

PayWay

Terms and Conditions

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Contents

SECTION A

| | |
|--|----------|
| Terms and Conditions that apply to all Products | 4 |
| 1. Introduction | 4 |
| 2. Definitions and interpretation | 4 |
| 3. Availability of Products | 9 |
| 4. Undertakings, Representations and Warranties | 9 |
| 5. Records | 11 |
| 6. Use of Products | 11 |
| 7. Transactions | 11 |
| 8. Your Account | 13 |
| 9. Refunds | 14 |
| 10. Invalid Transactions | 14 |
| 11. Information technology | 14 |
| 12. Trustees | 14 |
| 13. Proprietary and Other Rights | 15 |
| 14. Debit User's Responsibilities and Acknowledgements | 15 |
| 15. Limitation of Liability | 16 |
| 16. Indemnity | 16 |
| 17. The Banking Code of Practice | 17 |
| 18. Confidentiality | 17 |
| 19. Product Suspension | 17 |
| 20. Termination | 18 |
| 21. Privacy Statement (for individuals whose personal information may be collected - in this clause referred to as "you") | 19 |
| 22. Privacy Obligations | 19 |
| 23. External service providers | 20 |
| 24. GST | 20 |
| 25. Changes | 20 |
| 26. Notices | 20 |
| 27. Force Majeure | 21 |
| 28. Assignment | 21 |
| 29. Severance | 21 |
| 30. Relationship | 21 |
| 31. Variation and Waivers | 22 |
| 32. Governing Law | 22 |
| 33. Feedback and Complaints | 22 |
| 34. Reasonableness | 23 |
| 35. Anti-Money Laundering and Counter-Terrorism Financing obligations. | 24 |

SECTION B

| | |
|---|-----------|
| Terms and Conditions that apply to specific Products | 25 |
| 36. PayWay API and PayWay Batch | 25 |
| 37. PayWay Phone, Net or Virtual Terminal | 25 |
| 38. PayWay Recurring Billing and Customer Vault | 26 |
| 39. PayWay Payment Card | 28 |
| 40. PayWay Match | 29 |

SECTION A

Terms and Conditions that apply to all Products

1. Introduction

- 1.1 These terms and conditions apply to the following products:
- 1.1.1 **“PayWay Additional Transactional Reporting”** means the reporting function that allows you to consolidate reporting of your PayWay Payments, BPAY® Payments, Remittance Processing Service and Bill Payment Processing Service (Branch Payments);
 - 1.1.2 **“PayWay API”** means the Application Programmer Interface software that can be integrated into your application software to process Card Transactions. It enables you to integrate our Card processing functions into your existing front-end systems;
 - 1.1.3 **“PayWay Batch”** means the facility which lets you make batch Payments for multiple customers by Card;
 - 1.1.4 **“PayWay Connect”** means the service that allows you to programmatically download Settlement Reports through an Application Programmer Interface;
 - 1.1.5 **“PayWay Match”** means the facility that allows your customers to make Payments to you by direct credit using a Virtual Account;
 - 1.1.6 **“PayWay Net”** means the facility that allows your customers to make Card Transactions. PayWay Net uses a secure website hosted by us, with real-time authorisation of Card Transactions;
 - 1.1.7 **“PayWay Payment Card”** means the facility that allows your customers to make Payments to you by Card, by Direct Debit or using the BPAY® Scheme. Plastic payment cards are issued by us. PayWay Payment Card can also be used in conjunction with PayWay Phone, PayWay Net and PayWay Recurring Billing products;
 - 1.1.8 **“PayWay Phone”** means the Interactive Voice Response (IVR) technology that allows your customers to make Card Transactions over the phone with real-time authorisation;
 - 1.1.9 **“PayWay Recurring Billing and Customer Vault”** means the facility that allows you to enter and store data relating to your customers and collect Payments by Card or Direct Debit from your customers. You can collect regular Payments from your customers by entering the payment amount and frequency along with your customers’ Card or Direct Debit details. For variable Payments, you can complete and upload a spreadsheet containing a list of the amounts to be debited or send a payment message from your system; and
 - 1.1.10 **“PayWay Virtual Terminal”** means the facility that allows your staff to collect Card Transactions and receive real-time authorisation through the PayWay Website hosted by us and accessed via your desktop, smartphone or tablet.
- 1.2 If you have entered into an MSA, then this Agreement also includes the terms and conditions set out in the MSA. To the extent there is any inconsistency between this document and the MSA, the terms of this document will prevail.

2. Definitions and interpretation

- 2.1 The following words have these meanings in this Agreement unless the contrary intention appears:
- “Access Code”** includes all usernames and passwords issued to access a Product or the PayWay Website.
- “Account”** means any eligible St.George settlement, billing and split surcharging business account nominated by you for the purposes of this Agreement.
- “ADC”** (being an Account Data Compromise) means any event where we or you (or any of your officers or employees) suspect or have confirmation of unauthorised access to Cardholder Data.

“Adjustment” means an Error Correction or a Reversal.

“Agreement” means this Agreement, including Application, the Schedules, as amended from time to time, the PayWay Fees and Charges Sheet, the MSA and BPAY® Sub-biller Agreement and Operations Manual (as applicable).

“AML Requirements” means:

- (a) the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and corresponding regulations and rules together with all guidance notes, rulings and other publications issued from time to time by the Australian Transaction Reports and Analysis Centre (“Austrac”) and the AML/CTF Program adopted from time to time by us in accordance with these; and
- (b) (in the case of any Service which is made available in whole or in part in or is connected with any other jurisdiction), includes also, any legislation, publications and programs which are equivalent to or enacted, published or adopted for the same purpose as all or part of those referred to in part (a) of this definition.

“Application” means the application submitted by you to us nominating the Product(s) you wish to use.

“AusPayNet” means Australian Payments Network Limited ABN 12 055 136 519.

“BECS” means the system known as the Bulk Electronic Clearing System (CS2) from time to time adopted by AusPayNet for the purpose of co-ordinating, facilitating and protecting the conduct and settlement of electronic exchange between participating institutions.

“BECS Procedures” means the published procedures of BECS administered by AusPayNet as amended from time to time.

“BECS Regulations” means the published regulations of BECS administered by AusPayNet as amended from time to time.

“BPAY®” means BPAY® Pty Ltd ABN 69 079 137 518 which operates an electronic payments scheme through which your customers direct us to make payments to you (“the BPAY® Scheme”).

“BPAY® Biller Agreement” means the BPAY® Biller Agreement Terms and Conditions and the BPAY® Biller Operations Manual – BPAY® Payments entered into between you and us.

“BPAY® Sub-biller Agreement and Operations Manual” means the Sub-biller Agreement and associated Operations Manual required to be entered into if you take up a PayWay Payment Card.

“Business Day” means any Monday to Friday on which banks are open for business in New South Wales.

“Card” means:

- a valid transaction card issued by a member or affiliate of Visa on which the Visa marks appear;
- a valid transaction card issued by a member or affiliate of Mastercard® on which the Mastercard marks appear; or
- any other valid transaction card issued by another entity which we request you honour and you agree to honour.

“Card Scheme” means the Visa, Mastercard®, American Express®, schemes and any other similar schemes that we are a member of or participate in.

“Cardholder” means a person to whom a Card has been issued.

“Cardholder Data” means the account information of a Cardholder.

“Cut-Off Time” means such time or times on any Business Day, or such other time or times on any day as notified by us to you from time to time. For BPAY® Payments, cut-off times will be determined by the Payer’s financial institution.

“DDR Service Agreement” means a debit user’s binding agreement given for the benefit of a customer as to the basis on which it will provide direct debit services to that customer through BECS, in such form as St. George may approve.

“Debit Item” means a debit Payment instruction entered into the System by you.

“Digital Certificate” means a digitally signed statement that binds the identifying information of a user, computer, or service to a public/private key pair.

“Direct Debit” means the direct debit made as a result of us fulfilling a Direct Debit Request.

“Direct Debit Request” means a direct debit request specified in the completed Customer Application (as defined in clause 36.1.2).

“Direct Debit Request Service Agreement” means the agreement headed “Direct Debit Request Service Agreement”.

“Documentation” means the documents issued by us to you in relation to the Products.

“Electronically” means electronic communication to your nominated electronic address that is in the PayWay Portal or making particulars of changes available on the PayWay Website.

“Erroneous Payment Instruction” means a Payment instruction initiated by a third party erroneously or included by us in a Settlement Report in error.

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

- (a) a credit to the account of a Payer to reimburse that Payer for an amount equal to any:
 - (i) mistaken Payment;
 - (ii) unauthorised Payment;
 - (iii) Payment induced by or resulting from the fraud of any person (including a participant in the BPAY® Scheme); and
- (b) a corresponding debit to the Account if the Account has been, or will be, credited with the amount of the original Payment Instruction giving rise to the error; and
- (c) a related advice being sent to you notifying you of the correction of that error.

“Force Majeure Event” means any event or circumstance beyond our control after the exercise of reasonable diligence (which, for the avoidance of doubt, includes, but is not limited to, strikes, demonstrations, lockouts, labour disputes, acts of God, acts of nature, pandemic, acts of governments or their agencies, fire, flood, storm, riots, power shortages or power failure; sudden or unexpected system failure or disruption by war, sabotage or inability to obtain sufficient labour, raw material, fuel or utilities).

“FraudGuard” means an application that helps to manage fraud by putting a number of checks in the transaction process which the Payment must pass before being approved.

“GST” has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“Intellectual Property Rights” means all patents, patent applications, Trade Marks, designs, copyright, know-how, trade secrets, eligible layout rights, domain names, internet addresses, trade, business or company names or other proprietary rights in confidential information, and all other intellectual property rights whether registered or unregistered and rights to apply for any of the same, whether created on or after the date of this Agreement.

“Law” includes any law, statute, regulation, ordinance, proclamation, by-law, statutory instrument or order, rules (including the Rules) or codes of conduct issued by regulatory bodies.

“Ledger FI” means, in relation to a Debit Item, the body corporate who is a participant in BECS and to whom the Debit Item is addressed.

“Mastercard” means Mastercard International Incorporated.

“Merchant Facility” means a facility made available to you to enable you to accept Payments using a Card.

“MOD10V1 and MOD10V5” means the check digit routine function of validating the Payer data supplied.

“MSA” means the Merchant Business Solutions Card Acceptance by Business Terms and Conditions and letter of offer agreed to by you regarding your Merchant Facility as amended from time to time.

"Nominated Staff" means a staff member who is nominated by you as being authorised to operate any Product on your behalf.

"Payer" means a client of yours that pays, or proposes to pay, you using a Product.

"Payer Direction" means a direction initiated by a Payer to effect a Payment to you using a Product.

"Payment" means any amount remitted to or instructed to be remitted to you by a Payer using the BPAY® Scheme, BECS, a Card, the Products (including any surcharge if applied).

"PayWay Fees and Charges Sheet" means the document containing the fees and charges applicable to your Products which forms part of this Agreement.

"PayWay Portal" means the PayWay Portal accessed through the PayWay Website with your user name and password.

"PayWay Technical Helpdesk" means the service centre which provides you with technical assistance in relation to Products each Business Day (excluding public holidays) between the hours of 8.30am and 5.30pm on 1300 255 483.

"PayWay Website" means the internet website payway.stgeorge.com.au.

"PayWay 1300 Number" means the telephone number provided to you by us for PayWay Phone.

"Personal Information" has the meaning given to it under the *Privacy Act 1988* (Cth).

"Planned Outage" means a period of time, other than an unscheduled interruption, that we may interrupt the supply of services supporting the Products for routine maintenance or upgrading or other similar processes relevant to, networks. So far as possible, Planned Outages will:

- (a) occur outside normal business hours;
- (b) be for the shortest possible time on each occasion; and
- (c) be at a time that will minimise inconvenience to you.

"Privacy Act" means the *Privacy Act 1988* (Cth).

"Privacy Law" means all legislation (including the Privacy Act), regulations, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Information.

"Product" means the product(s) described in clause 1.1 provided by us to you.

"Product Screen" means a screen that allows you to perform a Payment, process a refund and perform enquiries on previous Payments via the PayWay Website. This excludes BPAY® payments.

"Refund" has the same meaning given to it in clause 9.1.

"Related Body Corporate" has the same meaning as in the *Corporations Act 2001* (Cth).

"Reversal" means a transaction that:

- (a) is initiated by us to cancel an Erroneous Payment Instruction;
- (b) may involve the making of a debit or credit adjustment to the account of the Payer to which the Erroneous Payment Instruction relates; and
- (c) may involve an Adjustment to the Account named in the Erroneous Payment Instruction, if the Erroneous Payment Instruction has been applied to that Account.

"Rules" means the Card Scheme rules set by Card Schemes from time to time.

"Settlement Report" means an electronic transaction report in a format that will be provided for download via the PayWay Website.

"Small Business" has the meaning given to it by the Banking Code of Practice.

"St. George", "we", "us" or "our" means St. George Bank - A Division of Westpac Banking Corporation ABN 33 007 457 141.

"St. George Group" means St. George and any Related Body Corporate of Westpac.

“Trade Mark” means any logo, symbol, trade mark, trade name, service mark, brand name, domain name, company or trading name, trading get up and similar right, whether registered or unregistered, belonging to us or any Related Body Corporate.

“Transaction” means a Payment, Refund, or any other transaction which involves the transfer of funds between you and a Payer using the Products.

“Vendor Hardware” means all hardware and equipment owned or controlled by you required for you to access a Product under the terms of this Agreement.

“Vendor Software” means all the software owned or controlled by you used in relation to a Product.

“Virtual Account” means the BSB and account number allocated to you for the purpose of receiving direct credit payments from a particular Payer under PayWay Match.

“Visa” means Visa Inc.

“Westpac” means Westpac Banking Corporation ABN 33 007 457 141.

“You or your” means the person named in the Application. If there is more than one person named in the Application, it includes any one or more of you and each of you is severally and jointly liable under this Agreement.

“3-D Secure” means an application for authenticating Cardholders during an online purchase, including the “Verified by Visa” and “Mastercard Secure” identification protocols.

2.2 For the purposes of this Agreement:

2.2.1 the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates;

2.2.2 the singular includes the plural and vice-versa;

2.2.3 the failure by any party to exercise any right under this Agreement does not mean that party has waived that right;

2.2.4 the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency;

2.2.5 a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;

2.2.6 a reference to time is to Sydney time;

2.2.7 a requirement to:

(a) give any information in writing (which, without limitation, includes making a claim or request or providing an authority, notification or advice);

(b) retain a document; or

(c) produce a document,

may be met by means of an electronic communication generated by a method which enables that information or the information contained in that document to be readily accessible so as to be usable for subsequent reference and which provides a reasonable means of assuring the integrity of that information or the information contained in that document, except to the extent the validity of that means of electronic communication is otherwise limited by any applicable law.

2.2.8 where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and

2.2.9 a reference in this Agreement to any Law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision (however described).

3. Availability of Products

- 3.1 By completing the Application, you offer to enter into an agreement with us on the terms of that Application and this Agreement. We will accept that offer by providing you with the Access Codes necessary to access a Product.
- 3.2 Your access to the Products will continue until this Agreement is terminated.
- 3.3 We grant you a non-exclusive, non-transferable and revocable licence to use the Products on these terms.
- 3.4 You must enter into an MSA prior to using any PayWay Payment Card Product.
- 3.5 If you select the PayWay Payment Card you will need to be appointed as a BPAY® Sub-biller and agree to the BPAY® Sub-biller Agreement and Operations Manual.
- 3.6 If you select PayWay Additional Transactional Reporting you will need to enter into the relevant agreement for the underlying service being either the BPAY® Biller Agreement, or Remittance Processing Service Module for outsourcing of mail receivables to St.George or Bill Payment Processing Service Module for acceptance of bill payments at St.George.

4. Undertakings, Representations and Warranties

- 4.1 You undertake and agree:
 - 4.1.1 that you will be liable for any and all acts of your representatives, employees, officers, Nominated Staff and third parties who have access to a Product with your authority or via an Access Code issued to you in relation to the use of any Product;
 - 4.1.2 to take reasonable steps to ensure that only those Nominated Staff and third parties who have received adequate training from you have access to a Product;
 - 4.1.3 to take reasonable steps to ensure that you, and all Nominated Staff and third parties who access a Product and the PayWay Website, keep all Access Codes confidential, secret and secure. You will be liable for any Payments made or authenticated via an Access Code issued to you being used by an unauthorised third party as a result of your breach of this clause;
 - 4.1.4 to take reasonable steps to ensure that, prior to a person being given access to a Product, that they are made aware of our rights and of the terms and conditions and Documentation which apply to the Products.
 - 4.1.5 to comply at all times with your obligations set out in this Agreement;
 - 4.1.6 to execute any directions and authorities we reasonably require to give effect to any of your obligations under this Agreement;
 - 4.1.7 promptly inform us if you are unable to comply at any time with one or more of your obligations under this Agreement, including if you are, for any reason, not entitled to claim a Card Payment that has been processed, or attempted to be processed, by use of a Product; and
 - 4.1.8 notify us promptly (and, in any event, within 2 Business Days) after you become aware of any defect, error or malfunction in a Product which materially affects your use or the Payer's use of the Product.
- 4.2 You must not make any warranty or representation whatsoever in relation to any of your goods or services which purports to bind us.
- 4.3 You acknowledge that by processing a Transaction, you warrant to us that:
 - 4.3.1 all particulars relating to the Transaction are true and correct; and
 - 4.3.2 the Transaction is valid.

- 4.4 You represent and warrant that:
- 4.4.1 you are legally entitled to the proceeds of each Transaction and that the administration of those Transactions meets your legal obligations under Australian laws;
 - 4.4.2 you have all the necessary power and authority to enter into and perform all your obligations under this Agreement;
 - 4.4.3 you will comply with your legal obligations with regard to the processing and settlement of Transactions via PayWay (including the application and administration of Payer surcharge payments);
 - 4.4.4 all information provided by you or on your behalf to us is true and complete in all material respects at the date of this Agreement or, if provided later, when provided;
 - 4.4.5 if you are a body corporate, you are validly existing under the laws of the place of your incorporation and have taken all necessary action to authorise the entry into and performance of this Agreement; and
- 4.5 You warrant and undertake that you will not:
- 4.5.1 perform or allow any third party to perform maintenance or repair work, alterations or modifications of any nature whatsoever to a Product or Documentation, without our express prior written consent, which we must not unreasonably withhold;
 - 4.5.2 attempt to change any Product Screens as part of a Product offering;
 - 4.5.3 decompile, disassemble, reverse engineer, modify, enhance or alter the whole or any part of a Product, except as you are legally authorised to do by the *Copyright Act 1968* (Cth) and then only to the extent allowed by that Act;
 - 4.5.4 copy a Product or the Documentation or allow anyone else to do so except as and to the extent which is reasonably necessary for your own secure backup purposes;
 - 4.5.5 remove, deface or obscure any identification or copyright notices on a Product;
 - 4.5.6 intentionally do anything that would affect our ability to debit your Account for amounts that we are entitled to debit it for under this Agreement.
- 4.6 You agree and acknowledge that we will not be in breach of this Agreement:
- 4.6.1 if Transactions are delayed, blocked or refused where we have reasonable grounds to believe that the Transaction will give rise to a contravention of Australian Law or the law of any other country;
 - 4.6.2 if we, from time to time, require additional information from you to assist us in complying AML Regulations; and
 - 4.6.3 where legally obliged or authorised to do so, we disclose information to regulatory and law enforcement agencies, other financial institutions, other members of the St. George Group, or service providers who perform functions on behalf of us.

5. Records

- 5.1 You undertake and agree to:
- 5.1.1 maintain reasonable records of any defect, error or malfunction in a Product which materially affects your use or the Payer's use of the Product and make those records available to us, on request.
 - 5.1.2 provide us with clear and legible documentation reasonably requested by us in relation to any Transaction made using a Product within the timeframe specified by us to you in writing. We are only able to retain Transaction information in a format linked to you for one year, so if you are unable to provide such documentation in relation to a query about a Transaction, we may treat the Transaction as invalid and make any necessary Adjustments to the Account.
 - 5.1.3 provide us, as soon as is practicable after we request it, with any information reasonably required by us from you to assist us in complying with AML Regulations.

6. Use of Products

- 6.1 You undertake and agree:
- 6.1.1 to access and use the Product(s) in strict accordance with the operating instructions contained in the Documentation and solely for the performance of the specific business functions designated in the Documentation;
 - 6.1.2 to comply with the MSA (where applicable) and pay all fees and charges attaching to your Merchant Facility;
 - 6.1.3 to investigate and either resolve or dispute in accordance with clause 6.1.5, in good faith, any query, claim or complaint relating to alleged wrongful or wrongful debits that are received from a Payer or received from or via us (not including the day of receipt) within 3 Business Days of receiving such query, claim or complaint (or within such other reasonable period, if any, specified by us);
 - 6.1.4 that unless you dispute a claim in accordance with clause 6.1.5 below, you will accept any claim referred to in clause 6.1.3 above and pay the disputed amount to us in any manner agreed between us and you. If you fail to respond to any query, claim or complaint within the time period specified in clause 6.1.3, we may investigate the query, claim or complaint and if we determine that it is valid, we may debit your Account for the amount claimed to facilitate Payment to the claimant;
 - 6.1.5 that if you dispute a claim mentioned in clause 6.1.3, you will provide us with full particulars of reasons for disputing the claim; and
 - 6.1.6 that you will advise us of, and keep us informed of any changes to, the contact details for those persons authorised within your organisation to receive queries, claims and complaints of the kind referred to in clause 6.1.3.

7. Transactions

- 7.1 You must only use a Product to process Transactions in Australia.
- 7.2 You are responsible for meeting all data usage charges incurred when processing Payments.
- 7.3 You must clearly, prominently and unequivocally inform the Payer of your identity so that the Cardholder can readily distinguish you from any similar supplier of goods or services and from other third parties. You must also provide notice to the Payer that you are responsible for the Transactions, including the goods or services acquired in return for the Transaction, as well as for related customer service, dispute resolution and performance of the terms and conditions of the agreement between you and the Payer.
- 7.4 You are responsible for ensuring that a Transaction is approved before providing a Payer with goods and/or services. We take no responsibility, and will not provide compensation to you, where goods or services are provided by you but where the Transaction is declined or has not cleared.

- 7.5 You acknowledge and agree that:
- 7.5.1 subject to clause 7.6, a Payer Direction may be made via a Product at any time, but will only be processed by us at the end of the Business Day on which it is received, and if it is not received by us on a Business Day, or prior to the Cut-Off Time on a Business Day, it will be processed at the end of the next Business Day;
 - 7.5.2 a Payer Direction will only be accepted if used in conjunction with a Product you have selected;
 - 7.5.3 each time a Payer uses a Product and enters the information requested, we will:
 - (a) obtain “real time, on-line authorisation” for the Card Payment;
 - (b) execute the Transaction by debiting the Payer’s account and
 - (c) accumulate all Payer Directions received prior to the Cut-Off Time;
 - 7.5.4 after completing each Transaction we will provide the Payer with a receipt number. You will ensure that each Payer is advised to retain the receipt number as proof that the Transaction was made. This clause does not apply to PayWay Payment Card or PayWay Recurring Billing and Customer Vault.
- 7.6 At the end of each Business Day, we will calculate the total bulk value (determined by our payment system of all Transactions processed via any Product) of all Transactions received by us prior to the Cut-Off Time, on that Business Day and pay that amount into your account. Depending on the payment option used, funds will be available in your Account within 1 - 4 Business Days.
- 7.7 You acknowledge and agree that any Transactions received by us after the Cut-Off Time, will be processed by us and included in the transaction information on the following Business Day.
- 7.8 We may refuse to accept or may Chargeback any Card Payment which is a sales Transaction if:
- 7.8.1 we reasonably consider that the Transaction is not a valid Card Payment;
 - 7.8.2 the Cardholder disputes liability for any reason; or
 - 7.8.3 the Cardholder asserts a claim for set-off or a counterclaim.
- 7.9 You undertake to abide by the Documentation to minimise fraud and Chargebacks.
- 7.10 If an error occurs in processing a Payer Direction we will debit or credit the Account as necessary with the Adjustment amount and notify you. Such notification will be given via the daily Settlement Reports which can be downloaded from the PayWay Website or by providing details of the original Transaction to which the Adjustment relates on the Settlement Reports. If the original Transaction was made through BPAY® notification is only via an entry on your bank statement and details of Adjustments do not appear on the Settlement Reports.
- 7.11 Each Business Day we will:
- 7.11.1 record in the Settlement Report, all Payer Directions received and processed up until the Cut-Off Time on that Business Day; and
 - 7.11.2 make the Settlement Report available for view and download on the PayWay Website.
- 7.12 We will not be responsible or liable for any delay that might occur in the processing of Payer Directions as a result of:
- 7.12.1 there being a public or bank holiday on the day, or on the day after, a Payer gives a Payer Direction;
 - 7.12.2 a Payer Direction being received either on a day which is not a Business Day or after the Cut-Off Time on a Business Day;
 - 7.12.3 the information received from a Payer being unable to be verified or being incorrect;
 - 7.12.4 there being a Planned Outage;
 - 7.12.5 a delay due to Force Majeure;

- 7.12.6 another financial institution participating in BPAY® Payments not complying with its obligations under the BPAY® Scheme; or
- 7.12.7 you failing to comply or us suspecting on reasonable grounds that you are failing to comply with your obligations under this Agreement, or us suspecting on reasonable grounds that you are involved in fraud, and we suspend Payments to you pending resolution of the issue.

8. Your Account

- 8.1 You undertake to maintain the Account by keeping it in a sufficient credit balance to enable us to debit amounts that you must pay to us under this Agreement (as set out at clause 8.2) at the times they are due for payment.
- 8.2 You authorise us to debit your Account in respect of:
 - 8.2.1 all service charges, fees and other charges set by us and which are notified to you from time to time, including the fees and charges described in your PayWay Fees and Charges Sheet. Information on current standard fees and charges is available on request;
 - 8.2.2 all government charges, duties and taxes including GST that apply in relation to any Product or Transaction;
 - 8.2.3 maintenance services required because of any neglect or fault of you, or any third party authorised by you to use or access a Product, or any defect or malfunction in any Vendor Hardware or Vendor Software that interrupts the operation of a Product;
 - 8.2.4 the supply and/or installation or variation to a Product or related services requested by you, if we agree to provide such new releases or related services;
 - 8.2.5 any work done by us that relates to Vendor Hardware or Vendor Software when we:
 - (a) review performance of Vendor Hardware or Vendor Software or its effect on a Product; or
 - (b) perform work requested by you in connection with the installation or connection of Vendor Hardware or Vendor Software;
 - (c) provide any other information including any analysis or reports requested by you;
 - 8.2.6 any fees, costs or expenses that we must pay to any bank or other financial institution through which a Payer Direction is processed due to the Transaction to which a Payer Direction relates not being a valid Transaction for the purposes of claiming a debtor being charged back to us under the rules of the relevant financial institution or Card Scheme;
 - 8.2.7 any fees, fines or penalties that we are required to pay as a direct result of your failure to observe your obligations under this Agreement;
 - 8.2.8 any moneys paid by us to you with respect to a particular Transaction where we are investigating the validity of this Transaction or a suspected Chargeback;
 - 8.2.9 Adjustments or Chargebacks;
 - 8.2.10 any deficiency on a Payment made by you disclosed in an audit or check by us;
 - 8.2.11 the full amount of the refund of any Transaction, less any charges we have debited to the account relating to the Transaction;
 - 8.2.12 all other credits we have made in respect of Transactions due to errors, omissions or fraud caused directly or indirectly by you;
 - 8.2.13 the value of Transactions which are invalid;
 - 8.2.14 any other money you owe us under this Agreement; and
 - 8.2.15 reasonable enforcement expenses under this Agreement, including any amount reasonably incurred by the use of our staff and facilities, in the event of a breach of this Agreement.
- 8.3 If we debit the Account in accordance with this clause and the Account contains insufficient funds, then the transaction may be reversed and you will be regarded as not having made the transaction.

- 8.4 You will pay on demand the amount of any debt you owe to us under this Agreement which remains unpaid. We may set-off any amount due for payment by you to us against any amount due for payment by us to you.

9. Refunds

- 9.1 You must establish a fair policy for the exchange or return of goods, for the re-performance of services, and for the handling of refunds and disputed amounts, which complies with all applicable Laws including the Australian Consumer Law. In accordance with clause 9.2, you agree to give credit to Payers in respect of any refunds for goods or services or disputed amounts (as applicable) by means of a refund transaction ("Refund") rather than in cash or by cheque.
- 9.2 You can only process a Refund via the Product used to process the original Payment.
- 9.3 We are not responsible for any unauthorised Refunds processed through any Product, even if those Refunds may cause your Account to be debited by the amount of the Refund, except to the extent they arise as a result of our negligence or wilful misconduct.

10. Invalid Transactions

- 10.1 A Transaction will be an "Invalid Transaction" if:
- 10.1.1 you did not hold a valid Direct Debit Request (where required by this Agreement) for the Transaction; or
 - 10.1.2 you fail to comply with all messages displayed on the PayWay Website in relation to the Product and/or the Transaction.

11. Information technology

- 11.1 You undertake and agree to:
- 11.1.1 provide and maintain suitable equipment, operating system software and network infrastructure in accordance with the Documentation to access any Product;
 - 11.1.2 provide your own internet connectivity and sufficient bandwidth to and from your location to enable access to a Product;
 - 11.1.3 maintain a secure back up of Vendor Software on any infrastructure and technology which accesses a Product for the security and backing up of all data which is under your control, including data downloaded from any Product by you. We will not be liable or responsible to you in any way if you fail to do so;
 - 11.1.4 address and resolve all service and support issues associated with software and hardware provided to you by third parties and which is used to access a Product. The PayWay Support Centre is not obliged to, and will not provide support or service in relation to these matters.

12. Trustees

- 12.1 If you are trustee of a trust, you undertake and agree to:
- 12.1.1 comply with the terms of the trust and your duties as trustee of the trust;
 - 12.1.2 use all equipment and carry out all transactions in accordance with this Agreement exclusively for proper trust purposes;
 - 12.1.3 not do anything which may result in the loss of your right to indemnity from the trust assets or the termination of the trust;
 - 12.1.4 remain sole trustee of the trust; and
 - 12.1.5 not re-settle, set aside or distribute any of the assets of the trust without our consent unless compelled to do so by the current terms of the trust document or there is no reasonable prospect of the re-settlement, setting aside or distribution causing you to be unable to comply with your obligations under this Agreement.

13. Proprietary and Other Rights

- 13.1 We retain exclusive ownership of all copyright and other Intellectual Property Rights embodied in or related to a Product. Despite anything to the contrary in this Agreement, title to a Product will at no time pass to you or any other third party and will at all times remain with us.
- 13.2 You will not remove or otherwise alter in any way any Trade Mark, copyright notice or any other proprietary notice or legend or the like affixed to, or otherwise embedded in, a Product. This clause also applies to the BPAY® Scheme logo and Trade Mark.
- 13.3 You will not divulge or otherwise allow to be divulged to any person for use for your own benefit (except as permitted herein) or for the benefit of any third party any information relating to a Product or our business which is not in the public domain or which otherwise constitutes confidential information.
- 13.4 You agree:
- 13.4.1 to obtain our prior written consent before using any Trade Mark (which consent may be granted or withheld by us in our sole discretion);
 - 13.4.2 to comply with any Trade Mark use guidelines or directions provided by us to you from time to time; and
 - 13.4.3 not to take any action which will adversely affect the value attached to the Trade Marks, our Intellectual Property Rights, or our business.

14. Debit User's Responsibilities and Acknowledgements

- 14.1 You will:
- 14.1.1 in respect of every customer, prior to processing any Transactions:
 - (a) obtain a valid and binding Direct Debit Request; and
 - (b) enter into, and provide to the customer in writing, a DDR Service Agreement;
 - 14.1.2 issue Debit Items strictly in accordance with the arrangements made between yourself and your customer, comply with the applicable DDR Service Agreement and not exceed the conditions (if any) specified in the Direct Debit Request provided by the customer;
 - 14.1.3 inform customers of any change in the terms of the debit arrangements, as set out in the Debit User's Agreement) at least 30 days before the change is implemented (or within such other period, if any, agreed with or specified by us);
 - 14.1.4 act promptly in accordance with any instruction given by a customer to cancel or suspend a Direct Debit Request or to stop or defer individual Debit Items from time to time;
 - 14.1.5 investigate and respond to us in good faith any claim relating to allegedly wrongful debits that are received from a customer or received from or via us (not including the day of receipt) within 3 Business Days of receiving such query, claim or complaint (or within such other period, if any, specified by us); and you will either provide written reasons for why you dispute the claim or notify us that you accept the claim and pay the disputed amount to us in any manner agreed between you and us;
 - 14.1.6 if you dispute the claim, you must provide us with full particulars of reasons for disputing the claim, which must include evidence of your authority to debit (e.g. a manually signed Direct Debit Request);
 - 14.1.7 retain all Direct Debit Requests or evidence thereof given to you (including copies of all Forms PD-C which are required to be provided to the Ledger FI) for a period of not less than 7 years from the date of the last debit made under the relevant Direct Debit Request, and produce these on request by us or the Ledger FI for verification of your authority to debit.
- 14.2 You acknowledge and agree:
- 14.2.1 that you are aware of St.George's potential liability under St.George's indemnity to each Ledger FI arising from the Debit User issuing Debit Items from BECS (and its implications in terms of any liability of the Debit User to St.George) in circumstances where the Debit User has initiated debits in reliance on incorrect account information provided by a customer in a Direct Debit Request;
 - 14.2.2 if you fail to respond to any claim within the time period specified in clause 14.1.5, we may debit your Account for the amount claimed and pay it to the Ledger FI to pay to the claimant.

15. Limitation of Liability

- 15.1 The law confers rights, guarantees and remedies on you in relation to the provision by us of goods and services which cannot be excluded, restricted or modified and we do not exclude, restrict or modify those.
- 15.2 You acknowledge that our liability for breach of any condition, right, guarantee or warranty that cannot be excluded from the Agreement by Law is limited to, at our reasonable discretion, either the re-supply of the relevant services or the cost of having those services provided again.
- 15.3 Subject to this clause, to the extent permitted by Law, we will not be liable to you or persons claiming through you for:
- 15.3.1 loss of business, profits or income whether actual or anticipated;
 - 15.3.2 any delay that might occur in the processing of Payments, or any lost Payments that might occur, if a Product is not available for any reason outside our reasonable control;
 - 15.3.3 any disruption caused by:
 - (a) a malfunction of a Product; or
 - (b) any period when a Product is unavailable;where the malfunction or unavailability was not caused by us;
 - 15.3.4 any delay by us in crediting your Account caused by circumstances outside our reasonable control (e.g. a Payer's financial institution delaying paying the relevant funds to us); or
 - 15.3.5 our failure to credit your Account due to technical or administrative difficulties relating to the banking system used for the transfer of funds.

16. Indemnity

- 16.1 You indemnify us and agree to keep us indemnified, and hold us harmless from and against all losses, claims, liabilities, damages, reasonable costs, demands, actions, suits and proceedings, reasonable charges and reasonable expenses, including reasonable legal fees, disbursements and other expenses that we may suffer or incur or which may be made against us relating to or arising from or in connection with:
- 16.1.1 your use of the Products or services under this Agreement, the BPAY® Biller Agreement, the BECS Procedures, the BECS Rules or Card Scheme Rules (as they apply to a Product);
 - 16.1.2 the debiting to the account of any Payer and the Payment to you of any sum or sums of money the debiting of which was not at the time authorised by such Payer under a Payer Direction or to which you were not then legally entitled;
 - 16.1.3 the making of any Payment at your instruction not in accordance with the terms of any Payer Direction;
 - 16.1.4 the failure to make any Payment in accordance with the terms of any Payer Direction, where the failure is due to circumstances outside our reasonable control;
 - 16.1.5 your failure to comply with your obligations under this Agreement or any negligent or wilful act or omission by you or any person acting on your behalf in relation to this Agreement;
 - 16.1.6 any error, negligence or fraud relating to a Transaction by you or any person acting on your behalf;
 - 16.1.7 you initiating Payments in reliance on incorrect account information provided by a Payer;
 - 16.1.8 you obtaining a Payer Direction from a Payer in an electronic format or over the telephone where you are unable to provide proof of authorisation by a Payer sufficient in the opinion of a court of law or a government agency or an authority which is binding on either us or you, to render such Payer Direction valid and binding on the Payer;
 - 16.1.9 a Payer's failed Payment or use of an expired Card;
 - 16.1.10 any dispute between you and a Cardholder;

- 16.1.11 any potential or actual liability of us under our indemnity to other Ledger FIs arising from us issuing Debit Items through BECS pursuant to your instructions;
 - 16.1.12 any breach by you of the Privacy Laws; or
 - 16.1.13 any failure by you to pay any charges or fees payable by you under this Agreement.
- 16.2 Each indemnity given by you under this Agreement is a continuing obligation and continues after this Agreement ends. You agree that it is not necessary for us to incur an expense or make payment before enforcing the relevant indemnity if we can provide evidence that the expense is reasonably certain to be incurred and its amount (e.g. a quote for services from a supplier), subject to us being obliged to refund you any amount paid to us in excess of the actual amount of the expense.
- 16.3 Any payments made by you pursuant to an indemnity given under this clause must be automatically increased by the amount of any GST liability incurred by us in respect of those payments.

17. The Banking Code of Practice

- 17.1 We have adopted the Banking Code of Practice (Banking Code). The Banking Code sets out the standards of practice and service for Australian banks to follow when dealing with certain customers.
- 17.2 If we provide you with a 'banking service' and you are an 'individual' or a 'small business' (each term as defined in the Banking Code), the relevant provisions of the Banking Code, that is current as at the date you take out the banking service, will apply in addition to, and prevail to the extent of any inconsistency with, these terms and conditions.
- 17.3 You can obtain a copy of the Banking Code from our website or any of our branches. Please let us know if you would like to discuss whether or not the Banking Code will apply to you. Our contact details are set out on the back cover.
- 17.4 We recommend that you:
- 17.4.1 inform us promptly if you are in financial difficulty; and
 - 17.4.2 carefully read the terms and conditions applying to each Product including these terms and conditions.

18. Confidentiality

- 18.1 You will, and will cause your employees, agents and contractors to, keep strictly confidential and not use for any purpose other than the performance of your obligations pursuant to this Agreement, any and all information and materials relating to the Payer or the business and financial affairs of St. George (including the format and specifications of our Products) which you, your employees, agents or contractors come into possession of in the course of or arising from the implementation of this Agreement or the performance of your obligations under this Agreement to the extent that such information and materials are not in the public domain as a direct or indirect result of any act or omission on the part of you or any of your employees, agents or contractors. This provision will survive the termination of this Agreement.

19. Product Suspension

- 19.1 We may suspend your access to one or more Products without notice to you if we:
- 19.1.1 reasonably consider that we could suffer a material loss as a result of your continued access to the Product;
 - 19.1.2 reasonably think we could be subject to fraud if we continue to provide you with access to a Product;
 - 19.1.3 have reasonable grounds to suspect fraudulent activity in relation to any Product; or
 - 19.1.4 are unable to contact you to discuss a material matter relating to your use of a Product.
- 19.2 We will inform you as soon as practicable after we suspend your access to a Product under this clause.
- 19.3 Whilst your access to a Product is suspended, you must not submit Transactions for processing and we will not process any Transactions you do submit.

- 19.4 Whilst we will use all reasonable endeavours to act promptly to restore access to a Product when we are reasonably satisfied that the cause of the suspension no longer exists, you acknowledge and agree that we will not be liable or responsible to you in any way if there is any reasonable delay in restoring access to a Product when a suspension has been lifted.
- 19.5 We may suspend a file or Transaction without notice to you if:
- 19.5.1 we have reasonable grounds to suspect fraudulent activity in relation to any Transaction;
 - 19.5.2 you receive a 'payment stopped' message from another financial institution; or
 - 19.5.3 the account is invalid or has been closed.
- Unless we are prohibited by law from doing so, we will notify you as soon as practicable after suspending the file or Transaction.

20. Termination

- 20.1 We may at any time and in our absolute discretion, by not less than 30 days' prior notice to you (subject to clause 20.3) terminate this Agreement and cancel your access to a Product.
- 20.2 You may terminate this Agreement by giving not less than 30 days prior written notice to us.
- 20.3 You acknowledge and agree that despite anything to the contrary in this Agreement, we may, at any time and wherever possible with reasonable notice to you, terminate your access to or use of a Product or terminate this Agreement in the following circumstances:
- 20.3.1 we reasonably consider that you have materially breached any of your obligations under this Agreement, or any other agreement that governs your use of the Product including but not limited to the MSA (where applicable), the BPAY® Biller Agreement, the BPAY® Sub-biller Agreement and Operations Manual, Remittance Processing Service Module for outsourcing of mail receivables to St.George or Bill Payment Processing Service Module for acceptance of bill payments at St.George;
 - 20.3.2 we believe on reasonable grounds that you will not be able to meet your payment obligations in relation to Payments made using the Product, unless our rights to take action in relation to your financial position are not permitted by law;
 - 20.3.3 we suspect that you or any of your Nominated Staff or third parties have not been properly authorised as users of the Product;
 - 20.3.4 we have reasonable grounds to suspect that you have fraudulently processed Payments, or have knowingly allowed fraudulent Payments to be processed through the Product or your Merchant Facility;
 - 20.3.5 we are required to do so by an order, instruction or request of any Government Agency or emergency service or pursuant to the terms or rules of a Card Scheme;
 - 20.3.6 you have suffered an ADC;
 - 20.3.7 we reasonably believe that your access to or use of a Product will or may cause technical incapacity to the Product and that such incapacity would or may continue unless your access or use is suspended or terminated;
 - 20.3.8 the MSA, the BPAY® Biller Agreement or BPAY® Sub-biller Agreement and Operations Manual, Remittance Processing Service Module for outsourcing of mail receivables to St.George or Bill Payment Processing Service Module for acceptance of bill payments at St.George is terminated for any reason.
- 20.4 We may terminate this Agreement on the grounds that you have not used any Product for a continuous period of at least six (6) months. Under these circumstances we will endeavour to advise you, in writing, of our intention to terminate. Any notice of termination provided under this clause will be sent to your last known address as listed on the PayWay Portal. We will allow you a period of 14 days from the date of the notice in which to contact us. After that time, if we do not hear from you, we may terminate this Agreement without further notice to you.
- 20.5 We may review your access to BECS from time to time.

- 20.6 We may immediately terminate your right to lodge Debit Items and cancel your access to BECS as a Debit User (and withdraw your entitlement and access to any logo of AusPayNet relating to direct debits) if in our opinion your financial strength, integrity or reliability have changed to the extent that you are no longer considered suitable by us to be a debit user of BECS.
- 20.7 On termination of this Agreement:
- 20.7.1 we will disconnect your access to any Products;
 - 20.7.2 we will cease to process Payments on behalf of you;
 - 20.7.3 it is your obligation to reconcile your Account after termination of this Agreement and notify us of any discrepancies; and
 - 20.7.4 if for any reason there are discrepancies in your Account then, subject to clause 15, we will reimburse you any shortfall in what we should have paid you or any excess amounts we debited from your Account.
- 20.8. Termination of this Agreement does not affect any liabilities or obligations of either party incurred prior to termination. Clauses 15 and 16 survive termination of this Agreement, as well as any other clauses which, by their nature, survive termination.

21. Privacy Statement (for individuals whose personal information may be collected – in this clause referred to as “you”)

- 21.1 All personal information and credit-related information (if applicable) we collect about you is collected, used and disclosed by us in accordance with our Privacy Statement which is available at stgeorge.com.au/privacy/privacy-statement or by calling us through your relationship manager or St.George representative. You do not have to provide us with any personal information or credit information (if applicable) but, if you don't, we may not be able to process an application or a request for a product or service.
- 21.2 Where individuals engage with us in relation to products and services for our business, corporate or institutional customers (for example, as representative, administrator, director, corporate officer, signatory, beneficiary or shareholder of one of our customers) our Privacy Statement will be relevant to those individuals where we collect and handle their personal information. For example, where we collect their personal information to verify their identity or collect their signature as a signatory on a corporate account.

22. Privacy Obligations

- 22.1 This clause applies if personal information (including of any staff or authorised users of the Service) is provided to St.George by or on your behalf or collected directly by St.George in relation to any Service (Services PI).
- 22.2 With respect to Services PI, in addition to complying with its own obligations under the Privacy Act, you must:
- 22.2.1 take reasonable steps to notify (or, if requested, assist St.George to notify) each individual whose personal information may be collected by or provided to St.George that St.George will collect, use and disclose Services PI in accordance with the St.George Privacy Statement, which can be found at stgeorge.com.au/privacy/privacy-statement or obtained by contacting your relationship manager or St.George representative;
 - 22.2.2 with respect to any incident or data breach involving Services PI:
 - (a) immediately notify St.George in writing to your relationship manager; or
 - (b) provide such assistance as St.George may reasonably request, or comply with any reasonable direction St.George may give, regarding notification or resolution of any incident or data breach (however arising).

To the extent that it applies, you must comply with the *Privacy Act 1988* (Cth) in relation to any personal information you provide to St.George in connection with this Agreement, and if you engage in activities in a jurisdiction other than Australia, you must comply also with the applicable privacy laws in that jurisdiction.

23. External service providers

- 23.1 We may subcontract any of our rights and obligations under these terms and conditions to another person in Australia or overseas, although we will remain responsible for the performance of those obligations.
- 23.2 We may disclose or share any information you provide to us with any such person. With respect to any personal information, details of the countries where the overseas recipients are likely to be located is contained in the St. George Privacy Statement which is available at stgeorge.com.au/privacy/privacy-statement (as updated from time to time).

24. GST

- 24.1 Unless stated otherwise in your PayWay Fees and Charges Sheet, the amounts payable to us under this Agreement do not include any GST.
- 24.2 To the extent that anything done or to be done under or in connection with this Agreement by us constitutes a taxable supply for the purposes of any GST legislation, the amounts expressed elsewhere in this Agreement as payable or to be provided in relation to that supply will automatically increase to include an additional amount on account of GST. Such amount will be calculated by multiplying the value of the amount payable or to be provided by you for the relevant taxable supply by the prevailing GST rate. Any additional amount paid or payable on account of GST will be calculated and will be payable by you without any deduction or set-off of any amount payable by us to you.
- 24.3 If, after a supply is made under this Agreement, it is determined on reasonable grounds that the amount of any GST paid or payable by us to the Commissioner of Taxation on that supply differs for any reason from the amount of GST recovered from you the amount of GST recovered or recoverable from you will be adjusted by us repaying to you the amount of the overpayment or by you paying to us the amount of the underpayment, as the case may be.

25. Changes

- 25.1 You must notify us within 14 days of any changes in your company, or your trading name or address. You must continue to notify us of any changes in accordance with this clause for a period of 12 months after this Agreement is terminated. We will not be responsible for any errors or losses where we have not received adequate prior notice in accordance with this clause.
- 25.2 You must notify us as soon as reasonably practicable if you substantially change your line of business, or the types of goods or services that you supply to your customers or clients.
- 25.3 Without limiting clause 25.1, you must notify us immediately if the ownership or control of your business (including any delegation by way of power of attorney) or you believe that you are no longer able to meet your liabilities as and when they fall due changes.

26. Notices

- 26.1 We may provide you notices in writing, via the PayWay Portal or Electronically.
- 26.2 Where we provide information Electronically or via the PayWay Portal, we will provide such notices and information in a format in which you can readily retrieve and retain it (for example, by printing or saving it). You acknowledge that if you change your email address, you must promptly notify us of your new email address. You undertake to ensure your contact details as contained on the PayWay Portal are up-to-date at all times.

- 26.3 Notice will be deemed to be received by you:
- 26.3.1 if sent via email or other direct electronic communication, at the later to occur of:
 - (a) 6 hours after it is sent if that occurs before 5.00 p.m. on a Business day; or
 - (b) 10.00 a.m. on the next Business Day;
 - 26.3.2 if posted on the PayWay Website, 3 Business Days after being published;
 - 26.3.3 if made available within the PayWay Portal, or other St.George secured portal to which you have access, 3 Business Days after being made available; or
 - 26.3.4 if sent via post, 6 Business Days after posting.
- 26.4 You acknowledge that any notice we are required to give you, including changes to these Terms and Conditions, may be given to any individual authorised to access the PayWay Portal or other individual appointed by you and such notifications will be deemed to have been received by you.
- 26.5 You may give us a notice under this Agreement by email or telephone to either your St.George Banking Representative or Relationship Manager.

27. Force Majeure

- 27.1 Notwithstanding any provisions to the contrary in this Agreement, neither party will be liable to the other for any loss or damage (including whether direct or consequential), nor be in default under this Agreement, for failure to observe or perform any provision of this Agreement where that failure is caused by a Force Majeure Event

28. Assignment

- 28.1 This Agreement is binding on the parties, their executors, administrators, successors and assignees. Where you are two or more persons, your obligations under this Agreement will be joint and several.
- 28.2 You may not assign any of your rights under this Agreement without our prior written consent, which we must not unreasonably withhold.
- 28.3 We may at any time assign or novate our rights and obligations under this Agreement by giving you not less than 30 days' prior notice of the proposed assignment or novation. You appoint us and any person authorised by us to be your attorney to sign any document or take any administrative step necessary to give effect to the assignment, novation or transfer contemplated in this clause.

29. Severance

- 29.1 If any provision in this Agreement or any document to be entered into pursuant to or in connection with it is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part will to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement will not be affected.

30. Relationship

- 30.1 We and you hereby agree that our relationship under this Agreement is that of independent contractors and that neither party will be regarded as a partner, employee or agent of the other, or otherwise related to the other in a manner not expressly provided for in this Agreement. Neither party will have any authority to bind or represent the other except as expressly provided for in this Agreement.

31. Variation and Waivers

31.1 We may introduce a new fee or charge under this Agreement and will notify you as set out in the table below. We may vary this Agreement at any time and will notify you of any changes as set out in the table below. Use of any Product(s) after notification of notification of any such change will constitute acceptance of those changes.

| Type of Change | Timeframe for Notice | Method of Notification |
|--|--|--|
| New fee or charge (other than a government charge). | 30 days in advance. | In writing, via the PayWay Portal or Electronically. |
| A new or varied government charge that directly or indirectly affects you. | We will notify you reasonably promptly after a government notifies us (unless the change has been publicised by a government). | In writing, via the PayWay Portal or Electronically. |
| Any other term or condition (including a variation of fees and charges). | As soon as reasonably possible (which may be before or after the change) or, if the change is unfavourable, we will give you at least 30 days' prior notice. | In writing, via the PayWay Portal or Electronically. |

31.2 Notwithstanding anything else in this clause 30, advance notice of a change to this Agreement may not be given in some circumstances, for example, when a change is necessitated by an immediate need to restore or maintain the security of our systems or where you cannot be reasonably located. We can also give a shorter notice period (or no notice) if it is reasonable for us to manage a material and immediate risk.

31.3 No failure to exercise and no delay in exercising any right, power or remedy under this Agreement operates as a waiver. Nor does any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy. Waivers are not effective unless they are in writing.

32. Governing Law

32.1 This Agreement will be governed by and interpreted in accordance with the laws of New South Wales and the parties irrevocably submit to the courts of New South Wales in respect of it.

33. Feedback and Complaints

Delivering on our service promise

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

Our commitment to you

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Our aim is to resolve your complaint within 5 Business Days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Solutions Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.

You can contact us:

Over the phone

Please call us from anywhere in Australia on 13 33 30 (8am – 8pm 7 days).

By post

You can write to us at:

St.George Customer Solutions
Reply Paid 5265
Sydney NSW 2001

In Branch

If you prefer to tell us in person, go to our website to locate your nearest branch.

Online

Logon ibanking.stgeorge.com.au/ibank/loginPage.action to use the secure feedback and complaint form.

For further information go to our website and search 'Feedback and Complaints'.

If you are still unhappy

If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

Australian Financial Complaints Authority

The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g., banks), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Post: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

34. Reasonableness

34.1 We will act fairly and reasonably in accordance with our legitimate business interests in exercising our rights and discretions under this Agreement.

35. Anti-Money Laundering and Counter-Terrorism Financing obligations.

- 35.1 You acknowledge that we have obligations under the AML Requirements to, amongst other things, ensure that we:
- 35.1.1 do not provide certain products to any person unless that person has been identified in accordance with the AML Requirements;
 - 35.1.2 do not open or conduct any transaction on an account unless the person on whose instructions it acts (whether those instructions are written or electronic and signed or unsigned) has been identified in accordance with the AML Requirements; and
 - 35.1.3 monitor certain types of transactions and report certain types of activity.
- 35.2 Please be advised that in order for us to meet our regulatory and compliance obligations, we will be increasing the levels of control and monitoring we perform. You should be aware that:
- 35.2.1 transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country).
 - 35.2.2 where transactions are delayed, blocked, frozen or refused, Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused.
 - 35.2.3 we may from time to time require additional information from you to assist us in the above compliance process, you will promptly provide any information requested for and relevant to this purpose; and
 - 35.2.4 where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties and may be prohibited from advising you that such disclosure has been made.
- 35.3 You provide us the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings:
- 35.3.1 you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country), and
 - 35.3.2 your use of the PayWay facility does not breach any Australian law or sanctions (or the law or sanctions of any other country).
- 35.4 You undertake to ensure that:
- 35.4.1 each person that is given authority to instruct us to conduct transactions in relation to your account is identified in accordance with the AML Requirements by us or by your Verifying Officer (approved by us in relation to the relevant account) where the person given authority to instruct us to conduct transactions in relation to the account is your agent for the purposes of the AML Requirements or by other means acceptable to us. This applies whether such instructions are to be given electronically or in writing or otherwise and whether they are to be signed or not; and
 - 35.4.2 only people identified in accordance with paragraph (a) provide instructions of the type referred to in that paragraph on your behalf.

SECTION B

Terms and Conditions that apply to specific Products

36. PayWay API and PayWay Batch

Set out in this clause are the additional terms and conditions that apply to PayWay API and PayWay Batch.

36.1 You acknowledge and agree that we may enable and use the FraudGuard security feature with PayWay API.

36.2 The FraudGuard feature will not be provided with PayWay API unless you apply for that feature and continue to pay the relevant fee for that feature (as set out in your Fees and Charges Sheet or as amended from time to time). You acknowledge that FraudGuard may reduce the number of unauthorised and fraudulent transactions.

This feature may not eliminate all unauthorised and fraudulent transactions and you must always use your own judgment before sending goods or supplying services in relation to any transaction using PayWay API.

36.3 We grant you a non-exclusive, non-transferable and revocable Digital Certificate to use PayWay API on the terms and conditions of this Agreement and the MSA but only while this Agreement and the Merchant Facility remains in force.

36.4 You undertake to store any account information of a Cardholder (**Cardholder Data**) in a secure manner, such that it cannot be reasonably compromised. You should only store Cardholder Data where there is a genuine business need to do so.

37. PayWay Phone, Net or Virtual Terminal

Set out in this clause are the additional terms and conditions that apply to PayWay Phone, Net or Virtual Terminal.

37.1 We agree to install a Product in order to allow you to view and export data relating to the Payers and to access details of moneys collected and remitted to you by us via a Product.

37.2 Each time a Payer accesses PayWay Phone, Net or Virtual Terminal and enters the information requested, St.George will verify the details against your check digit routine which includes only MOD10V1 or MOD10V5 but, if you specify you do not require a check digit routine, this verification will not be done.

37.3 You must print on your invoices, statements or bills to your Payers, the following information:

37.3.1 for PayWay Net holders, the PayWay Website;

37.3.2 for PayWay Phone holders, the PayWay 1300 Number or such other 1300 or 1800 number nominated by you (at your cost) and a statement that credit card Payments can be made by telephone;

37.3.3 your PayWay Biller Code; and

37.3.4 the Payer reference number.

37.4 You acknowledge and agree:

37.4.1 that you may enable and use Net 3-D Secure and/or FraudGuard with PayWay;

37.4.2 the 3-D Secure and/or the FraudGuard feature(s) will not be provided with PayWay Net unless you apply for that feature and continue to pay the relevant fee for that feature (as set out in your PayWay Fees and Charges Sheet or as amended from time to time);

37.4.3 that while 3-D Secure and FraudGuard may reduce the number of unauthorised and fraudulent Transactions these features may not eliminate all unauthorised and fraudulent Transactions and you must always use your own judgment before sending goods or supplying services in relation to any Payment using PayWay Net.

- 37.5 For PayWay Phone holders that elect to use their own 1300 or 1800 number (as opposed to the PayWay 1300 Number) in their Application, you agree to make the necessary arrangements with your telecommunications provider to allow us to use your nominated phone number. We will provide the respective local phone number that you must arrange your telecommunications provider to route your nominated phone number to.
- 37.6 For PayWay Phone holders:
- 37.6.1 The local phone number we provide you will be subject to change therefore, you agree to not distribute to third parties or publish any local phone number designated by us to you.
 - 37.6.2 You will be responsible for any third party costs associated with this functionality.
 - 37.6.3 We may from time to time agree to transfer incoming calls to the PayWay 1300 Number to your company (i.e. call centre). To apply for this option in your Application you must provide us with a freecall number to transfer the incoming calls to.

38. PayWay Recurring Billing and Customer Vault

Set out in this clause are the additional terms and conditions that apply to PayWay Recurring Billing and Customer Vault.

- 38.1 You agree and acknowledge that:
- 38.1.1 we will install you as a user on the system provided by St.George to enable the provision of PayWay Recurring Billing ("the System") to allow you to enter data relating to your customers ("Customers") and to access details of moneys collected and remitted to you by us;
 - 38.1.2 you will arrange for each Customer to complete and execute a Direct Debit Request and Direct Debit Request Service Agreement approved by us ("Customer Direct Debit Application") and will identify the Customer pursuant to clause 38.2.3. An approved Customer Direct Debit Application is available for download from the PayWay Website;
 - 38.1.3 if we allow you to accept Customer Direct Debit Applications on-line via a click-to-accept web page you must ensure that you comply with the requirements of this clause 38.2.1 and the BECS Procedures and BECS Regulations (i.e. the method of electronic acceptance identifies the Customer and indicates their approval of the content of the Customer Direct Debit Application, is as reliable as reasonably appropriate in the circumstances and is consented to by the Customer);
 - 38.1.4 you will enter data from completed Customer Direct Debit Applications into the System. You must retain hard copies of the Customer Direct Debit Applications for at least 7 years from the date of the last debit made under the relevant Customer Direct Debit Application and must produce these within a reasonable time on request by us for verification of your authority to debit the Card or other account with a bank or other financial institution against which the Direct Debit is to be debited ("Customer's Account").

You acknowledge and agree that we are not responsible for checking the accuracy or completeness of the Customer information entered into the System by you;
 - 38.1.5 we will, in accordance with details loaded into the System by you, periodically claim, against the Customer's Account, Direct Debits. For the avoidance of doubt, this may be a regular series of Payments that are automatically debited periodically or variable Payments on an irregular basis and/or in different amounts;
 - 38.1.6 we will remit periodically to you, the balance of Direct Debits collected by us on your behalf. We will remit the Direct Debits collected by us on your behalf to your account but they will not be available as cleared funds until such time (if any) that we have confirmation that the Direct Debits represent cleared funds in the Customer's account;

- 38.1.7 where a Direct Debit is dishonoured, we will do one or more of the following:
- (a) require you to endeavour to contact the Customer to make arrangements for the remittance of an alternative Payment in lieu of the Direct Debit, or
 - (b) automatically reodge the Direct Debit claim against the Customer's account unless otherwise instructed to act per instructions received by you or the Customer via the PayWay Website; or
 - (c) report to you the dishonour of the Direct Debit; or
 - (d) debit the Account to recover the monies.
- 38.1.8 we may alter the functionality of the System to improve or enhance the Product or System at any time in our absolute discretion, but where this may have a material impact to your use of the Product or System will provide you with not less than 30 days' notice; and
- 38.1.9 we reserve the right to reject any Customer Direct Debit Application or any particular Direct Debit at our reasonable discretion, and we may decline to give you reasons if we are prohibited by law from giving you our reasons or if those reasons would contain commercially sensitive information.
- 38.2 You undertake and agree to:
- 38.2.1 assume responsibilities and obligations and do all things reasonably requested by St.George to ensure St.George's compliance with the BECS Procedures, BECS Regulations and Card Scheme Rules, including, without limitation, executing any documents or other instruments;
 - 38.2.2 establish and maintain a fair policy for refunds, for return of merchandise and for correcting errors, and, for the avoidance of doubt, to ensure the policy for refunds, for return of merchandise and correcting errors complies with, where applicable, the BECS Procedures, BECS Regulations and Card Scheme Rules;
 - 38.2.3 verify the identity of all Customers prior to the Customers executing Customer Direct Debit Applications;
 - 38.2.4 enter data about a Customer in the System where such data is provided in, and in strict accordance with the terms of, the duly completed and executed Customer Direct Debit Application for that Customer;
 - 38.2.5 immediately notify St.George when a Customer Direct Debit Application has been terminated and immediately take Customer data off the System in relation to the terminated Customer Direct Debit Application; and
 - 38.2.6 inform the Customer and St.George of any change to the terms and conditions of the Customer Direct Debit Application at least 30 days before the change is implemented (or within such other period, if any, specified by us).
- 38.3 You undertake and agree to:
- 38.3.1 promptly, in accordance with any instruction given by a Customer to cancel or suspend a Direct Debit Request or to stop or defer an individual Debit Item from time to time, update the data in the System accordingly; and
 - 38.3.2 do all things requested by us to ensure that all Debit Items which are lodged as a result of a Product conform with the technical specifications of the BECS Procedures.
- 38.4 You undertake and agree to promptly inform us if you are unable to comply at any time with one or more of your obligations under this Agreement, including without limitation, if you are, for any reason, not being entitled to claim a Direct Debit.

39. PayWay Payment Card

Set out in this clause are the additional terms and conditions that apply to PayWay Payment Card.

- 39.1 If you order a PayWay Payment Card then you represent and warrant that you have entered into a PayWay Payment Card BPAY® Sub-biller Agreement and Operations Manual with us, prior to using a Product.
- 39.2 You acknowledge and agree that at all times (including after termination of this Agreement) we own, hold and retain all proprietary interest in PayWay Payment Card.
- 39.3 You acknowledge and agree:
- 39.3.1 to receive Payments on behalf of Payers using PayWay Payment Card through the BPAY® Scheme and authorise us to accept these Payments;
 - 39.3.2 that only the information set out on PayWay Payment Cards issued by St.George must be used to make Payments;
 - 39.3.3 we may, from time to time, vary the appearance or specifications of the PayWay Payment Card.
 - 39.3.4 to establish and maintain a fair policy for refunds, for return of merchandise and for correcting errors, and, for the avoidance of doubt, to ensure the policy for refunds, for return of merchandise and correcting errors complies with the BPAY® Scheme;
 - 39.3.5 to assume responsibilities and obligations and do all things reasonably requested by us to ensure our obligations under the BPAY® Scheme are met within the reasonable timeframe(s) specified by us, including without limitation, executing any documents and other instruments required to give effect to the authorisation in this clause; and
 - 39.3.6 where you directly provide Personal Information to us, you warrant that you have all requisite permission in writing from all persons to whom that Personal Information relates to provide that Personal Information to us.
- 39.4 If a cheque accepted for Payment is returned unpaid we will:
- 39.4.1 debit the amount of that dishonoured cheque together with any applicable dishonour fee to the Account; and
 - 39.4.2 forward a "cheque returned unpaid advice" and, where available to us, the relevant cheque to you. The cheque returned unpaid advice will contain the following details:
 - (a) the name of the drawer and the drawer bank;
 - (b) the amount of the cheque; and
 - (c) the reason for the dishonour (the "answer").
- 39.5 You acknowledge that due to circumstances beyond our control, you may experience a delay in receiving a notice regarding dishonours (mentioned in clause 39.4.2 above). You agree that any such delays will not constitute a breach by us of this Agreement or any other related agreement and you agree that we are not liable for any losses incurred by you as a result of this delay.
- 39.6 If a cheque is lost or unrepresented, we will debit the amount of the lost or unrepresented cheque from the Account. We will endeavour to provide you with notice prior to debiting your Account.
- 39.7 You agree to:
- 39.7.1 deal with all enquiries and/or complaints from your Payers; and
 - 39.7.2 contact us with any enquiries about the Settlement Report and debits or credits to your Account.
- 39.8 If you request to have your business logo included on your PayWay Payment Card you agree that:
- 39.8.1 we will need a copy of the logo in a specified format;
 - 39.8.2 a test print of the proposed PayWay Payment Card may be required by us before a batch is printed;

- 39.8.3 we will not be liable in relation to the design or appearance of a PayWay payment Card if you do not choose to perform a test print; and
- 39.8.4 we may, acting reasonably, change our specified format from time to time.
- 39.9 Upon providing us with any Intellectual Property Rights to be printed onto a PayWay Payment Card, you:
 - 39.9.1 represent and warrant that you are the owner or licensee of those Intellectual Property Rights, and have the power and authority to grant the licence referred to in clause 39.9.2 below and that in providing them to us it will not cause St. George to be in breach of any law; and
 - 39.9.2 subject to clause 39.2, grant us a non-exclusive, royalty free, revocable licence to use the Intellectual Property Rights for the purpose of printing it on the PayWay Payment Card.

40. PayWay Match

Set out in this clause are the additional terms and conditions that apply to PayWay Match.

- 40.1 We will allocate Virtual Accounts to you for the purpose of receiving direct credit Payments from Payers. You acknowledge that a Virtual Account is not an account held with St. George and is only to allow Payers to make direct credit Payments and to identify the relevant customer when reconciling reports provided to you by us.
- 40.2 A Payer may make a direct credit Payment to you through PayWay Match by using the Virtual Account you have assigned for their use. You acknowledge that Payments using a Virtual Account can only be made through the BECS by the Payer using internet banking or other arrangement provided by their financial institution.
- 40.3 You acknowledge that the Payer's financial institution may set restrictions or criteria, including a cut-off time for submitting a direct credit request, that affect the processing of a direct credit entry and that we have no control over these factors. Payments will only be processed by us when received by us.
- 40.4 You must ensure that any Payer assigned a Virtual Account by you acknowledges and agrees that the Virtual Account:
 - 39.4.1 is only a reference number used to identify the Payer and is not a bank account of any sort; and
 - 39.4.2 is only to be used to make direct credit payments to you and is not to be used in any other manner or for any other purpose, for example establishing direct debits.
- 40.5 At the end of each Business Day, we will calculate the total aggregate value of all Payments received by us through the BECS, using a Virtual Account and settle this amount, less any amount you have instructed us to return to a Payer, to your Account on the following Business Day.
- 40.6 We may reject a direct credit received using a Virtual Account where:
 - 40.6.1 you no longer hold the PayWay Match Product;
 - 40.6.2 you have closed the relevant Virtual Account;
 - 40.6.3 you have not paid any fee or charge that is currently due to us under this Agreement;
 - 40.6.4 you do not, or cease to, hold an Account; or
 - 40.6.5 we reasonably believe that the direct credit was initiated fraudulently or in error, or that by accepting the direct credit we may incur a loss or damage of any nature, including reputational.

We have no liability to you for rejecting a direct credit in these circumstances.

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St. George acknowledges the traditional owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respect to Australia's First Peoples, and to their Elders, past and present.

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