



NAB BPAY® Master Biller Agreement

Interpretation: This agreement is between the Biller Institution and Biller identified below. The meaning of other terms used in this agreement is explained in Clause 25 Meaning of words.

Biller Institution (we, our, us)

National Australia Bank Limited ABN 12 004 044 937
395 Bourke Street, Melbourne, Victoria 3000
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/ACN

<input type="text"/>	<input type="text"/>
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Address of registered office

<input type="text"/>		
	State	Postcode

Telephone

Mobile number

<input type="text"/>	<input type="text"/>
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Who would you like NAB to contact for any matters in relation to your biller code.

Attention

<input type="text"/>

Mailing Address

<input type="text"/>		
	State	Postcode

Contact phone number

Email address

<input type="text"/>	<input type="text"/>
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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 (including Payments, Adjustments and fees).

Receive BPAY® payments

Financial Institution name

<input type="text"/>

Account name

<input type="text"/>

BSB number

Account number

<input type="text"/>	<input type="text"/>
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Fees and charges (as detailed in Schedule 2).

Same account as above

Financial Institution name

<input type="text"/>

Account name

<input type="text"/>

BSB number

Account number

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

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.

BPAY® Biller – per biller code

\$

BPAY® View – per biller code

\$

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

Transaction Fees and Frequency

per transaction

\$

per bill presented via BPAY® View

\$

Transaction fees apply to Payment and Adjustment 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

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

/ /

Executed under Power of Attorney

Executed by the Sub-biller by being signed by their attorney(s) who is/are authorised under Power of Attorney, and who declare(s) that they, at the time of execution of this document, has/have no notice of its revocation.

Date of Power of Attorney

/ /

Full Name of attorney

Full Name of attorney

Signature of attorney

✗

Signature of attorney

✗

Position (BLOCK LETTERS)

Position (BLOCK LETTERS)

Date

/ /

Date

/ /

Executed by - NAB

Full name of authorised representative (BLOCK LETTERS)

Signature of authorised representative

✗

Date

/ /

as authorised representative for National Australia Bank Limited

Terms and conditions

1. Offer to facilitate participation in BPAY® Payments

- (a) We are a member of the BPAY® Scheme. You want to receive payments from your customers through BPAY® Payments using the Payment Methods.
- (b) We offer to facilitate your participation in BPAY® Payments on the terms set out in this offer.
- (c) In addition to BPAY® Payments, we also offer related Services to our biller customers:
 - (i) Master Biller – which allows billers (also called “Master Billers”) to help other businesses (called “Sub-billers”) to manage receivables more effectively by leveraging the Master Biller’s systems and processes to offer BPAY® Payments to the Sub-biller’s customers.
- (d) We offer Master Biller to all our billers who satisfy the requirements set out in this Biller Agreement for each relevant Service.

2. Eligibility requirements

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

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

3. How you accept

You may accept our offer by signing this document and returning it to us. When you do this an agreement between you and us is formed (“this agreement”).

4. Authority

You authorise us to:

- (a) accept Payments from your customers that are made in compliance with the Payment Methods and Limits, and process Adjustments in connection with those Payments; and
- (b) credit and debit to the Nominated Account all amounts contemplated by this Biller Agreement, including to effect Payments and Adjustments.

5. Your general obligations

You must:

- (a) do all things reasonably necessary:
 - (i) to give effect to the authorisations in clause 4, including executing any documents and making all relevant disclosures to and obtaining necessary consents from your customers; and

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

- (b) not give us any instruction or directions which are inconsistent with this Biller Agreement or any authorisations you provide to us;
- (c) provide to us all information reasonably requested by us, including those relating to the billing arrangements with your customers, and notify us of any changes to those details;
- (d) not make any warranty or representation in respect of goods or services you supply which may bind us, BPAY®, or any other participant in BPAY® Payments;
- (e) establish and maintain a Nominated Account with us which must be an account or accounts that are acceptable to us for that purpose;
- (f) establish and maintain adequate procedures and systems for promptly receiving and processing Biller Information Files and to generate sufficient records to allow transactions through the BPAY® Payments to be traced, checked and if an error occurs, to be identified and corrected in accordance with clause 9 (“Adjustments”);
- (g) correctly credit to, or debit from, your customers the amount of each Payment Instruction recorded on Biller Information Files;
- (h) notify us promptly if, for any reason, you are unable to apply Payments listed in a Biller Information File to accounts you maintain for your customers;
- (i) perform your obligations under this Biller Agreement by the time specified, and where no time is specified, promptly;
- (j) 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 Adjustments;
- (k) notify us promptly if, for any reason, you are unable to apply Payments listed in a Biller Information File to accounts you maintain for your customers;
- (l) perform your obligations under this Biller Agreement by the time specified, and where there is no time specified, promptly;
- (m) ensure that your participation in BPAY® Payments will not bring the Scheme into disrepute.
- (n) comply with all other reasonable requirements we may notify you.

6. Warranties

You represent and warrant on an ongoing basis:

- (i) that you have all necessary power and authority to enter into this Biller Agreement and to perform our obligations under it;

- (ii) that you are capable of complying with all applicable obligations and requirements set out in this Biller Agreement;
- (iii) that you have met and will continue to meet all applicable requirements and obligations including any technical certifications) prescribed in this Biller Agreement or as otherwise notified to you by us or BPAY® from time to time;
- (iv) that you will comply with all laws (including Privacy Laws) or industry codes applicable to you in performance of your rights and obligations under this Biller Agreement; and
- (v) that all information you provide to us in connection with this Biller Agreement is, to the best of your knowledge, true and accurate; and
- (vi) that you will provide us with updated and corrected information if any of the information provided under paragraph (v) is no longer true or accurate.

7. Our obligations to you

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

- (a) facilitate your participation in BPAY® Payments on the terms and conditions set out in this Biller Agreement;
- (b) comply with our obligations under the Scheme in connection with our facilitation of the Services; and
- (c) perform our obligations under this Biller Agreement with reasonable care and skill.

8. Receiving Payments and Making Adjustments

8.1 General

- (a) We will credit (and debit) the Nominated Account with the full value of all Payment Instructions (and Adjustment Instructions) we receive from or on behalf of your customers.
- (b) Payment Instructions we receive after the Payment Cut-Off Time will be processed on the next Banking Business Day.
- (c) If for any reason beyond our control one of your customers effects a payment to you using BPAY® Payments but we do not receive the relevant funds from that customer's financial institution in respect of that Payment:
 - (i) we are not liable to you for crediting the Nominated Account with the relevant funds; and
 - (ii) if we have already credited the Nominated Account with the relevant funds, we may debit the Nominated Account for the corresponding amount by way of an Adjustment.

- (d) You acknowledge and agree that:
 - (i) delays may occur in the processing of Payments for various reasons including because of public or bank holidays, Payment Instructions being received after the Payment Cut-Off Time, another financial institution not complying with its obligations under the Scheme, or you failing to comply with your obligations under this Biller Agreement; and
 - (ii) we will not be in breach of this Biller Agreement merely because of a delay of the kind referred to in this paragraph (d).
- (e) You must treat a Payment as having been received by you on the day your customer gives the relevant direction to its financial institution to effect that relevant Payment. However, if a customer gives a payment direction to its financial institution after the relevant Payment Cut-Off Time, then you may treat the Payment as having been received the next Banking Business Day.
- (f) 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.

8.2 Fixed Payment Bills

- (a) Subject to this clause 8.2, you may require that Payment in respect of certain Bills must be made for a specified amount and/or by a specified date. These Bills are called Fixed Payment Bills.
- (b) If you designate a Bill as a Fixed Payment Bill, you must:
 - (i) prominently disclose on that Bill:
 - (A) the specified amount and/or specified date (as the case may be); and
 - (B) a statement in accordance with the Standards Manual which clearly discloses the fact that payment in respect of the Bill must be made for the specified amount and/or the specified date and that failure to comply with those requirements will result in the Payment not being accepted by you; and
 - (ii) not discriminate between BPAY® Payments and other payment methods available to your customers.

9. Adjustments

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

- (b) You:
 - (i) must tell us if you become aware:
 - (A) that you have received a Payment in error;
 - (B) of any Processing Error, Mistaken Payment or an Unauthorised Transaction involving a Payment which you have processed or received; or
 - (C) of any other delays or mistakes in processing a Payment;
 - (ii) must provide us with any information and assistance we reasonably require in connection with Adjustments concerning Payments which you have processed or received, including by confirming whether all or some of the funds which are the subject of an Adjustment are available in the Nominated Account;
 - (iii) must, if we notify you of a Processing Error or an alleged Mistaken Payment or Unauthorised Transaction, promptly 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;
 - (iv) must use best endeavours to assist us, BPAY® and BPAY®'s service providers in effecting any Adjustment for a Payment you have processed or received by you and which is required to be adjusted in accordance with the Scheme.
 - (c) You may initiate a Refund to return all or part of a Payment which you have processed or received from your customers.
 - (d) When processing an Adjustment (including a Refund), you must ensure that:
 - (i) the Adjustment relates to an earlier Payment and may not use the Adjustments process as a separate manner of payment to your customers;
 - (ii) the Adjustment amount is equal to, or less than, the amount of the original Payment to which that Adjustment relates; and
 - (iii) you do not initiate more than one Adjustment in respect of any one Payment which you have processed or received.
 - (e) If, under the Scheme, you are liable for any amounts in connection with an Adjustment:
 - (i) you authorise us to debit the Nominated Account with that amount; and
 - (ii) to the extent there are insufficient funds in the Nominated Account to cover the relevant Adjustment amount, we may, acting reasonably, recover that amount directly from you as a debt if we are required under the Scheme to pay that amount to another participant in the Scheme.
 - (f) We will keep you informed of the progress of all investigations and Adjustments. However we may not notify you or keep you informed of certain investigations and disputes where we reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation or BPAY® Payments more broadly.
 - (g) You must not deny any legitimate requests for Adjustments unless you have genuine ground for refusing to do so. If you wish to deny a request for an Adjustment, you must provide evidence to our reasonable satisfaction demonstrating why the Adjustment should not be made.
 - (h) If you do not respond within four Banking Business Days to a query in relation to an investigation or Adjustment request (or seven Banking Business Days in the case of Unauthorised Transactions), we may process or arrange for BPAY® to process the Adjustment and debit the Nominated Account without further enquiry.
 - (i) Despite anything else in this Biller Agreement, you acknowledge that your customers' liability may be limited under the ePayments Code where applicable.
- 10. Promotions, advertising and use of Marks**
- (a) You must:
 - (i) Inform your customers using materials which we provide or approve and in a manner which is not misleading, how they can use BPAY® Payments;
 - (ii) display the Marks on all billing stationery and/or on all relevant electronic platforms, prominently and in accordance with the Standards Manual;
 - (iii) if you include the Marks in invoices which you provide your customers:
 - (A) obtain our approval for the form of each invoice you use; and
 - (B) include the Biller Code and the available Payment Methods and Limits in each invoice.
 - (b) Notwithstanding paragraph (a), we recognise that you may not be able to implement changes to your invoice layouts immediately from the date we agree to provide you with a Service. Accordingly, from the date we agree to provide you with a Service until the earlier of the date you next refresh your invoices or 6 months, you may, in lieu of complying with your obligations under the paragraph (a) and the Standards Manual in relation to the display of Marks on your invoice, include an insert accompanying your invoices which feature the relevant Marks and which provide instructions to your customers on how they can use the relevant Service.

- (c) We grant to you a non-transferrable licence to use the:
- (i) BPAY® Payments Marks in the manner specified in this Biller Agreement (including the Standards Manual) for the purposes of complying with paragraph (a) and otherwise advertising your participation in, and promotion of, BPAY® Payments; and
 - (ii) Service Specific Marks in the manner specified in this Biller Agreement (including the Standards Manual) for the purposes of complying with paragraph (a) and otherwise advertising your participation in, and promotion of, the relevant Service, including (where relevant) to demonstrate to your customers how they can access and use the relevant Service.
- (d) Except to the extent otherwise expressly permitted in this Biller Agreement, you must not permit any other party to use the licences granted under this clause 10. The licence granted under this clause 10 terminates immediately on termination of our right to sub-license use of the relevant Marks or on termination of this Biller Agreement, provided that the licence will only terminate in respect of affected Service Specific Marks where your right to participate in the relevant Service is suspended or terminated.
- (e) You agree that BPAY® owns the Marks and you agree:
- (i) not to contest or in any way impair any rights of BPAY® to the Marks; and
 - (ii) at any time at our request to include a statement on any packaging, promotional or advertising materials used in connection with BPAY® Payments, including any in electronic form, that the Marks are being used by you under the control of and with the authorisation of BPAY® and acknowledging BPAY®'s ownership of the Marks.
- (f) You must comply with all reasonable requests by us in connection with your use of the Marks.
- (g) Any use of the Marks by you which is not in compliance with the requirements of this Biller Agreement (including the Standards Manual), and which is not promptly discontinued following written notice from us to discontinue such use, will be regarded as adequate ground for termination of this Biller Agreement.
- (h) You must use the appropriate symbols which confirm trademark registration or ownership in connection with the Marks, as required or consented to by us.
- (i) You must not use the Marks in such a way as to create an impression that the goods or services which you offer are sponsored, produced, offered or sold by us or BPAY®. You must not adopt “BPAY®”, “BPAY® Payments” or any other Mark as any part of the name of your business or apply it to any goods or services offered for sale.
- (j) You must notify us promptly on becoming aware of any infringement, potential infringement or claim of infringement relating to the Marks. Where any such claim is made against you or us, BPAY® may take over the defence of such claim or proceedings. If BPAY® does not do so, you must keep us informed of all developments relating to that claim.
 - (k) You must only use literature or promotional materials provided or approved by us for the purposes set out in paragraph (c) or in accordance with the Standards Manual.
 - (l) You consent to the use of your name and main trading logo in lists of billers published by BPAY® and by participants in BPAY® Payments.

11. Suspension and Termination

11.1 Termination for convenience

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

11.2 Termination on Default

A 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. However, if this is a Small Business Contract, we will only exercise our rights by giving 30 days' notice.

11.3 This agreement terminates immediately if we cease to be a member of the BPAY® Scheme. We'll give you reasonable notice where we're aware this is likely to occur, but may not be able to do so in all instances.

11.4 Suspensions and terminations for your default

- (a) We may:
 - (i) suspend or terminate this Biller Agreement (in its entirety or in relation to one or more Service);
 - (ii) update your status or the status of one or more of your customers in BPAY® Payments so that no transactions for you or one or more of your customers (as the case may be) will be processed through BPAY® Payments; and/or

- (iii) take any other action notified to us by BPAY® or which we think are reasonable, by notifying you if we, or BPAY®, believe on reasonable grounds that you, one or more of your customers or someone acting on your or their behalf, are:
 - (A) being fraudulent;
 - (B) in breach, or will cause you to be in breach, of this Biller Agreement; or
 - (C) using BPAY® Payments in a manner that will, or is likely to, adversely affect the integrity, stability or reputation of BPAY® Payments or the quality of services offered to end customers.
- (b) We may also suspend or terminate this Biller Agreement (in its entirety or in relation to one or more Services) by notifying you if:
 - (i) you suffer an Insolvency Event or a change occurs in your business, assets or financial conditions which, in our reasonable opinion, will affect your ability to perform your obligations under this Biller Agreement;
 - (ii) we are required to do so under the BPAY® Scheme Documents or are otherwise requested to do so by BPAY®;
 - (iii) our membership to the Scheme or our subscription to BPAY® Payments is suspended, ceases or is cancelled for any reason.
 - (iv) to prevent an anticipated breach of any relevant law or to prevent any potentially fraudulent activity or a scam;
 - (v) to prevent an anticipated material loss to you or us arising from the misuse or unauthorized use of the BPAY® facilities;
 - (vi) where it is reasonably necessary to manage a risk, including a regulatory or sanctions risk; or
 - (vii) if you have merchant facilities or transactions accounts with us, one or more of the services you have received under those facilities is suspended, blocked, delayed or cancelled

We may exercise suspension rights under this clause for as long as it is reasonably necessary to manage any of the risks above, and you acknowledge that we may not always be able to detect and prevent fraudulent transactions and scams. We do not have to give you advance notice if it is reasonable necessary for us to act quickly to manage a risk or comply with our obligations under the BPAY Scheme. However, if appropriate we will give you a general reason for exercising our rights under this clause within a reasonable time of doing so.

- (c) We may, acting reasonably, in lieu of suspending or terminating this Biller Agreement under this clause 11, impose additional procedural and/or reporting requirements in connection with your participation in BPAY® Payments. If you do not wish to comply

with such requirements, you may terminate this Biller Agreement by notifying us before the additional requirements come into effect. Any such termination will take effect on the day immediately prior to the date on which the additional requirements were due to come into effect.

11.5 Consequences of termination

- (a) Termination or suspension of your right to participate in BPAY® Payments (whether in its entirety or in relation to one or more Services) does not:
 - (i) prejudice any claims either party may have against the other in respect of any then subsisting breaches of this Biller Agreement; or
 - (ii) otherwise affect the accrued rights or remedies of either party.
- (b) Upon termination of this Biller Agreement (in its entirety or in respect of one or more Services), you must:
 - (i) cease promoting the affected Service, including ceasing use of all affected Marks;
 - (ii) promptly advise your customers that they can no longer make payments to you using BPAY® Payments and/or use the affected Services (as the case may be);
 - (iii) in the event of termination of this Biller Agreement, continue to maintain a Nominated Account and promptly process Biller Information Files and otherwise comply with your obligations under this BPAY® Biller Agreement for a period of 60 Banking Business Days after termination; and
 - (iv) upon our request, return or destroy:
 - (A) all stationary (including invoices) containing any affected Marks;
 - (B) our confidential information and Personal Information, which are in your possession or control and which relate to the Biller Agreement.
- (c) You acknowledge that we will no longer be obliged to accept payments from your customers on your behalf or provide to you any Services if this Biller Agreement expires or terminates (including in relation to one or more Services) for any reason.

12. PRIVACY AND CONFIDENTIALITY

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

12.2 The obligation of confidentiality in clause 12.1 will not apply if the information:

- (a) is in the public domain or becomes generally known

to the public, other than through breach of this Biller Agreement or another obligation of confidence owed by the receiving party;

- (b) is known to the receiving party before it is disclosed to them;
- (c) is required to be disclosed by the receiving party under law;
- (d) it is included in a report prepared by BPAY®, or its service providers for any reason relating to BPAY® Payments;
- (e) it was developed independently of this Biller Agreement

12.3 The obligation of confidentiality extends, but is not limited, to:

- (a) the disclosure of fees and charges contained in this agreement;
- (b) any technology or know-how related to the BPAY® Scheme or the performance of this agreement.

12.4 The Biller agrees:

- (a) to comply with any Privacy Law:
 - (i) by which it is bound; or
 - (ii) by which the Biller Institution is bound, as if the Biller was bound, and
- (b) not to do anything that will cause the Biller Institution or BPAY® to breach any Privacy Law.

12.5 In order to provide you with the Services, we may need to disclose your Personal Information (including updates to such Personal Information notified to us under clause 12.7) to BPAY® and/or its service providers. If we do not disclose your Personal Information to BPAY® or its service providers, we will not be able to provide you with the Services.

12.6 Accordingly, you agree to our disclosing to BPAY®, its service providers and such other participants involved in BPAY® Payments such Personal Information relating to you as is necessary to facilitate the provision of the Services to you and to otherwise use and disclose your personal information in accordance with our Privacy Notification **Privacy notification | How we use your information - NAB** and Privacy Policy **NAB Privacy Policy**.

12.7 You must notify us if any of your Personal Information changes.

12.8 Where you provide us with personal information of another (including a director or corporate representative) you confirm that you have sought their permission to do so and that you have given them a copy of NAB's Privacy Notification prior to providing us with their information

12.9 We handle your personal information in accordance with our **Privacy Policy**, which includes information about how you can request access to or correction of your personal information held by us or make a privacy related enquiry or complaint.

13. Dispute Resolution

If you dispute anything that happens under the BPAY® Scheme (including in connection with Mistaken Payments, Unauthorised Transactions 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.

14. Indemnity

14.1 Subject to the other party's compliance with clause 14.2, 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 14.1(a) to (d) (inclusive), except to the extent that such Liability is caused by the fraud, negligence, or misconduct of the other party.

14.2 If a claim is made against a party in respect of which it is entitled to be indemnified pursuant to clause 14.1, 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.

14.3 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, except to the extent such loss or damage is caused by our fraud, negligence or misconduct

14.4 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.

15. Fees and charges

15.1 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.

15.2 We may vary the fees specified in the Details by giving you prior written notice of the change. See clause 17 for further information on changes we can make and notice to you.

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

15.4 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 15.4(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 15.4(a) or clause 15.4(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.

16. No dealings

You must not assign or otherwise deal with your rights under this agreement without our prior written consent which will not be unreasonably withheld.

17. Variation

We may, acting reasonably, vary any of this agreement (including any fee payable by you to us) at any time. We will give notice to you in accordance with clause 18.1. If we believe a variation is unfavourable to you, we usually give 30 days' notice of the variation, but can give less notice or no notice if this is in accordance with law and industry codes. For example, this may happen if it is reasonable for us to give shorter notice, to manage an immediate and material risk. Any new or changed government charges can be notified reasonably promptly after the government notifies us - but we may not have to tell you about them if the government publicises the change.

18. Notices and Miscellaneous

18.1 How we will communicate

- (a) Notices, statements and other communications from us can be:
 - (i) given to you personally;
 - (ii) left at or posted to your address last nominated by you;
 - (iii) sent by facsimile to your fax number last nominated by you;
 - (iv) given to you by notifying you through an electronic service provided by us that information is available electronically;
 - (v) published in the press or at nab.com.au; or
 - (vi) given to you electronically by:
 - short message service (SMS) to your mobile telephone number or email; or
 - notifying you by SMS, or by email, of information on our website.
- (b) We will use your last nominated mobile number or email address for that notice. You may change your nominated email address or mobile number, by giving us notice or calling us on 13 10 12. On request, we will provide you with paper copies of any notices or communications sent to you (seven years from the time the information is given). You must check your email and mobile phone regularly.
- (c) If we send a document or communication to you by ordinary post, you are taken to have received it 7 Business Days after it was posted.

- (d) A document or communication sent by facsimile is received by you at the time and date shown on the delivery receipt.
- (e) A document or communication sent by another form of electronic communication (such as SMS or electronic mail) is taken to be received when it enters your information system as recipient.
- (f) A document or communication published in the press or on the internet is taken to be received by you when it is first published.

18.2 Communications from you

- (a) Written communications from you must be signed (including electronically) by you (or by a director or another person we have approved in the case of a company or another entity).
- (b) From time to time, we may need to provide to BPAY® certain information regarding our billers, their end customers and their use of BPAY® Payments, including for the purposes of monitoring and managing fraud relating to BPAY® Payments. You consent to the inclusion of your name and any other details and information relating to you, in any reports we are required to provide to BPAY®.
- (c) You must comply with all applicable laws and regulations, including industry codes of conduct which may apply to you and/or your customers in connection with your and/or your customers' participation in BPAY® Payments.

19. Governing law

This agreement is governed by the law in force in New South Wales. If this is a Small Business Contract, if the laws of the State or Territory where you are resident (or if you are not an individual, where your business is located) include mandatory protections that are available to you (including because you are a small business or an individual), then this clause does not operate to exclude those protections.

20. Banking Code of Practice

We have adopted the Code and relevant provisions of the Code apply to this service, if you are an individual or a small business customer (as defined by the Code). You can obtain from us upon request:

- (a) information on our current interest rates and the standard fees and charges relating to this service if any;
- (b) general descriptive information concerning our banking services including:
 - (i) for accounts with cheque access, general descriptive information about cheques;
 - (ii) account opening procedures;
 - (iii) our obligations regarding the confidentiality of your information;
 - (iv) complaint handling procedures;

- (v) bank cheques;
- (vi) the advisability of you informing us promptly when you are in financial difficulty;
- (vii) the advisability of you reading the terms and conditions applying to each banking service we provide to you;
- (c) general descriptive information about:
 - (i) the identification requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2 006 (Cth);
 - (ii) the options available to you under the tax file number legislation; and
- (d) a copy of the Code.

21. Our commitment to be fair

If this is a Small Business Contract, when we exercise a right or discretion under our agreement and any additional terms and conditions (like considering a request you make or deciding whether or not to do something), we'll do it in a way that is fair and reasonable. This includes when we make changes to the product or fees and charges. We can take a range of things into account when exercising our rights and discretions. These can include:

- our legal obligations, industry codes and payment scheme rules and the expectations of our regulators;
- protecting our customers, staff our and systems and the personal information we hold;
- what you have told us about yourself and how you will use our products and services (including if it's misleading, incorrect or you haven't provided us with all of the information we reasonably need when asked);
- how our products and services are intended to be used (and how you have used them);
- our public statements, including those relating to protecting vulnerable persons, the environment or sustainability;
- community expectations and any adverse impact on our reputation;
- whether we need to take any action to protect you or another person from a potential fraud or scam; and
- risk management, including sanctions risk management.

Master Billers

22. YOUR GENERAL OBLIGATIONS

You:

- (a) must enter into a Sub-biller Agreement for each Sub-biller you wish to represent on terms which are consistent with, and reflect the requirement of, those set out in Appendix C – Sub Biller Agreement, before acting as a master biller for that Sub-biller;
- (b) must ensure that each Sub-biller you represent:
 - (i) is incorporated in Australia (if the Sub-biller is a company), ordinarily resident in Australia (if the Sub-biller is a sole trader), or formed or created in or under the laws of Australia (if the Sub-biller is any other type of entity, including a partnership, trust, or government entity);
 - (ii) has an ACN or ABN;
 - (iii) complies with its obligations under the relevant Sub-biller Agreement; and
 - (iv) complies with any other obligations on Sub-billers which are contemplated by this Biller Agreement;
- (c) must obtain all necessary information, authorisations and consents from your Sub-billers:
 - (i) to enable us to effect Payments and implement Adjustments in relation to your Sub-billers;
 - (ii) which are required to use your Sub-billers' name in reports or lists prepared or published by BPAY® and by participants in BPAY® Payments; and
 - (iii) to enable you to comply with your obligations under this Biller Agreement;
- (d) must maintain, and provide to us or BPAY® upon request, a current and complete list of all your Sub-billers;
- (e) must not act as a master biller for a Sub-biller if to do so will or will likely diminish the integrity, stability or reputation of BPAY® Payments or the quality of the service offered to an end customer in BPAY® Payments;
- (f) are liable for the acts and omissions of your Sub-billers in connection with this Biller Agreement as fully as if they were your acts or omissions;
- (g) must report any suspected fraud involving any of your Sub-billers;
- (h) must take all reasonable steps, act in accordance with directions from us, and promptly give us all necessary information and authorisations, to ensure that further BPAY® Payments are not made to a Sub-biller, if:
 - (i) you suspect on reasonable grounds that the Sub-biller has acted or intends to act in breach of its obligations under the Sub-biller Agreement, or in a fraudulent manner; or
 - (ii) you are requested to do so by us or BPAY® or the Management Committee because the Sub-biller is suspected of being in breach of its obligations under the Sub-biller Agreement or being involved in fraud.
- (j) must ensure that you:
 - (i) have and maintain adequate procedures and systems for receiving and processing promptly Biller Information Files you receive from us; and
 - (ii) pass on to each of your Sub-billers any information from the Biller Information File which is applicable to that Sub-biller within 24 hours of receipt of that information by you;
- (k) promptly notify us if you are unable to pass on the information contained in the Biller Information File to the applicable Sub-billers within 24 hours of receipt of that information by you, or if a Sub-biller is for any reason unable to apply Payments listed in a Biller Information File to accounts it maintains for its Payer Customers.

You acknowledge that if you do not comply with these obligations then your Biller Code may be deactivated.

23. YOUR OBLIGATIONS WITH RESPECT TO ADDITIONAL FEATURES

23.1 Biller Codes and Sub-Biller agreements and obligations

- (a) You must:
 - (i) allocate unique Biller Codes to your Sub-billers;
 - (ii) promptly notify us of all Biller Codes which are allocated to your Sub-billers;
 - (iii) provide us with an executed copy of the Sub-biller Agreement and a sample invoice for each Sub-biller you wish to represent; and
 - (iv) promptly notify us if a Sub-biller you represent ceases to be represented by you and request that the Biller Code allocated to that Sub-biller be deactivated.

23.2 Customer Reference Number (CRN) characteristics and Payment Methods and Limits

- (a) You may specify unique CRN characteristics, payment methods and limits for your Sub-billers, provided the specified payment methods and limits allocated to a Sub-biller are a subset of the payment methods and limits allocated to you.
- (b) For the avoidance of doubt with regard to clause 23.2 (a), a “subset” means:
 - (i) in relation to payment methods, that a Sub-biller can only receive credit payments if you are enabled to receive credit payments; and

- (ii) in relation to payment limits, that a Sub-biller cannot have an upper payment limit greater than that allocated to you.

23.3 Nominated Accounts

- (a) If we have agreed in writing that you may nominate accounts held by your Sub-billers directly with us as the relevant Nominated Account for those Sub-billers:
 - (i) you must ensure those Sub-billers establish and maintain those Nominated Accounts with us which must be accounts that are acceptable to us for that purpose; and
 - (ii) we will make Payments and effect Adjustments relating to your Sub-billers to and from their Nominated Accounts, so that Payments and Adjustments will be made by us directly to your Sub-billers.
- (b) If an account held directly by a Sub-biller is not nominated as the relevant Nominated Account, then:
 - (i) the Nominated Account for that Sub-biller will be deemed to be your Nominated Account;
 - (ii) you must:
 - (A) pass on to the relevant Sub-biller any Payments which you receive on behalf of, and effect any Adjustments which you are required to effect in respect of, that Sub-biller promptly and in any case within 24 hours of receipt of the relevant funds or from when you are required to effect the Adjustment (as the case may be). The account of the Sub-biller into which you pass on any such Payments; and from which you effect any such Adjustments, must be domiciled in Australia;
 - (B) ensure that in the event of a failure of your systems, you have in place appropriate back up mechanisms so that Payments and Adjustments to or from a Sub-biller (including the accounts into or out of which they must be made) can be identified; and
 - (C) promptly notify us if you are unable to comply with your obligations under this paragraph (b).

23.4 Biller Information Files

- (a) we will provide Biller Information Files for your Sub-billers directly to you and you must pass on such Biller Information Files to your Sub-billers within 24 hours of receiving such information from us and promptly notify us if you are unable to do so.

24. Application of this Biller Agreement to Sub-billers

24.1 General obligations under this Biller Agreement

Where this Biller Agreement:

- (a) contains a reference to “your customers”, then to the extent the reference is made in connection with a Payment made to or from your Sub-billers, that reference is to be taken as a reference to:
 - (i) “your customers, Sub-billers and/or the customers of your Sub-billers” where that phrase is used in clause 11; and
 - (ii) “your customers and the customers of your Sub-billers” where that phrase is used elsewhere in this Biller Agreement,

with necessary changes as to detail;

- (b) imposes an obligation or restriction on you, then to the extent the obligation or restriction relates to a Payment made to or Adjustments made from a Sub-biller:
 - (i) those obligations and restrictions apply equally to that Sub-biller; and
 - (ii) you must ensure that the Sub-biller complies with those obligations and restrictions with necessary changes as to detail;
- (c) sets out any provisions (including any warranties, undertakings or representations) which you are required to acknowledge or agree to, then to the extent those provisions relate to Payments made to or Adjustments made from a Sub-biller:
 - (i) those provisions apply equally to that Sub-biller; and
 - (ii) you must ensure that the Sub-billers agrees to, and acknowledges, those provisions (including any warranties, undertakings or representations) with necessary changes as to detail; or
- (d) require you to notify us or undertake any other activity upon the occurrence of an event in connection with this Biller Agreement, then you must notify us and where the context permits undertake the relevant activity if that event also occurs in connection with the Sub-biller Agreement.

24.2 Obligations with respect to investigations and Adjustments

You must keep your Sub-billers informed of the progress of all investigations and Adjustments which we notify you of and which relates to that Sub-biller. For clarity, in accordance with clause 9(f) of this Biller Agreement, we may not notify you or keep you informed of certain investigations and disputes where we reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation or BPAY® Payments more broadly.

24.3 Obligations with respect to promotions, advertising and use of Marks

With respect to promotions, advertising and use of Marks in connection with your Sub-billers, you may permit your Sub-billers to use the BPAY® Payments Marks for, and only for, the purposes of advertising their participation in, and promotion of, BPAY® Payments to their end customers. The rights granted under this clause 24.3 extend to any rights in connection with the use of the BPAY® Payments Marks which we provide to you under clause 10 of this Biller Agreement.

25. Suspension and termination

- (a) In addition to the matters set out in clause 11.4, we may also suspend or terminate this Biller Agreement (in its entirety or in relation your participation as a Master Biller) if:
 - (i) we suspect that your Sub-billers or their end customers, or any of their representatives are:
 - (A) engaging in fraudulent activity using BPAY® Payments; or
 - (B) using BPAY® Payments in a manner that will or is likely to affect our ability to continue providing BPAY® Payments to you or our other customers;
 - (ii) in our reasonable opinion, a substantial number of your Sub-billers are or have been:
 - (A) in breach of their Sub-biller Agreements; or
 - (B) exercising their rights as a Sub-biller for any purpose or in any way outside the contemplation of the Sub-biller Agreement or this Biller Agreement.
- (b) Immediately upon suspension or termination of your participation as a Master Biller, you must suspend or terminate (as the case may be) all Sub-biller Agreements between you and your Sub-billers in accordance with their terms.
- (c) In lieu of suspending or terminating this Biller Agreement (in its entirety or in relation to your participation as a Master Biller) under paragraph (a) (ii), we may, acting reasonably, direct you to suspend or terminate the participation of one or more of the relevant Sub-billers from BPAY® Payments. You must comply with any such direction.

26. Meaning of words

26.1 Definitions applicable to all Billers

Adjustments means an adjustment to an original Payment to correct or rectify a problem. Adjustments can be made in the event of a Processing Error, Mistaken Payment, Unauthorised Transaction or if there is a need for a Refund.

Adjustments Summary Document means the document set out at Appendix A which sets out a summary of the Adjustments process for BPAY® Payments.

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

Banking Code of Practice or Code means the version of the Banking Code of Practice as published by the Australian Banking Association which applies, or that we agree applies, to your Service.

Biller Agreement means this agreement, which includes all attachments, schedules and other documents which are incorporated into this agreement by reference.

Biller 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.

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 Ltd (ABN 69 079 137 518), Level 1, 255 George Street Sydney NSW 2000.

BPAY® Operations Portal means the workflow platform that supports the daily, monthly and ad-hoc BPAY® operational activities associated with the Scheme.

BPAY® Payments Marks means has the meaning given in the Standards Manual.

BPAY® Payments means the electronic payments service promoted by BPAY® which allows billers to receive bill payments from their customers through the BPAY® Scheme.

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

ePayments Code means the electronic payments code, administered and amended from time to time by the Australian Securities and Investments Commission, which regulates electronic payment facilities in Australia.

Fixed Payment Bill means a Bill for which Payment needs to be made for a specified amount and/or by a specified date.

Fraudulent Payment is a Payment that is made as a result of one of your customers being fraudulently induced into making the Payment.

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

Marks means the BPAY® Payments Marks and the Service Specific Marks.

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 incorrectly as a result of an erroneous payment direction given by one of your customers.

Nominated Account means the account or accounts to be credited for Payments, credited or debited as necessary for Adjustments and debited for fees, and such other accounts in addition to or substitution for that account or those accounts which are notified in writing to us from time to time.

Payment Cut-Off Time means the time on a Banking Business Day set from time to time by your customers' financial institution as the time by which that financial institution must receive a direction from that customer for it to be included in a Payment Instruction processed by it or sent to BPAY® on that day.

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.

Payment Instruction means either an instruction given by or on behalf of your customer's financial institution to effect a Payment or an Adjustment through BPAY® Payments.

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

Payment Methods and Limits means the payment methods and limits specified by us from time to time.

Personal Information has the meaning given in the Privacy Act 1988 (Cth).

Privacy Law means the Privacy Act 1988 (Cth) and any legislation which applies to you from time to time in force in Australia.

Privacy Policy means our Privacy Policy as amended from time to time and available at <https://www.nab.com.au/common/privacy-policy>

Processing Error means a Payment that is made incorrectly as a result of an error by us, another financial institution, BPAY® or any of their service providers.

Refunds means a request to refund part or all of a Payment made by one of your customers.

Scheme means the scheme operated by BPAY® from time to time to provide payments services to end customers.

Service means BPAY® Payments and as the context requires BPAY® View.

Service Specific Marks means the BPAY® View Marks and any other trademarks which are specific to a particular Service.

Small Business Contract has the meaning of that term when used in the *Australian Consumer Law (ACL)* or where applicable the *Australian Securities and Investments Act 2001 (Cth) (ASIC Act)* from time to time. With effect from 9 November 2023 small business contracts under the ACL may include contracts for the supply of goods or services which are entered into or renewed after that date where either (or both) of the following apply:

- the business makes the contract in the course of carrying on a business and the business employs fewer than 100 persons; or
- the turnover of the business for the last income year (within the meaning of the *Income Tax Assessment Act 1997*) was less than \$10,000,000. The calculation of turnover will be worked out using the rules in the ACL.

This document may be a Small Business Contract where it meets these requirements.

For the removal of doubt, this document may be a Small Business Contract even if the Borrower is not a 'small business' within the meaning of that term in Banking Code of Practice.

Standards Manual means the BPAY® Payments Standards Manual issued by BPAY®, prescribing the way in which the Marks may be represented in connection with BPAY® Payments (as may be amended from time to time).

Systems includes hardware, software, configurations and technical processes.

Unauthorised Transactions means any Fraudulent Payment or Payment that is otherwise made without the authority of the your customer who was purported as having given the relevant authority.

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.

26.2 Definitions applicable to Master Billers

Biller Code means the unique numerical code or codes allocated to you by us in accordance with this Biller Agreement which must be distributed by you to your Sub-billers in accordance with clause 22.1.

Biller Information Files means a file produced by us on a Banking Business Day, containing details of Payment Instructions processed on that day.

Sub-biller Agreement means an agreement between you and a Sub-biller in a form which is not inconsistent with the terms set out in Appendix C – Sub-biller Agreement.

Sub-biller means each party who participates in BPAY® Payments through you in accordance with this Biller Agreement.

Appendix A – Summary of the adjustments process

Introduction

As with any payment system, problems may arise. Processing errors may occur as a result of an error by us, another financial institution, BPAY® or its service providers. Payments made by your customers may also be mistaken, unauthorised or be induced as a result of fraud. These problems may need to be investigated and an adjustment may need to be made to the original payment to rectify the problem (an Adjustment). An Adjustment may have to be made if:

- a payment is made incorrectly as a result of an error by us, another financial institution, BPAY® or any of its service providers (for example, a system issue which results in a duplicated payment). This is called a Processing Error;
- a Payment is made incorrectly by a payer. This is called a Mistaken Payment. For clarity, if your customer has underpaid you, this is not a Mistaken Payment and that customer should initiate a further payment for the difference;

- a payment is made as a result of a payer being fraudulently induced into making the payment (Fraudulent Payment), or without the authority of that customer who was purported as having given the authority. These are collectively called Unauthorised Transactions; or
- you request us to refund all or a part of a payment made to you by one of your customers. This document provides a summary of the adjustments and investigations process applicable to BPAY® Payments. Please note that this document is a guide only, and is not intended to replace or affect our contractual agreements with you, or the application of the BPAY® scheme rules.

The Adjustments process

The table below sets out a high level summary of the Adjustments process which applies to us, and other participants in BPAY® Payments.

Step	Description
The following procedures apply to all Adjustment types	
1	If a financial institution is notified or otherwise becomes aware that a payment may require an Adjustment, that financial institution (Initiating Institution) will undertake a high-level validation of the information available to determine whether an Adjustment may be needed.
2	The Initiating Institution will inform each other financial institution that is affected by the Adjustment request.
3	The payer's financial institution will then investigate and confirm whether the account from which the original payment was made is capable of receiving the relevant Adjustment funds.
4	In the case of Mistaken Payments and Unauthorised Transactions, the financial institution that received the original payment will: <ul style="list-style-type: none"> (a) contact the customer who actually received the funds to verify and investigate the Adjustment request (which may include by requesting further information); (b) confirm whether all or some of the Adjustment amount is available; and (c) ask the recipient customer to prevent withdrawal or use of the Adjustment amount until the investigation is resolved.
5	If the Adjustment request relates to a Mistaken Payment or an Unauthorised Transaction which is not a Fraudulent Payment, the payer's financial institution will also credit the payer an amount equal to the Adjustment amount, pending the outcome of the investigation.
6	Refunds and Processing Errors will be processed as soon as the payer's financial institution confirms that the Adjustment amount is capable of being returned to the original account from which it was paid. With regard to Mistaken Payments and Unauthorised Transactions, the financial institution that received the original payment must liaise with the end recipient of the payment to determine whether the amounts are capable of being returned and whether the end recipient agrees that the amounts should be returned to the original payer. If the recipient agrees to return the funds and if the recipient has sufficient funds to return the payment, an Adjustment will be initiated to return as much of the original payment as possible.

General rules regarding Adjustments

The following general rules apply in respect of Adjustments:

- Adjustments must relate to an earlier payment. That is, they can't be used as a separate manner of payment to a customer;
 - only one Adjustment is permitted in respect of any one payment and an Adjustment cannot be for an amount which is higher than the value of the original payment;
 - Adjustments amounts need to be made to and from the original account from which the initial payment was made;
 - with the exception of Refunds, wherever possible, Adjustments are intended to result in the full return of the original payment from the ultimate recipient of that payment. However, if only a part of the Adjustment amount is capable of being returned, the amount which is capable of being return will be returned;
 - if the full amount of an original payment cannot be returned in full, the liability for the unrecoverable portion of the adjustment amount will:
 - in the case of Mistaken Payments be borne by the participant whose act or omission caused the Mistaken Payment;
 - in the case of Fraudulent Payments, be borne by:
 - the participant who caused or had constructive knowledge of the fraud; and
 - if no such participant caused or had constructive knowledge of the fraud, the payer;
- in the case of all other Unauthorised Transactions, be borne by:
 - the original payer, if that payer failed to follow the prescribed security procedures of its financial institution; and
 - the payer's financial institution in all other circumstances.
 - The procedures and rules described in this document may vary from one financial institution to another depending on the applicability of industry codes such as the ePaymentsCode.
 - Adjustments arising from errors relating to the BPAY® View service will be dealt with in the same way as described above.
 - If we agree that you can act as a master biller on behalf of one or more sub-billers:
 - the Adjustments process described above will apply in respect of payments made to those sub-billers; and
 - you must, where feasible, keep your sub-billers informed of the progress of all investigations and adjustments which we notify you of and which relates to that sub-biller.

Important Note: This document is a guide only, and is not intended to replace or affect our contractual agreements with you, or the application of the BPAY® scheme rules.

Appendix B – BPAY Payments Standards Manual

BPAY Logo

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



White background



Coloured background

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

Logo Colourways

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

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

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

When the full colour version cannot be used, due to printing or media limitations, black is the preferred single colour. If this option is not available and the single colour to be used is not black or the BPAY Blue approval must be sought by the Scheme via your Financial Institution.

Bill Configurations

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

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

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

Important Guidelines for Bill Configurations

The Minimum Vertical Standard for the logo is 10 mm.

The Minimum Horizontal Standard for the logo is 8mm.

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

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

Approval of Bill Layout

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

Aligning Logo and Customer Reference Box

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

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

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

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

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

Preferred paper and electronic Bill Configurations

A.



Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

B.



Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.

More info: www.bpay.com.au

c. QR Codes

When using QR codes the QR code must appear to the right of



the customer reference box. **Telephone & Internet Banking – BPAY®** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. To use the **QR code**, use the reader within your mobile banking app. More info: www.bpay.com.au

Electronic Use of the BPAY Identity

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

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

Fixed Payment Billers

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

Bill Design and the CRN

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

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

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

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

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

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

Bill Changes

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

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

Logo in Reverse

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



BPAY® in Body Copy

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

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

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

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

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

Arial typeface to be used wherever possible.

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

The footnote to the trademark is:

® Registered to BPAY Pty Ltd
ABN 69 079 137 518

Correct:
BPAY®, BPAY®, BPAY, BPAY

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

Use in Promotions

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

Stand Alone Logo in Body Copy

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

Sample



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.

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

White background



Dark Background



BPAY View Billers

BPAY View is an Internet banking feature that will enable customers to view their bills online and pay them using BPAY or any other payment method accepted by the Biller.

In addition to the standards set out above, BPAY View Billers are required to comply with the following:

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

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

Preferred paper and electronic Bill configurations

A.



BPAY® this payment via Internet or phone banking.

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

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

B.



BPAY® this payment via Internet or phone banking.

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

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

C. With a QR code

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



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

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

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

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

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

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

Vertical logo format

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

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

Horizontal logo format

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

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

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

Approval of Bill Layout

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

BPAY View® in Body Copy

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

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

- BPAY is always upper case. No space between 'B' and 'PAY'.
- In View, the 'V' is always upper case and 'iew' is always lower case.

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

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

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

Arial typeface is to be used wherever possible.

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

The footnote to the trademark is:

® Registered to BPAY Pty Ltd
ABN 69 079 137 518

Correct:

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

Incorrect:

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

Use in Promotions

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

Using BPAY Marks

- A denotation or legend of trademark registration or ownership in connection with any mark (other than the BPAY Marks) should only be used in association with or on the same printed matter as the BPAY Marks, if such use will not adversely affect BPAY's rights in the BPAY Marks.
- BPAY Payments promotional materials and other information provided to customer is not misleading.
- Always use the complete BPAY logo design and not use any variations to the word Marks "BPAY" and the BPAY logo designs in order to avoid a weakening of the distinctive character of these Marks, provided that:
 - I. the word Marks "BPAY" and "BPAY View" may be used without the BPAY logo Mark design; and
 - II. the BPAY logo Mark design may be used without the word Marks "BPAY" or "BPAY View";
- Do not use the term "BPAY" in the possessive or as an adjective (e.g. do not use the terms "BPAY's customers" or "BPAY billers");

The BPAY Marks may be used:

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

Appendix C – Sub-biller agreement

1. General requirements

- (a) The Sub-biller must:
 - (i) provide all necessary information, authorisations and consents:
 - (A) to enable the Financial Institution to effect Payments and implement Adjustments in relation to the Sub-biller;
 - (B) which are required to use the Sub-biller's name in reports or lists prepared or published by BPAY® and by participants in BPAY® Payments; and
 - (C) to enable the Master Biller to comply with its obligations under its Biller Agreement with the Financial Institution;
 - (ii) do all things necessary to give effect to the authorisations and consent in paragraph (i), including executing any documents and making all relevant disclosures to and obtaining necessary consents from its customers and otherwise assist the Financial Institution to accept Payments from the Sub-biller's customers and credit and debit the Nominated Account all amounts contemplated by the Sub-biller Agreement;
 - (iii) not give the Master Biller or Financial Institution any instructions or directions which are inconsistent with any authorisations it provides to the Financial Institution;
 - (iv) provide to the Master Biller all information reasonably requested by the Master Biller, including those relating to the billing arrangements with its customers, and notify the Master Biller of any changes to those details;
 - (v) not make any warranty or representation in respect of goods or services they supply which may bind the Financial Institution, BPAY®, or any other participant in BPAY® Payments;
 - (vi) correctly credit to, or debit from, its customers the amount of each Payment and Adjustment, including as recorded on the Biller Information Files if such files are to be delivered directly to the Sub-biller in accordance with section 2.1(d) of this Appendix C – Sub-biller Agreement; and
 - (vii) notify the Master Biller or the Financial Institution promptly if, for any reason, it becomes aware that it is unable to apply Payments and Adjustments in accordance with paragraph (vi).
- (b) The Sub-biller's participation in BPAY® Payments must not bring the BPAY® Payments or the Scheme into disrepute.

2. Requirements regarding receiving Payments and making Adjustments

2.1 General

- (a) The Sub-biller must acknowledge and agree that:
 - (i) Payment Instructions received by the Financial Institution after the Payment Cut-Off Time will be processed on the next Banking Business Day;
 - (ii) the Financial Institution will not be liable to the Sub-biller if for any reason beyond the Financial Institution's control it does not receive the funds in respect of a Payment which the Sub-biller's customers have effected using BPAY® Payments; and if the Financial Institution has already credited the relevant Nominated Account with the relevant funds, it may debit the Nominated Account for the corresponding amount by way of an Adjustment; and
 - (iii) delays may occur in the processing of Payments for various reasons including because of public or bank holidays, Payment Instructions being received after the Payment Cut-Off Time, another financial institution not complying with its obligations under the Scheme, the Master Biller failing to comply with its obligations under the Biller Agreement or Sub-biller or Master Biller failing to comply with any obligations under the Biller Sub-biller Agreement.
- (b) The Sub-biller must treat a Payment as having been received by it on the day its customer gives the relevant direction to the customer's financial institution to effect that relevant Payment. However, if a customer gives a payment direction to its financial institution after the relevant Payment Cut-Off Time, then the Sub-biller may treat the Payment as having been received the next Banking Business Day.
- (c) If the relevant Nominated Account is an account which the Sub-biller holds directly with the Financial Institution:
 - (i) the Sub-biller must establish and maintain that Nominated Account with the Financial Institution and that Nominated Account must be an account which is acceptable to the Financial Institution for that purpose; and
 - (ii) the Financial Institution will make Payments and effect Adjustments relating to the Sub-biller to and from that Nominated Account.
- (d) If Biller Information Files are to be sent directly to the Sub-biller:
 - (i) the Financial Institution will prepare and provide directly to the Sub-biller, Biller Information Files for transactions involving the Sub-biller; and

- (ii) the Sub-biller must establish and maintain adequate procedures and systems for promptly receiving and processing Biller Information Files and to generate sufficient records to allow transactions through BPAY® Payments to be traced, checked and, if an error occurs, to be identified and adjusted.

2.2 Fixed Payment Bills

- (a) If the Sub-biller designates one or more of its Bills as a Fixed Payment Bill, the Sub-biller must:
 - (i) prominently disclose on those Bills:
 - (A) the specified amount and/or specified date (as the case may be); and
 - (B) a statement in accordance with the Standards Manual (Appendix B) which clearly discloses the fact that Payment in respect of the Bill must be made for the specified amount and/or the specified date and that failure to comply with those requirements will result in the Payment not being accepted; and
 - (ii) not discriminate between BPAY® Payments and other payment methods available to its customers.

2.3 Requirements relating to Adjustments

- (a) Sub-billers must:
 - (i) acknowledge that Adjustments will be processed in accordance with this Appendix C and Appendix A - the Adjustments Summary Document;
 - (ii) promptly notify the Master Biller if it becomes aware:
 - (A) that it has received a Payment in error;
 - (B) of any Processing Error, Mistaken Payment or an Unauthorised Transaction involving a Payment which is processed or received by or on behalf of the Sub-biller; or
 - (C) of any other delays or mistakes in processing a Payment relating to the Sub-biller;
 - (iii) use best endeavours to assist the Master Biller, Financial Institution, BPAY® and BPAY®'s service providers in effecting any Adjustment for a Payment that has been processed or received by the Sub-biller and which is required to be adjusted in accordance with the Scheme, including (where relevant) by confirming whether all or some of the funds which are the subject of an Adjustment are available in the relevant Nominated Account;
 - (iv) if the Financial Institution or Master Biller notifies the Sub-biller of a Processing Error or an alleged Mistaken Payment or Unauthorised Transaction relating to the Sub-biller, immediately prevent the withdrawal or other

application of funds held by the Sub-biller which comprises the original Payment (to the extent not already paid out by the Sub-biller to another party) until resolution of the matter;

- (v) keep its customers informed of the progress of all investigations and Adjustments. However the Sub-biller is not required to notify its customers if the Sub-biller, Master Biller or the Financial Institution reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation or BPAY® Payments more broadly;
- (vi) not deny any legitimate requests for Adjustments unless it has a genuine ground for refusing to do so. If the Sub-biller wishes to deny a request for an Adjustment, it must provide evidence to the reasonable satisfaction of the Financial Institution demonstrating why the Adjustment should not be made;
- (b) If the Sub-biller does not respond to a query in relation to investigations or Adjustments within two Banking Business Days of that query (or seven Banking Business Days in the case of Unauthorised Transactions), the Financial Institution may process or arrange for BPAY® to process the Adjustment and debit the Nominated Account without further enquiry.
- (c) The Sub-biller may initiate a Refund to return all or part of a Payment which it has processed or received from its customers.
- (d) The Sub-biller must acknowledge that its customers' liability may be limited under the ePayments Code where applicable.

3. Promotions, advertising and use of Marks

- (a) Sub-billers must:
 - (i) inform its customers using materials which are provided or approved by the Financial Institution and in a manner which is not misleading, how they can use BPAY® Payments;
 - (ii) display the Marks on all billing stationery and/or on all relevant electronic platforms prominently and in accordance with the Standards Manual;
 - (iii) if it wants to include the Marks in invoices which it provides its customers:
 - (A) obtain the Financial Institution's approval for the form of each invoice it uses; and
 - (B) include the Biller Code and the available Payment Methods and Limits in each invoice.

- (b) Notwithstanding paragraph 10(a) “**Promotions, advertising and use of Marks**”, Sub-billers may, from the date the Master Biller agrees to facilitate the Sub-biller participation in BPAY® Payments until the earlier of the date the Sub-biller next refreshes its invoices or 6 months, in lieu of complying with its obligations under the paragraph 10(a) **Promotions, advertising and use of Marks** and the Standards Manual in relation to the display of Marks on its invoice, include an insert accompanying its invoices which feature the relevant Marks and which provide instructions to its customers on how they can use the relevant Service.
 - (c) The Sub-biller may use the Marks in the manner specified in this section 3 Appendix C – Sub-biller Agreement and the Standards Manual for the purposes of complying with paragraph (a) and otherwise advertising the Sub-biller’s participation in, and promotion of, BPAY® Payments.
 - (d) This Sub-biller must not permit any other party to use the licences granted under this section 3 Appendix C – Sub-biller Agreement. The licence granted under this section 3 Appendix C – Sub-biller Agreement will terminate immediately on termination of the Financial Institution’s right to sub-license use of the relevant Marks or on termination of the Master Biller’s Biller Agreement with the Financial Institution.
 - (e) The Sub-biller must acknowledge that:
 - (i) BPAY® owns the Marks;
 - (ii) it will not contest or in any way impair any rights of BPAY® to the Marks; and
 - (iii) at any time at the Financial Institution’s or BPAY®’s request to include a statement on any packaging, promotional or advertising materials used in connection with BPAY® Payments, including any in electronic form, that the Marks are being used by the Financial Institution under the control of and with the authorisation of BPAY® and acknowledging BPAY®’s ownership of the Marks.
 - (f) The Sub-biller must comply with all reasonable requests by the Financial Institution in connection with its use of the Marks.
 - (g) Any use of the Marks by the Sub-biller which is not in compliance with the requirements of this section 3 Appendix C – Sub-biller Agreement and the Standards Manual, and which is not promptly discontinued following written notice from the Financial Institution or the Master Biller to discontinue such use, must be regarded as adequate ground for termination of the Sub-biller Agreement.
 - (h) The Sub-biller must use the appropriate symbols which confirm trademark registration or ownership in connection with the Marks, as required or consented to by the Financial Institution or BPAY®.
 - (i) The Sub-biller must not use the Marks in such a way as to create an impression that the goods or services are offered or are sponsored, produced, offered or sold by the Financial Institution or BPAY®. The Sub-biller must not adopt “BPAY®”, “BPAY® Payments” or any other Mark as any part of the name of its business or apply it to any goods or services offered for sale.
 - (j) The Sub-biller must notify the Financial Institution promptly on becoming aware of any infringement, potential infringement or claim of infringement relating to the Marks. Where any such claim is made against the Sub-biller, Master Biller or the Financial Institution, BPAY® may take over the defence of such claim or proceedings. If BPAY® does not do so, the Sub-biller must keep the Financial Institution informed of all developments relating to that claim.
 - (k) The Sub-billers must only use literature or promotional materials provided or approved by the Financial Institution for the purposes set out in paragraph 10(c) “**Promotions, advertising and use of Marks**” or in accordance with the Standards Manual.
- 4. Suspension and termination**
- 4.1 Suspensions and terminations for default**
- (a) The Sub-biller must acknowledge and agree that the Financial Institution or BPAY® may:
 - (i) procure the suspension or termination of the Sub-biller Agreement;
 - (ii) update the status of the Sub-biller in BPAY® Payments so that no transactions relating to the Sub-biller will be processed through BPAY® Payments; and/or
 - (iii) take any other reasonable action, if the Financial Institution or BPAY® (as the case may be), suspect on reasonable grounds that the Sub-biller, its customers or someone acting of their behalf, are:
 - (iv) being fraudulent;
 - (v) in breach of the Sub-biller Agreement, or are likely to cause the Master Biller to be in breach of its Biller Agreement with the Financial Institution; or
 - (vi) using BPAY® Payments in a manner that will, or is likely to, adversely affect the integrity, stability or reputation of BPAY® Payments or the quality of services offered to end customers.
 - (b) Sub-billers must also agree and acknowledge that the Sub-biller Agreements may also be suspended or terminated if:
 - (i) required under the BPAY® Scheme Documents or are otherwise requested by BPAY®;

- (ii) the Financial Institution's membership to the Scheme or its subscription to BPAY® Payments is suspended, ceases or is cancelled for any reason.
- (c) Sub-billers must also agree and acknowledge that BPAY® or the Financial Institution may, acting reasonably, impose additional procedural and/or reporting requirements in connection with the Sub-biller's participation in BPAY® Payments in lieu of suspending or terminating the Sub-biller Agreement under this section 4 Appendix C – Sub-biller Agreement.

4.2 Consequences of termination

- (a) If the Sub-biller Agreement is terminated, the Sub-biller must:
 - (i) cease promoting BPAY® Payments, including ceasing use of all affected Marks;
 - (ii) promptly advise its customers that they can no longer make payments to the Sub-biller using BPAY® Payments; and
 - (iii) continue to maintain a Nominated Account (if the Sub-biller holds an account directly with the Financial Institution under section 2.1(c) of this Appendix C – Sub-biller Agreement) and otherwise comply with its obligations under the Sub-biller Agreement in relation to the processing of Payments and Adjustments for a period of 60 Banking Business Days after termination; and
 - (iv) upon the Financial Institution's or BPAY®'s request, return or destroy:
 - (A) all stationary (including invoices) containing any affected Marks;
 - (B) the Financial Institution's and BPAY®'s confidential information and Personal Information, which are in the Sub-biller's possession or control and which relate to the Sub-biller Agreement.
- (b) Sub-billers must acknowledge that the Financial Institution will no longer be obliged to accept payments from its customers or provide to any other services to the Sub-biller if the relevant Sub-biller Agreement expires or terminates for any reason.

6. Definitions

In this Appendix C – Sub-biller Agreement, Financial Institution means the financial institution with whom the Master Biller or (where the Master Biller permits Payments and Adjustments to be made directly to and from the Nominated Account of the Sub-biller) the Sub-biller holds the Nominated Account.

5. Privacy

Without limiting section 1(a)(i) of this Appendix C – Sub-biller Agreement, the Sub-biller must consent to the Financial Institution disclosing to BPAY®, its service providers and such other participants involved in BPAY® Payments such Personal Information relating to the Sub-biller and its customers as is necessary to facilitate the provision of BPAY® Payments to the Sub-biller.



Participating Sub-Biller

Participating Sub-Biller

Billers full name ABN

Address of registered office

 State Postcode

Telephone Mobile number

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

Attention

Address

 State Postcode

Contact phone number Email address

Participating Master-Biller

Master-Biller full name ABN/ACN Master-Biller Biller ID

Address of registered office

 State Postcode

Biller Code allocated to Sub-Biller

To be confirmed by NAB upon successful application.

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

Nominated Sub-Biller Account

Account to be credited for Payments and credited or debited as necessary for Adjustments.

Financial Institution name

Account name

BSB number Account number Sub-biller Biller ID

Sub-Biller Payment Methods

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 the same as those for the Master Biller code.

Minimum Maximum

Sub-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)

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 us if you wish to change this, otherwise your customers will not be able to pay you.

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.

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 us if you wish to change this otherwise your customers will not be able to pay you.

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.



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

Executed under Power of Attorney

Executed by the Sub-biller by being signed by their attorney(s) who is/are authorised under Power of Attorney, and who declare(s) that they, at the time of execution of this document, has/have no notice of its revocation.

Date of Power of Attorney

Full Name of attorney

Full Name of attorney

Signature of attorney

Signature of attorney

Position (BLOCK LETTERS)

Position (BLOCK LETTERS)

Date

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

Executed under Power of Attorney

Executed by the Sub-biller by being signed by their attorney(s) who is/are authorised under Power of Attorney, and who declare(s) that they, at the time of execution of this document, has/have no notice of its revocation.

Date of Power of Attorney

Full Name of attorney

Full Name of attorney

Signature of attorney

Signature of attorney

Position (BLOCK LETTERS)

Position (BLOCK LETTERS)

Date

Date