

Notice of Change

Changes to *Conditions of Use Accounts and Access* and *PayID terms of use*

We have made the following changes to our *Conditions of Use Accounts and Access (COU)* and *PayID terms of use*. The changes will apply to certain accounts and access products on the following effective dates:

NO.	YOUR PRODUCT BRAND	EFFECTIVE DATES
1	If you are holding a product branded as UniBank	17th October 2022
2	If you are holding a product branded as Health Professionals Bank	17th October 2022
3	If you are holding a product branded as Firefighters Mutual Bank	17th October 2022
4	If you are holding a product branded as Teachers Mutual Bank	17th October 2022

How will the changes affect you?

These changes support the introduction of PayTo and allow you to accept and manage payment agreements with merchants for payment from some Firefighters Mutual Bank, Health Professionals Bank, Teachers Mutual Bank and UniBank accounts.

What are the changes to the COU?

CONTENTS	
Contents (commencing on existing page 4)	Insert new "Section 25 PayTo" in the Electronic Access Facilitates and ePayments Conditions of Use contents.
OPENING AND OPERATING YOUR ACCOUNTS	
Accounts and access facilities (existing page 6)	Amend the list of access facilities to include a new bullet point for "PayTo".
Summary of accounts and access facilities (commencing on existing page 12)	Amend the Summary of accounts and access facilities table to: <ul style="list-style-type: none"> • insert a new row for "PayTo" and indicate, by the use of a tick (v), that it is available for the Everyday Direct account and Bill Paying account; and • for accounts that "Can send NPP payment", remove the tick (v) against the First Home Saver Account, to indicate that the First Home Saver Account cannot send NPP payments.
How to withdraw and transfer (commencing on existing page 16)	Amend the list of withdrawal and transfer methods under 'How to withdraw and transfer' to include a new bullet point for "by PayTo".

<p>Direct debits (commencing on existing page 19)</p>	<p>At the end of the section headed “Direct Debits” add the following new paragraph:</p> <p>“If you have authorised a remitter to debit your account as a direct debit and the remitter migrates the direct debit arrangement to PayTo, the direct debit arrangement will cease to be a direct debit arrangement and will instead be treated as a PayTo Payment Agreement (see section 25 of the Electronic Access Facilities and ePayments Conditions of Use for more information about PayTo and Migrated DDRs).”</p>
<p>ELECTRONIC ACCESS FACILITIES AND EPAYMENTS CONDITIONS OF USE</p>	
<p>Section 2 (commencing on existing page 28)</p>	<p>Insert the following new definitions in section 2 of the Electronic Access Facilities and ePayments Conditions of Use starting on page 28:</p> <ul style="list-style-type: none"> • Mandate Management Service (MMS) means the Mandate Management Service being a central, secure database of Payment Agreements operated by NPP Australia Limited. • Migrated DDR means a Payment Agreement created by a Merchant or Payment Initiator to process payments under an existing direct debit arrangement as PayTo Payments instead of through the direct debit system – see the ‘Migration of direct debits’ clause below. • Merchant means a merchant with which you have established, or would like to establish, a Payment Agreement. • PayTo Agreement or Payment Agreement means an agreement created by an approved Merchant or Payment Initiator in the Mandate Management Service by which you authorise us to make payments from your account or a Migrated DDR. • Payment Initiator means an approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your account. • PayTo means the service which enables us to process NPP Payments from your account in accordance with and on the terms set out in a Payment Agreement. • PayTo Payment means an NPP Payment we make pursuant to a Payment Agreement. • Transfer ID means a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more Payment Agreements.”
<p>Section 2 (commencing on existing page 28)</p>	<p>Make the following amendments to the definitions in section 2 of the Electronic Access Facilities and ePayments Conditions of Use:</p> <ul style="list-style-type: none"> • Delete the current ‘NPP Payment’ definition and insert “NPP Payment means a payment settled and cleared through the NPP and includes Fast Payments, Osko Payments and PayTo Payments. • Delete the current ‘electronic banking’ definition and insert “electronic banking means for example, internet banking, mobile banking app, telephone banking and PayTo. • In the definition of “regular payment arrangement”: <ul style="list-style-type: none"> - decapitalise both references to “Merchant” to “merchant”; and - replace “to bill your account” with “to bill your Visa Card”. <p><i>(Note that all references to “Merchant” in section 24 are to be changed to “merchant”).</i></p>
<p>Section 9 (existing page 36)</p>	<p>In the definition of ‘mistaken internet payments’ in section 9 of the Electronic Access Facilities and ePayments Conditions of Use replace “This does not include payments made using BPAY” with “This does not include payments made using BPAY or PayTo Payments”.</p>

Section 25

(commencing on existing page 56)

Insert the following terms and conditions as Section 25 of the Electronic Access Facilities and ePayments Conditions of Use:

25. Section 25

PayTo

- 25.1 This section 25 applies in relation to your use or attempted use of PayTo and any Payment Agreement that is created for an account, and related PayTo Payments, if PayTo is available for your account, when we begin to offer PayTo. See the Summary of accounts and access facilities to determine whether PayTo is available for your account.
- 25.2 PayTo allows payers to establish and authorise Payment Agreements with Merchants or Payment Initiators who offer PayTo as a payment option.
- 25.3 We will send certain PayTo notifications by email and/or SMS text message so you should ensure you have given us your current email address and mobile phone number and promptly tell us if they change. If we do not have a current email address or mobile phone number you will not receive some PayTo notifications from us.

Creating a Payment Agreement

- 25.4 You can set up a Payment Agreement with a Merchant or Payment Initiator that offers PayTo as a payment option by providing the Merchant or Payment Initiator with a PayID you have created for your account or the account's BSB and account number (being either the unique account number or your member number together with your account code e.g. S1). You are responsible for ensuring that the PayID or BSB and account number you provide for the purpose of establishing a Payment Agreement are correct. Any personal information you or data you provide to a Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.
- 25.5 You should not set up a Payment Agreement with a Merchant or Payment Initiator using only your BSB and member number without the unique account code (e.g. S1). If you do, we will reject the Payment Agreement.
- 25.6 If you agree to setup a Payment Agreement with a Merchant or Payment Initiator, they will create the Payment Agreement in the Mandate Management Service through their financial institution or payments processor and we will be notified.
- 25.7 After we receive notification that a new Payment Agreement has been created for your account, we will notify you with the details of the Payment Agreement by SMS text message and/or email and ask you to confirm your approval of the Payment Agreement through internet banking. If you do not have internet banking, you can contact us by telephone to approve or decline the Payment Agreement. You may approve or decline any Payment Agreement at your discretion and we will record whether you approved or declined the Payment Agreement in the Mandate Management Service.
- 25.8 If a Payment Agreement requires your confirmation within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator or it may expire.
- 25.9 If you tell us that you approve a Payment Agreement it will be active once we record your approval in the Mandate Management Service. Payment requests may be made by a Merchant or Payment Initiator immediately after you have approved a Payment Agreement so do not approve a Payment Agreement unless you are sure all the details are correct.
- 25.10 If you think the payment amount, frequency or any other detail presented in a Payment Agreement is incorrect, you should decline the Payment Agreement and contact the relevant Merchant or Payment Initiator to have them resubmit a new Payment Agreement with the correct details.
- 25.11 By approving a Payment Agreement, you:
- a) authorise us to collect, use and store your name and account details and other details about you and the Payment Agreement from and in the Mandate Management Service; and

- b) acknowledge that these details may be disclosed to NPP Australia Limited (who operates the Mandate Management Service) and the financial institution or payment processor for the Merchant or Payment Initiator for the purposes of creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your account and for related purposes; and
- c) consent to us, other financial institutions and payment processors, NPP Australia Limited, Merchants and Payment Initiators using and disclosing such of your personal information as is contained in a Payment Agreement record in the Mandate Management Service as contemplated by the NPP regulations and procedures.

PayTo Payments

- 25.12 We will process payment instructions we receive from a Merchant or Payment Initiator in connection with a Payment Agreement only if you have approved the associated Payment Agreement.
- 25.13 By authorising a Payment Agreement you instruct us to make PayTo Payments from your relevant account in accordance with the Payment Agreement each time a PayTo Payment is requested by the Merchant or Payment Initiator who is a party to the Payment Agreement or their financial institution or payment processor.
- 25.14 It is your responsibility to ensure you have sufficient funds in your account to process each PayTo Payment. We are not required to make a PayTo Payment if there are insufficient cleared funds in your account at the time the PayTo Payment is requested (see the 'Overdrawing an account' section for more information).

Amending a Payment Agreement

- 25.15 A Payment Agreement may be amended by the Merchant or Payment Initiator from time to time.
- 25.16 If we are notified that a Merchant or Payment Initiator seeks to amend a Payment Agreement and that amendment requires your approval we will notify you of the amendment request by SMS text message and/or email and request that you approve or decline the amendment. You may approve or decline an amendment request presented for your approval through internet banking. If you do not have internet banking, you can contact us by telephone to confirm or decline the amendment request.
- 25.17 We will promptly record whether you approved or declined the Payment Agreement amendment request in the Mandate Management Service. If you tell us that you approve an amendment request the amendment will be active once we record your approval in the Mandate Management Service. If you decline a Payment Agreement amendment request, the Payment Agreement will not be affected by the amendment request and will continue as if the amendment request had not been submitted.
- 25.18 If you think the payment amount, frequency or any other detail presented in a Payment Agreement amendment request we provide to you for approval is incorrect, you should decline the amendment request and contact the relevant Merchant or Payment Initiator to have them resubmit a new amendment request with the correct details. We cannot change the details in an amendment request.
- 25.19 If a Payment Agreement amendment request requires your approval within a timeframe stipulated by the Merchant or Payment Initiator, or NPP, and you do not provide approval within that timeframe, the Payment Agreement amendment may expire and it will be treated as being declined by you.
- 25.20 You may instruct us to amend your name, PayID or BSB and account details in a Payment Agreement. You can also amend your PayID or BSB and account details in a Payment Agreement through internet banking. Account details may only be replaced with a PayID or BSB and account number of an eligible account you hold with us. If you wish to amend the account details to refer to an account with another financial institution, you must cancel the Payment Agreement and contact the Merchant or Payment Initiator to create a new Payment Agreement with the new account details. We may decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. You may not request us to amend the detail of the Merchant or Payment Initiator, or another party.

Pausing or resuming a Payment Agreement

- 25.21 You can pause and resume a Payment Agreement, or resume a paused Payment Agreement, through internet banking or by contacting us by telephone. We will promptly act on your instruction to pause or resume a Payment Agreement by updating the Mandate Management Service. The Merchant or Payment Initiator who is a party to the Payment Agreement will be notified each time you pause or resume a Payment Agreement.
- 25.22 A Payment Agreement may also be paused or resumed by the relevant Merchant or Payment Initiator. We will notify you each time we are notified that a Payment Agreement is paused or resumed by the Merchant or Payment Initiator.
- 25.23 We may also pause any Payment Agreement that has been setup using a PayID if the PayID is locked or closed. If we do, we will resume the Payment Agreement once the PayID is unlocked or we obtain instructions from you that otherwise enable the Payment Agreement to be resumed (unless the Payment Agreement has since been cancelled). We will notify you if we pause or resume a Payment Agreement and the Merchant or Payment Initiator associated with the Payment Agreement will also be notified each time we pause or resume a Payment Agreement.
- 25.24 While a Payment Agreement is paused, we will not process any PayTo Payment requests we receive pursuant to the Payment Agreement. PayTo Payments will resume once a paused Payment Agreement is resumed.
- 25.25 Although pausing a Payment Agreement will stop related PayTo Payments being made from your account, doing so may breach the terms of your agreement with the relevant Merchant or Payment Initiator or you may be required to make payment in some other way. We suggest that you ensure you understand the consequences of pausing a Payment Agreement before you do so and, if necessary, contact the relevant Merchant or Payment Initiator.

Transferring a Payment Agreement

- 25.26 It is not currently possible to transfer a Payment Agreement between accounts with us and accounts with another financial institution. If you want to change a Payment Agreement to an account with another financial institution, you must contact the Merchant or Payment Initiator to create a new Payment Agreement with the new account details.

Cancelling a Payment Agreement

- 25.27 You can cancel a Payment Agreement at any time through internet banking or by contacting us by telephone. We will promptly act on your instruction to cancel a Payment Agreement by updating the Mandate Management Service. The Merchant or Payment Initiator associated with your Payment Agreement will then be notified that you have cancelled the Payment Agreement.
- 25.28 A Payment Agreement may also be cancelled by the relevant Merchant or Payment Initiator. We will notify you through internet banking if we are notified that a Payment Agreement is cancelled by the Merchant or Payment Initiator.
- 25.29 We will not process any PayTo Payment requests we receive from the Merchant or Payment Initiator pursuant to a Payment Agreement after it has been cancelled.
- 25.30 Although cancelling a Payment Agreement will stop related PayTo Payments being made from your account, doing so may breach the terms of your agreement with the relevant Merchant or Payment Initiator or you may be required to make payment in some other way. We suggest that you ensure you understand the consequences of cancelling a Payment Agreement before you do so and, if necessary, contact the relevant Merchant or Payment Initiator.

Migration of direct debits

- 25.31 If you have an existing direct debit arrangement with a Merchant or a Payment Initiator, the Merchant or Payment Initiator may choose to create a Payment Agreement for the direct debit arrangement to process payments as PayTo Payments instead of as direct debit payments.
- 25.32 If a Merchant or a Payment Initiator does this, you will be notified by them that your future payments will be processed from your account through PayTo and you will then have the option of telling the Merchant or Payment Initiator that you do not consent.

- 25.33 If you do not advise the Merchant or Payment Initiator that you do not consent to your direct debit arrangement being migrated to PayTo, the Merchant or Payment Initiator may create a Migrated DDR Payment Agreement in the Mandate Management Service that reflects the terms of your direct debit service agreement and the Payment Agreement will be deemed to have been approved by you. We will not seek your approval of a Payment Agreement that relates to a Migrated DDR.
- 25.34 Once the Migrated DDR Payment Agreement has been created by the Merchant or Payment Initiator, you and the Merchant or Payment Initiator will be able to amend, pause and resume and cancel the Payment Agreement in the same way as any other Payment Agreement as set out above.
- 25.35 If a direct debit arrangement you have set up using only your member number (instead of either your unique account number or your member number together with your account code e.g. S1) is migrated to PayTo as a Migrated DDR, we will allocate it to any of your accounts that allow PayTo in our discretion and the account the Migrated DDR is set up for may be different than the account the direct debit arrangement was previously set up for. Where this is the case we may change the account we have allocated the Migrated DDR to in our discretion from time to time unless you have instructed us to change it to a specific account number (see 'Amending a Payment Agreement' above for information about how you can amend the account details in Payment Agreements).
- 25.36 By permitting the creation of a Payment Agreement for a direct debit arrangement (by not contacting the Merchant or Payment Initiator and telling them that you do not consent), you:
- a) authorise us to collect, use and store your name and account details and other details about you and the Payment Agreement from and in the PayTo Service;
 - b) acknowledge that these details may be disclosed to NPP Australia (who operates the PayTo Service) and the financial institution or payment processor for the Merchant or Payment Initiator for the purposes of creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your account and for related purposes; and
 - c) consent to us, other financial institutions and payment processors, NPP Australia Limited, Merchants and Payment Initiators using and disclosing such of your personal information as is contained in a Payment Agreement record in the PayTo Service as contemplated by the NPP regulations and procedures.

General PayTo obligations

- 25.37 We will accurately reflect all information you provide to us in connection with a Payment Agreement in the Mandate Management Service.
- 25.38 You must:
- a) ensure that you carefully consider any Payment Agreement creation request or amendment request made in respect of your Payment Agreement and promptly respond to such requests;
 - b) ensure that all information and data you provide to us or to any Merchant or Payment Initiator that is authorised to use PayTo is accurate and up-to-date;
 - c) not use PayTo to send threatening, harassing or offensive messages to a Merchant, Payment Initiator or any other person;
 - d) where we allow you to provide a payment description or reference in connection with a Payment Agreement you must ensure that it does not contain, refer to or link to:
 - i) any swearing, profanity or offensive, discriminatory, threatening or abusive content;
 - ii) any information that is confidential or must be kept secret;
 - iii) sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record and health information);
 - iv) anything which infringes the intellectual property rights of any person; or
 - v) anything which is illegal or seeks to promote illegal activity;

- e) comply with all applicable laws in connection with your use of PayTo;
- f) promptly consider, action and respond to any Payment Agreement creation request, amendment request or other notification we send you;
- g) immediately notify us if you no longer hold or have authority to operate the account from which payments under a Payment Agreement you have approved or permitted to be created are being or are to be made;
- h) promptly notify us if you receive a Payment Agreement creation request or amendment request or become aware of PayTo Payments being processed from your account that you are not expecting, or experience any other activities that appear suspicious, fraudulent or erroneous;
- i) promptly notify us if you become aware of a PayTo Payment being made from your account that is not permitted under the terms of your Payment Agreement or that was not approved by you; and
- j) comply with any direction we give you where doing so is necessary for us to comply with our obligations relating to PayTo including under the NPP regulations and procedures.

25.39 You are responsible for complying with the terms of any agreement that you have with the Merchant or Payment Initiator who is a party to a Payment Agreement (including any payment and notice giving obligations or termination requirements) and for dealing with the Merchant or Payment Initiator in relation to any concerns or complaints you have in relation to any goods or services relating to the Payment Agreement.

25.40 From time to time, we may request that you confirm that one or more of your Payment Agreements are accurate and up-to-date. You must promptly action and respond to any such request. If you fail to do so, we may pause the relevant Payment Agreement(s).

25.41 We may monitor your Payment Agreements for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements if we reasonably suspect misuse, fraud or security issues. We will promptly notify you if we pause or cancel a Payment Agreement for these purposes but only if we are legally permitted to do so. You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement for misuse, fraud or for any other reason.

25.42 If you notify us of a PayTo Payment being made from your account that is not permitted under the terms of your Payment Agreement or that was not approved by you and submit a claim, we will acknowledge your claim within 1 business day and provide a formal response to your claim within 30 business days. If the claim is founded, we will refund the PayTo Payment to your account.

Liability for PayTo

25.43 To the maximum extent permitted by law, we will not be liable to you or any other person for any loss suffered as a result of:

- a) processing PayTo Payments under a Payment Agreement which you have approved or are deemed to have approved;
- b) you failing to properly consider or promptly respond to any Payment Agreement creation request or amendment request we send you;
- c) you failing to properly consider and action any notification we send you in relation to any Payment Agreement;
- d) you or a Merchant or Payment Initiator pausing, resuming or cancelling a Payment Agreement; or
- e) any delay or failure in respect of a Payment Agreement or a PayTo Payment being processed due to the unavailability or failure of the PayTo Service,

except to the extent such loss is caused by us failing to comply with our obligations relating to PayTo under these terms and conditions

WHAT ARE THE CHANGES TO THE PAYID TERMS OF USE?	
Introductory text (existing page 1)	Replace the second paragraph of the introductory text with: “For the terms and conditions that apply to making or receiving payments using a PayID, PayTo, PayTo Payments and Payment Agreements, and your related rights and obligations, please refer to the terms and conditions that apply to your relevant Account or access facility”
Definitions (existing page 1)	Insert the following new definitions in section 1: <ul style="list-style-type: none"> • PayTo means the service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a Payment Agreement. • PayTo Payment means an NPP Payment we make pursuant to a Payment Agreement. • Payment Agreement means an agreement created by an approved merchant or payment initiator in the PayTo mandate management service by which you authorise us to make payments from your Account.
PayIDs (existing page 1)	Replace section 2.1 with the following new section: “The PayID service enables payers to make NPP Payments to payees using an alternate identifier (a PayID) instead of a BSB and account number and enables merchants and payment initiators to create PayTo Payment Agreements and for PayTo Payments to be processed. In our discretion, we may allow you to create a PayID for your Account.”
Privacy (existing page 4)	Insert the following new subclause in section 8 after subclause (b): “(c) third parties, such as NPP Australia Limited and other financial institutions that connect to or use the NPP, accessing your PayID information for the purposes of creating and sending PayTo Payment Agreement creation requests to us to seek your authorisation and for the purposes of sending PayTo Payment requests, in connection with an authorised Payment Agreement, to us for processing from your Account.”

More information

You can obtain more information about these changes, and a full updated version of the Conditions of Use Accounts and Access and PayID terms of use on our website (from 17th October 2022) or by contacting us.