biller Agreement and notify us if any of that information is or becomes incorrect and give us the correct information;
- **(maintain the Nominated Account)** establish and maintain an account with us for the purpose of debiting and crediting BPAY Payments (this is called your “Nominated Account”);
- **(comply with laws)** comply with all laws and industry codes in connection with your participation in BPAY Payments;
- **(maintain systems)** establish and maintain adequate procedures and systems for promptly receiving and procuring Biller Information Files and to generate sufficient records to allow transactions through the BPAY Scheme to be traced, checked and if an error occurs, to be identified and corrected in accordance with clause 3 (“Adjustments”);
- **(correctly credit or debit Payment Instructions)** correctly credit or debit the amount of each Payment Instruction recorded or Biller Information Files to each Payer;
- **(process Payments promptly)** do your best to ensure that Payments are processed promptly;
- **(treat Payments as being made on the Settlement Date)** treat Payments to you as being made on the applicable Settlement Date for each Payment;
- **(maintain errors and exchange policy)** establish and maintain a fair policy for correction of errors and exchange and return of goods and services if we become involved in putting through Error Corrections;
- **(unallocated Payments)** notify us if you are unable to apply Payments listed in a Biller Information File to accounts you maintain for your Payers for any reason and return, as soon as practicable all Payments which you are unable to correctly allocate to a Payer;
- **(further steps)** do everything reasonably necessary to assist us to accept Payments from your Payers using the Payment Methods and credit and debit to your Nominated Account all amounts contemplated by your Biller Agreement and these terms;
- **(no inconsistent instructions)** not give us any instruction which is inconsistent with your Biller Agreement or these terms. (We may ignore any inconsistent instruction.);

- **(other requirements)** comply with all other requirements we may notify you;
- **(no representations)** not make any representation, warranty or statement in respect of goods or services supplied which may bind us, **BPAY** or any other participant in the **BPAY** Scheme.

2 **BPAY Marks and Identity Standards**

Sub Licence to you

2.1 On entry into your Biller Agreement, we grant you a sub-licence to use the Marks (including the **BPAY** logo and name) for the purposes of advertising your participation in, and promotion of, **BPAY** Payments to your customers. This sub-licence terminates immediately on:

- termination or expiry of our right to sub-license use of the Marks; or
- termination or expiry of your Biller Agreement.

Restrictions on use of the BPAY Marks

2.2 You acknowledge that **BPAY** owns the Marks and agree that you must:

- use the Marks in accordance with the Identity Standards;
- only use a denotation or legend of trade mark registration or ownership in connection with any mark (other than the Marks) used in association with or on the same printed matter as the Marks, on the conditions that:
 - the use will not adversely affect the rights of **BPAY** in the Marks;
 - the specification for the use is notified in writing to us; and
 - we give our written approval;
- follow any reasonable request by us concerning use or control of the Marks (including any request to reprint the documents to ensure compliance with the Identity Standards or any request to give copies of any document you have provided to your customers relating to the **BPAY** Scheme);
- if we notify you that any use of the Marks is not in compliance with these terms, you must discontinue such use. (If you do not, we may immediately terminate your Biller Agreement.);
- inform your customers, in a manner which is not misleading, how they may use **BPAY** Payments. (In doing so, you may only use material we provide or approve or material prepared in accordance with the Identity Standards.);
- not use the Marks in any way that creates an impression that your goods or services are sponsored, produced, offered or sold by the owner of the Marks. For example, you must not use “**BPAY**” or any other Mark as part of your business name or apply it to any goods or services offered for sale;
- immediately notify us of any infringement or potential infringement of the Marks; and

- immediately notify us of any claims asserted or legal proceedings commenced against you which relate to the use of the Marks and keep us informed of all relevant developments.

2.3 You must:

- get our approval of the form of each invoice you propose using which uses the Marks;
- display the Marks on all billing stationery prominently and in accordance with the Identity Standards;
- always use the complete **BPAY** logo Mark design and not use any variations to the word Marks “**BPAY**” and the **BPAY** logo Mark designs in order to avoid a weakening of the distinctive character of these Marks. (However:
 - the word Mark “**BPAY**” may be used without the **BPAY** logo Mark design; and
 - the **BPAY** logo Mark design may be used without the word Mark “**BPAY**”);
- not use the term “**BPAY**” in the possessive or as an adjective (eg not use the terms “**BPAY’S** Payers” or “**BPAY** billers”); and
- include the Biller Code and the available payment methods when you include the Marks on an invoice.

Consent to use of your name and logo

2.4 You consent to the use of your name and main trading logo in lists of billers published by **BPAY** and by a Member.

Composite use of the Marks

2.5 You may use the Marks as illustrated in the Identity Standards:

- in a composite decal (ie a decal showing both the Marks and our or your logo or that of another scheme) if the Marks portion of such decal is no smaller than the portion occupied by any other logo; and
- in a composite advertisement or promotion in conjunction with the logos of other payment schemes, if the Marks portion of such advertisement or promotion is no smaller than the portion occupied by any other payment logo.

Initial explanation to customers

2.6 For a period of 6 months from the date you signed your Biller Agreement, you may include with each invoice information on how to use the **BPAY** Scheme featuring the Marks, in accordance with the Identity Standards.

Infringement

2.7 You bear all costs relating to your defence of any claim or legal proceedings made by a third party against you for alleged infringement of any rights held by the third party by reason of the use of the Marks by you and any damages payable to the third party.

2.8 However, we may at any time, by written notice to you, take over the defence of the claim or proceedings or may authorise **BPAY** to take over that defence. If that occurs:

- all costs relating to the defence by us or **BPAY** and all damages payable by you arising directly from the defence by us or **BPAY** is borne by us or **BPAY**; and
- you must give all reasonable assistance to us or **BPAY** to enable defence of the claim or proceedings.

Termination of your Biller Agreement

2.9 Immediately on termination of your Biller Agreement, you must:

- discontinue use of the Marks or any marks or terms substantially identical or deceptively similar to the Marks or the term “**BPAY**”;
- destroy all stationery containing the Marks; and
- ensure that invoices no longer include the Marks.

3 Adjustments

As with any system, problems may arise. Wrong Payment Instructions may be given or payments may be made which are mistaken, unauthorised or fraudulent. We will usually tell you if a Payment made to you is claimed to be a Mistaken Payment or an Unauthorised Payment. A Reversal or an Error Correction (called an “Adjustment”) may need to be made to correct these problems. An Adjustment may have to be made if:

- a Wrong Payment Instruction is given by the CIP or a Member. (A Reversal is made to correct this type of error.) If this happens, your Nominated Account may be debited;
- a Mistaken Payment, an Unauthorised Payment or a Fraudulent Payment is made or purported to be made by a Payer. (An Error Correction is made to correct these types of errors.)

This clause sets out your obligations relating to Adjustments.

The **BPAY** Rules set out the details of the regime for determining when an Adjustment should be made and who is ultimately liable for any unrecovered losses if an Adjustment cannot be made, or, in some circumstances, can only be made in part.

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

If you would like more details about this regime, you should contact us and we will provide you with a copy of the **Biller Operations Manual (BPAY Payments)**.

Your obligations

3.1 You:

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

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

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

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

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

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

Your knowledge of fraud

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

4 Breach or fraud by you

You acknowledge that if we suspect on reasonable grounds that you are in breach of your obligations under your Biller Agreement or are engaging in fraudulent activity, we may:

- update your status in the **BPAY** Scheme so that no transactions or services for you will be processed through the **BPAY** Scheme, until the Management Committee notifies us that it is satisfied that the allegations of breach or fraud have been cleared;
- notify the Management Committee and the CIP of that action; and
- take reasonable action to minimise further fraudulent or incorrect Payments being credited to your Nominated Account.

5 Acknowledgements and representations

Acknowledgements

- 5.1** You acknowledge that:

- Payer Directions received by a Payer Institution after its Payment Cut-Off Time will be processed on the next Banking Business Day;
- we are only liable to pay you the amount we actually receive in respect of a payment to you through **BPAY** Payments. If we have credited to your Nominated Account an amount in excess of the amount we actually receive, we may debit your Nominated Account with the shortfall by way of an Adjustment;
- delay might occur in the processing of Payment Instructions. This may happen because of public or bank holidays, Payer Directions received after the Payment Cut Off Time, another financial institution not complying with its obligations under the **BPAY** Scheme, or you failing to comply with your obligations your Biller Agreement or these terms. Any delay may continue for one day or longer.

Representations

- 5.2** You represent and warrant to us that all information you give to us in connection with your Biller Agreement is true and accurate.

6 Confidentiality

- 6.1** All information you obtain in connection with your Biller Agreement (including any technology or know-how related to the **BPAY** Scheme) is confidential and may not be disclosed or used other than for the purposes for which it is given. However, this does not apply if the information:

- is in the public domain or becomes generally known to the public other than through breach of your Biller Agreement or these terms or any other obligation of confidence owed by you;
- is known to the other party before you disclose it to them;
- is required to be disclosed by you or us under law;
- is included in a report prepared by **BPAY**, the Management Committee or the CIP for any reason relating to the **BPAY** Scheme; or
- you develop it independently in connection with your Biller Agreement.

- 6.2** You must comply with all privacy laws (including all principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to personal information) which bind:

- you; or
- us (as notified to you).

You must not do anything which will cause us or **BPAY** to breach those laws.

- 6.3** You consent to **BPAY**, the Management Committee or the CIP naming you in any report prepared by them for any reason in connection with the **BPAY** Scheme (including reports which may be circulated to all members of the **BPAY** Scheme). Whilst **BPAY**, the Management Committee or the CIP (as applicable) will exercise reasonable care in preparation of any report, you acknowledge that information in the report is not guaranteed as being accurate.

7 Disputes

If you dispute any thing that happens under the **BPAY** Scheme (including in connection with Mistaken Payments, Unauthorised Payments or Fraudulent Payments), you must first discuss it with us. We and the Payer Institution are obliged under the **BPAY** Rules to attempt to resolve the dispute through a dispute resolution process set out in the **BPAY** Rules.

8 Prompt performance

If these terms specify that a person must perform an obligation, they must perform it by the time specified. They must perform all other obligations promptly.

9 Meaning of words

Terms defined in your Biller Agreement have the same meaning in this guide. In addition, the following words have the following meanings:

Adjustment means an Error Correction or a Reversal, including relating to a transaction before the date of your Biller Agreement.

Banking Business Day means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

Biller means you as a participating biller, and any other person who has entered into an agreement with a Biller Institution on substantially similar terms to those in your Biller Agreement.

Biller Agreement means the agreement entered into between you and us (as your Biller Institution) which authorises you to act as a biller in the BPAY Scheme.

Biller Code means the unique numbered code specified as such in your Biller Agreement (as varied or replaced).

Biller Information File means a paper or electronic file produced by a Biller Institution for you as a biller on a Banking Business Day, containing details of Payment Instructions processed on that day.

Biller Institution means the financial institution named in your Biller Agreement and any other financial institution participating in the BPAY Scheme who has entered into an agreement with a Biller on substantially similar terms to those in your Biller Agreement.

BPAY means BPAY Pty Limited ABN 69 079 137 518.

BPAY Payments means the electronic payments service promoted by BPAY.

BPAY Scheme means BPAY Payments and any other enhancement of or addition to it introduced by BPAY.

BROP Rules means the BPAY Scheme Rules and Operating Procedures in force from time to time.

CIP means the central interchange processing entity for the BPAY Scheme.

Error Correction means a transaction to correct an error (other than a Wrong Instruction) and which is intended to result in:

- a credit to the account of a Payer to reimburse that Payer for an amount equal to an amount specified in:
 - a Mistaken Payment;
 - an Unauthorised Payment;
 - a Fraudulent Payment; and
- a corresponding debit to your Nominated Account, in some circumstances, a debit of part of that amount to your Nominated Account, if that account has been, or will be, credited with the amount of the original Payment Instruction giving rise to the need for the Error Correction; and

- a related advice being sent to that Biller notifying the Biller of the correction, or partial correction, of that error.

Fraudulent Payment means a Payment which has been induced by dishonest or fraudulent means and which the Payer requests be refunded. It includes cases where a Payer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller.

Identity Standards means the standards set out in the Identity Standards Schedule.

Management Committee means the management committee established by the constituent documents of BPAY.

Marks means the trade and service marks owned by BPAY from time to time including those set out in the Identity Standards.

Member means a financial institution participating in the BPAY Scheme in the capacity of a Payer Institution and/or Biller Institution and who has agreed to be bound by the BROP Rules.

Mistaken Payment means a Payment that is made, or not made, to a person or for an amount which is not in accordance with a Payer's instructions or contains an error in the instructions from the Payer. (However, if a Payer has advised the Payer Institution to make Payment for a lower amount than intended, the original Payer Direction remains and the Payer must give a further Payer Direction or effect payment through another means.)

Examples of Mistaken Payments are set out below:

Examples of Mistaken Payments

Duplicated Payments. A Payer Direction erroneously "duplicates" or debits an account of the Payer more than once.

Payer Direction - incorrect data. A Payer Direction contains incorrect data (eg an incorrect Biller or Payer number).

Payment amount incorrect. A Payment is made for an amount that does not correctly reflect the amount specified to be paid in a Payer Direction.

Payment made to incorrect Biller - Biller supplied incorrect data. A Payment is made to an incorrect Biller because the Biller to whom the Payer intends the Payment to be made supplied the Payer with incorrect data and that incorrect data was incorporated in a Payer Direction.

Payment made to incorrect Biller - processing or system error. A Payment is made to the incorrect Biller due to a processing or system error or malfunction, even though the correct details were included in the relevant Payer Direction.

Payment not completed. A Payer Direction is not processed in the BPAY Scheme and is not credited to the Biller named in that Payer Direction (ie an “unposted payment”).

Overpayment. A Payer specifies an amount in a Payer Direction to be paid to the Biller named in that direction that is greater than the amount that the Payer intended to pay to that Biller (ie greater than the amount owing by that Payer to that Biller or greater than the amount shown in the invoice that the Payer is wanting to pay using BPAY Payments). The difference between these amounts is an overpayment.

Nominated Account means the account you maintain with us under clause 1 of these terms.

Participant means any person who participates in the BPAY Scheme in any capacity, including any Member, Payer or Biller.

Payer means a Payer of a Biller who uses BPAY Payments to make a Payment to a Biller.

Payer Direction means a direction from a Payer to their Payer Institution to effect a Payment to you as a biller through BPAY Payments, by debiting (for example, a payment) or crediting (for example, an Error Correction) an account or facility held by the Payer with that Payer Institution.

Payer Institution means a financial institution participating in the BPAY Scheme with whom a Payer has an account facility from which payments can be made and who receives a Payer Direction from that Payer.

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

Payment Cut-off Time means, with respect to a Payer and its Payer Institution, the time on a Banking Business Day set from time to time by that Payer Institution as the time by which that Payer Institution must receive a Payer Direction for it to be included in a Payment Instruction processed by it or sent to the CIP on that day.

Payment Instruction means either:

- an instruction given by or on behalf of a Member (on receipt of a Payer Direction or to effect an Adjustment) to another Member through the CIP; or
- an instruction processed by a Payer Institution that is also the Biller Institution for the Biller indicated in that instruction, to effect a Payment or an Adjustment through BPAY Payments.

Payment Method means each method specified as such in your Biller Agreement.

Reversal means a transaction that:

- is initiated by a Member or the CIP to cancel a Wrong Payment Instruction;

- may involve the making of a debit or credit adjustment to the account of the Payer to which the Wrong Payment Instruction relates; and
- may involve an adjustment to your Nominated Account as set out in the Wrong Payment Instruction, if the Wrong Payment Instruction has been applied to the Nominated Account.

Settlement Date means the day a Payer gives a Payer Direction to its Payer Institution. However, if the Payer gives the Payer Direction after its applicable Payment Cut Off Time on a Banking Business Day, or on a non Banking Business Day, the Settlement Date is the next Banking Business Day.

Unauthorised Payment means a Payment made without the authority of the Payer who is purported to have given the Payer Direction which initiated that Payment (and from whose account that Payment was debited) or a Payment made by a Payer which is void for any reason other than fraud. It includes cases where the Payment has been made by a third party who has obtained unauthorised access to a Payer’s account and makes unauthorised transactions from the Payer’s account to make other BPAY Payments. However, it does not include a Fraudulent Payment.

Examples of Unauthorised Payments

A obtains details of B’s bank account and makes payment from B’s bank account to an account in the name of A with a Biller

A makes a payment from A’s account to an account in the name of B with a Biller. A claims that the payment was unauthorised (eg, after the funds have been withdrawn from the Biller).

Examples of things that are not Unauthorised Payments

A makes a payment from a joint account held in the name of A and B to an account in the name of A with a Biller. B claims that the payment was unauthorised. This is a matter to be resolved between the joint account holders and their financial institution.

Wrong Payment Instruction means a Payment Instruction wrongly initiated by a Payer Institution or the CIP or wrongly included by a Biller Institution in a Biller Information File. Examples of a Wrong Payment Instruction include the following:

Examples of Wrong Payment Instructions

A Payer Institution sends the same file containing Payment Instructions to the CIP twice

A Biller Institution generates and sends to you as Biller the same Biller Information File.

we, our or **us** means the Biller Institution named in your Biller Agreement. We, our or us includes our successors and assigns.

you means the Biller named in your Biller Agreement.

The singular includes the plural and vice versa.

A reference to:

- a document includes any variation or replacement of it;
- law means common law, principles of equity and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them);
- “including”, “such as”, “for example” or “eg” when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.



Identity Standards Schedule

BPAY Logo

The logo is composed of the BPAY “B” device reversed out of the background colour with “PAY” attached to it within a keyline.

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

Logo Colourways

The BPAY colour using Pantone® Colour Matching System is PMS 2768c:

Cyan: 100%, Magenta: 83%,

Yellow: 0%, Black: 56%

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

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

Bill Configurations

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

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

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

Important Guidelines for Bill Configurations

The Minimum Vertical Standard for the logo is 11 mm.

The Minimum Horizontal Standard for the logo is 7mm.

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

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

Approval of Bill Layout

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

Aligning Logo and Payer Reference Box

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

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

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

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

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

Alternative Bill Configuration

An alternative bill configuration can be used when there are space or layout restrictions (Samples C & D).

A Payer reference box showing only the biller code may be used when it is not possible to include the reference number.

The payment method advice is optional where there are space or layout restrictions.

Electronic Bills

Electronic bills must include a payment methods section with a reference to BPAY. This section must include the BPAY logo for maximum effect.

Preferred Bill Configurations

A.



Telephone & Internet Banking – BPAY®

Call your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.

More info: www.bpay.com.au

B.



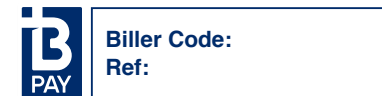
Telephone & Internet Banking – BPAY®

Call your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.

More info: www.bpay.com.au

Alternative Bill Configuration

C.



Telephone & Internet Banking – BPAY®

Call your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.

More info: www.bpay.com.au

D.



Telephone & Internet Banking – BPAY®

Call your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.

More info: www.bpay.com.au

Bill Design and the CRN

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

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

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

The BPAY CRN is **not** the same as the CRN in a MICR line or barcode.

There is **no** relationship between the Biller Code and the Payer Reference Number.

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

Bill Changes

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

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

Logo in Reverse

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



BPAY® in Body Copy

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

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

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

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

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

Helvetica typeface to be used wherever possible.

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

The footnote to the trademark is:

® Registered to BPAY Pty Ltd

ABN 69 079 137 518

Correct:

BPAY®, BPAY®, BPAY, BPAY

Incorrect:

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

Use in Promotions

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

Stand Alone Logo in Body Copy

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

Sample

BPAY® the nationwide electronic bill payment service that has changed the way bills are paid. You can log on or call your bank, building society or credit union instead of dealing with many companies to pay bills.



No more standing in queues or writing cheque after cheque. And you have a choice of paying from your savings, cheque and credit card accounts. When you see the logo you simply call your bank to make your payment. BPAY is the easier way to pay. Registered to BPAY Pty Ltd ABN 69 079 137 518.

Isolation Guide

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

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



