



Bank of
Melbourne

PayTo.

Terms and Conditions.

Effective date: 9 November 2023

You've got questions? We've got time to talk.



Give us a call on **13 22 66**
8.00 am to 8.00pm
Monday to Saturday



Pop into a **branch near you**



Visit bankofmelbourne.com.au

Accessibility support.

At any time, you can inform us how you would prefer to be contacted. If you are deaf and/or find it hard hearing or speaking with people who use a phone, you can reach us through the National Relay Service (NRS). To use the NRS you can register by visiting accesshub.gov.au/about-the-nrs

Visit bankofmelbourne.com.au/accessibility for further information on our accessible products and services for people with disability.

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1. PayTo services outside Internet Banking.

These PayTo Terms and Conditions will apply to your use of PayTo services where:

- you manage your Payment Agreements outside the Internet Banking channel (e.g. to authorise, pause, cancel), or
- you no longer have access to Online Banking (e.g. because you terminated your access to Internet Banking).

There may be some instances, acting reasonably, where it may be necessary for us to pause or cancel all or some of your Payment Agreements or Migrated DDR Mandate. Where this occurs, you acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements or Migrated DDR Mandate in accordance with these terms and conditions.

2. Creating a Payment Agreement.

You may establish and authorise Payment Agreements with merchants or Payment Initiators who offer PayTo as a payment option, for an eligible Account (as determined reasonably by us from time to time).

To create a Payment Agreement for an eligible Account:

Step 1.

You will be required to provide the merchant or Payment Initiator with your personal information, including the BSB and Account number or PayID, of the eligible Account. You must ensure your details are correct.

Step 2.

The merchant or Payment Initiator will create and submit a record of the Payment Agreement to their financial institution or payments processor to record in the Mandate Management Service.

Step 3.

Once the Mandate Management Service notifies us that a Payment Agreement has been created using your Account or PayID details, we will notify you via Internet or Mobile Banking, email (to your nominated email address) or SMS, and ask you to confirm the Payment Agreement by providing you with details of the:

- merchant or Payment Initiator,
- payment amounts and payment frequency (where provided in the Payment Agreement).

Step 4.

You may confirm or decline the Payment Agreement in Internet or Mobile Banking, or via Phone Banking:

- If you **confirm**, we will record your confirmation against the record of the Payment Agreement in the Mandate Management Service and the Payment Agreement will become effective (i.e. we will process payment instructions under the Payment Agreement).
- If you **decline**, we will record that against the record of the Payment Agreement in the Mandate Management Service.

(**Note:** If you believe that the payment amount or frequency, or any other detail presented in the Payment Agreement is incorrect, you may decline the Payment Agreement, contact the merchant or Payment Initiator, and have them amend and resubmit the Payment Agreement creation request.)

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 (usually 6 calendar days), the Payment Agreement may be withdrawn by the merchant or Payment Initiator.

Please ensure that the details of the Payment Agreement are correct before you confirm them. We will not be liable to you or any other person for loss suffered as a result of processing a payment instruction submitted under a Payment Agreement that you have confirmed.

3. Amending a Payment Agreement.

Your Payment Agreement may be amended by the merchant or Payment Initiator from time to time, or by us on your instruction.

You may instruct us to amend your Account details in the Payment Agreement. Account details may only be replaced with the BSB and Account number (or PayID) of an Account. We may decline to act on an instruction to amend your Payment Agreement if we are not reasonably satisfied that the request is legitimate. You may not request us to amend the details of the merchant or Payment Initiator, or another party.

We will send you a notification of proposed amendments to the Payment Agreement via Internet or Mobile Banking, email (to your nominated email address) or SMS for your authorisation (in Internet or Mobile Banking, or via Phone Banking):

- If you confirm, we will promptly record the confirmation against the record of the Payment Agreement in the Mandate Management Service and the amendment will become effective.
- If you decline, the amendment will not be made. A declined amendment request will not otherwise affect the Payment Agreement.

If you decline the amendment request because of incorrect details, you may contact the merchant or Payment Initiator and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the merchant or Payment Initiator.

- If you do not confirm or decline within 6 calendar days of the notification being sent to you (or if the amendment is withdrawn by the merchant or Payment Initiator), the amendment request will expire and will be deemed to be declined.

4. Pausing your Payment Agreement.

You may instruct us to pause and resume your Payment Agreement via Internet or Mobile Banking, and Phone Banking. We will promptly act on your instruction by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the merchant's or Payment Initiator's financial institution or payment processor of the pause or resumption.

During the period the Payment Agreement is paused, we will not process payment instructions in connection with it. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant merchant or Payment Initiator.

Merchants and Payment Initiators may pause and resume their Payment Agreements. If the merchant or Payment Initiator pauses a Payment Agreement to which you are a party, we will promptly notify you of that, and of any subsequent resumption, via Internet Banking, Mobile Banking, or email. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement by the merchant or Payment Initiator.

5. Cancelling your Payment Agreement.

You may instruct us to cancel a Payment Agreement on your behalf by contacting us via Internet Banking, Mobile Banking, or Phone Banking. We will promptly act on your instruction by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the merchant's or Payment Initiator's financial institution or payment processor of the cancellation. The terms of an agreement between you and the relevant merchant or Payment Initiator may specify certain losses for which you may be liable as a result of that cancellation (e.g. you may be required to pay a cancellation fee after instructing us to cancel the Payment Agreement).

Merchants and Payment Initiators may cancel Payment Agreements. If the merchant or Payment Initiator cancels a Payment Agreement to which you are a party, we will promptly notify you of that cancellation via Internet Banking, Mobile Banking, or email. We will not be liable to you or any other person for loss incurred due to cancellation of your Payment Agreement by the merchant or Payment Initiator.

6. Migration of Direct Debit arrangements.

Merchants and Payment Initiators who have existing Direct Debit arrangements with their customers may establish Payment Agreements for these, as Migrated DDR Mandates, in order to process payments under those arrangements via the NPP rather than BECS (the Bulk Electronic Clearing System). If you have an existing Direct Debit arrangement with a merchant or Payment Initiator, you may be notified by them that future payments will be processed from your Account under PayTo.

You are entitled to prior written notice of variations to your Direct Debit arrangement and changed processing arrangements, as specified in your Direct Debit Service Agreement, from the merchant or Payment Initiator. If you do not consent to the variation of the Direct Debit arrangement, you must advise the merchant or Payment Initiator. We are not obliged to provide notice of a Migrated DDR Mandate to you for you to confirm or decline. We will process instructions received from a merchant or Payment Initiator on the basis of a Migrated DDR Mandate.

You may amend, pause (and resume), cancel or transfer your Migrated DDR Mandate, or receive notice of amendment, pause or resumption, or cancellation initiated by the merchant or Payment Initiator, in the manner described in this document.

7. Your responsibilities.

You must:

- ensure that you carefully consider any Payment Agreement creation request, or amendment request made in respect of your Payment Agreement or Migrated DDR Mandate and promptly respond to such requests. We will not be liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a Payment Agreement or Migrated DDR Mandate.
- notify us immediately if you no longer hold or have authority to operate the Account from which payments under a Payment Agreement or Migrated DDR Mandate have been (or will be) made.
- promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason, acting reasonably, and consistent with our responsibilities in Clause 8. We will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.
- ensure that all data you provide to us or to any merchant or Payment Initiator that subscribes to PayTo is accurate, up to date and permitted to be disclosed.
- ensure not to use PayTo to send threatening, harassing or offensive messages to the merchant, Payment Initiator or any other person.
- ensure any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person.
- comply with all applicable laws in connection with your use of PayTo.
- ensure that you comply with the terms of any agreement that you have with a merchant or Payment Initiator, including any termination notice periods. You acknowledge that you are responsible for any loss that you suffer in connection with the cancellation or pausing of a Payment Agreement or Migrated DDR Mandate by you which is in breach of any agreement that you have with that merchant or Payment Initiator.
- ensure that you have sufficient funds in your Account to meet the requirements of all your Payment Agreements and Migrated DDR Mandate. Subject to any applicable laws and industry codes, we will not be responsible for any loss that you suffer as a result of your Account having insufficient funds. Please refer to the relevant Account terms and conditions which will apply where there are insufficient funds in your Account (i.e. we will not honour a PayTo payment when there are insufficient funds available in the Account).
- ensure your contact details are up to date and notify us when they change (e.g. by calling us).

If you receive a Payment Agreement creation request or become aware of payments being processed from your Account that you are not expecting, or experience any other activity that appears suspicious or erroneous, please report such activity to us as soon as possible via Internet Banking, Mobile Banking or Phone Banking and submit a claim. We will respond to all claims within 5 business days, and if the claim is founded, we will refund your Account. We will not be liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement or Migrated DDR Mandate.

If you use a smartphone to do your banking, we recommend that you allow notifications from us on your Mobile device (by enabling notifications on your Mobile device settings) so that you may receive and respond to Payment Agreement creation requests, amendment requests and other notifications in a timely way.

You acknowledge that PayTo functionality may be unavailable due to outages. Where we are unable to process your request (e.g. to cancel, amend or pause your Payment Agreement), we will notify you of this in Internet Banking, Mobile Banking, or email and you may need to contact your merchant or Payment Initiator to action your request.

8. Our responsibilities.

We will accurately reflect all information you provide to us in connection with a Payment Agreement or a Migrated DDR Mandate in the Mandate Management Service.

In addition to any other rights we may have to refuse a service, acting reasonably, we may monitor your Payment Agreements or Migrated DDR Mandate for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements or Migrated DDR Mandate if we reasonably suspect misuse, fraud or security issues. We will promptly notify you of any such action to pause or cancel your Payment Agreement via Internet Banking, Mobile Banking, or email.

9. Intellectual property relating to PayTo.

All intellectual property, including but not limited to the PayTo trademarks and all documentation, remains our property, or that of our licensors (our Intellectual Property). We grant to you a revocable royalty free, non-exclusive licence (or where applicable, sub-license) to use our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with these Terms and Conditions.

Where an intellectual property infringement claim is made against you, we will have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon:

- modifications to our Intellectual Property by or on behalf of you in a manner that causes the infringement;
- use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item;
- your failure to use corrections or enhancements to our Intellectual Property that are made available to you (except where the use of corrections or enhancements would have caused a defect in PayTo or would have had the effect of removing functionality or adversely affecting the performance of PayTo); and
- your failure to use our Intellectual Property in accordance with these Terms and Conditions.

10. Privacy.

When a person uses your PayID, they will be able to view your PayID and certain details linked to it (such as your name). This is to help reduce the chances of mistaken payments. By applying to register for PayID, you consent to us collecting and storing your personal information in accordance with our Privacy Statement. You also consent to the disclosure and use of your personal information by, and to, participating financial institutions, users of PayID payment services, and the providers of the PayID payment facilities (including NPP Australia Limited and BPAY®) and their service providers. If you do not agree, we will not be able to offer PayID payment facilities to you.

By confirming a Payment Agreement and/or permitting the creation of a Migrated DDR Mandate against your Account, you authorise us to collect, use and store your name and Account details (among other information) and the details of your Payment Agreement(s) and Migrated DDR Mandate in the Mandate Management Service, and acknowledge that these details may be disclosed to the financial institution or payment processor for the merchant or Payment Initiator, for the purposes of:

- creating payment instructions and messages, and
- enabling us to make payments from your Account.

Any personal information or data you provide to the merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant merchant or Payment Initiator.

Privacy Statement.

Our Privacy Statement explains how we collect, use and disclose your personal information. Our Privacy Statement also provides information about how you can access and correct your personal information, and make a complaint and is available at bankofmelbourne.com.au/privacy/privacy-statement or by calling us on 13 22 66.

In certain circumstances, additional documents might also apply to our collection, use and disclosure of your personal information (including sensitive information).

- If you verify your identity electronically, our Electronic Verification Notice contains further information about how we collect, use and disclose your personal information.
- If you require additional support to do your banking, our Vulnerable Customer Notice contains further information about how we collect, use and disclose your personal information (including sensitive information).

11. Variation.

Bank of Melbourne may change the terms and conditions that apply to the PayTo service at any time and will notify you of any changes in writing or by advertising in the national or local media.

Advance notice may not be given where a change is necessitated by an immediate need to restore or maintain the security of Bank of Melbourne systems, or where you cannot reasonably be contacted. We can also give a shorter notice period (or no notice) if it is reasonable for Bank of Melbourne to manage a material and immediate risk.

Bank of Melbourne may notify you of changes as follows:

- new fee or variation of a fee – 30 days in advance;
- the introduction or change to a government charge – in advance of the change or reasonably promptly after a government, government agency or representative body notifies us unless the change has already been published by a government, government agency or representative body;
- any other change to a term or condition or any material change to a matter required by law to be in these terms and conditions – as soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, we will give notice 30 days in advance.

12. Banking Code of Practice.

The Australian Banking Association's Banking Code of Practice as updated, and adopted by us, from time to time (Banking Code) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.

13. ePayments Code.

The ePayments Code governs certain electronic payments to or from your Account. We will comply with this Code where it applies.

14. 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 22 66.

If you are overseas, please call +61 3 8536 7870.

By post.

You can write to us at:

Bank of Melbourne Customer Solutions
Level 5
150 Collins Street
Melbourne VIC 3000

In branch.

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

Online.

Using the secure feedback form at eforms.bankofmelbourne.com.au/olfmu/eforms/ConsumerFeedback/#/welcome

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.

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

15. Meaning of words

Account means any eligible Bank of Melbourne bank account (as determined by us from time to time) through which you may establish and authorise Payment Agreements with merchants or Payment Initiators who offer PayTo as a payment option.

BPAY is a registered trademark of BPAY Pty Ltd ABN 69 079 137 518.

Direct Debit has the meaning given to the term 'Direct Debit Request' in the BECS Procedure available at auspaynet.com.au/resources/direct-entry

Internet and Phone Banking means any service we offer from time to time through a communication network (including the internet and phone) to enable you to receive information from us and to transmit instructions to us electronically in relation to an Account, or other matters we specify.

Mandate Management Service means the central, secure database operated by NPP Australia Limited of Payment Agreements. Payment Agreements must be recorded in the Mandate Management Service to process NPP payments.

Migrated DDR Mandate means existing Direct Debit arrangements which have been converted into Payment Agreements in order to process payments under those arrangements via the NPP rather than BECS (the Bulk Electronic Clearing System).

NPP means the New Payments Platform operated by NPP Australia Limited.

PayID means a unique identifier held in a central register by NPP Australia Limited and accessible to participating financial institutions to facilitate payments to a PayID. It can be used to receive and make payments from accounts held with participating financial institutions throughout Australia.

Payment Agreement means an agreement established by you and an approved merchant or Payment Initiator, by which you authorise us to make payments from your Account via the NPP.

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 via the NPP.

PayTo means the service which enables us to process NPP payments (i.e. electronic payments cleared and settled by participating financial institutions via the NPP) from your Account in accordance with and on the terms set out in a Payment Agreement you have established with a merchant or Payment Initiator that subscribes to the service.

You and **your** means the person(s) in whose name an Account is conducted and who is responsible for all transactions on the Account (at the time that the Payment Agreement is established).

We, us, our, Bank of Melbourne or **the Bank** means Bank of Melbourne – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 and its successors and assigns.



**Bank of
Melbourne**

Bank of Melbourne 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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