

## 1. About this document

This document sets out the terms and conditions which govern your use or attempted use of PayTo. This document helps you to understand how PayTo works and you should read these terms and conditions before making a decision to create a PayTo arrangement for an Account with People's Choice.

We recommend that you read these terms and conditions carefully and keep a copy in case you need to refer to it in the future. You can also get the latest copy from our website at [peopleschoice.com.au/disclosure-documents](https://peopleschoice.com.au/disclosure-documents).

## 2. PayTo

- 2.1. These terms and conditions apply in relation to your use or attempted use of PayTo and any Payment Agreement that is created for an Account, and related PayTo Payments, if PayTo is available for your Account. Please refer to the Account Features & Comparison Table in Part A1.4 of the Accounts & Access Facilities Terms & Conditions to determine whether PayTo is available for your Account.
- 2.2. PayTo allows payers to establish and authorise Payment Agreements with Merchants or Payment Initiators who offer PayTo as a payment option.

### Creating a Payment Agreement

- 2.3. You can set up a Payment Agreement with a Merchant or Payment Initiator that offers PayTo as a payment option by providing the Merchant or Payment Initiator with a PayID you have created for your Account or the BSB and Account Number for your Account. You are responsible for ensuring that the PayID or BSB and Account Number you provide for the purpose of establishing a Payment Agreement are correct. Any personal information or data you provide to a Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.
- 2.4. If you agree to setup a Payment Agreement with a Merchant or Payment Initiator, they will create the Payment Agreement in the Mandate Management Service through their financial institution or payments processor and we will be notified.
- 2.5. After we receive notification that a new Payment Agreement has been created for your Account we will notify you with the details of the Payment Agreement by email or SMS and ask you to confirm your approval of the Payment Agreement by contacting us. If you have not provided us with your email address or mobile number, we may notify you with the details of the Payment Agreement in some other way. You may approve or decline any Payment Agreement in your discretion and we will record whether you approved or declined the Payment Agreement in the Mandate Management Service.
- 2.6. If a Payment Agreement requires your approval within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide approval within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator or it may expire.
- 2.7. If you tell us that you approve a Payment Agreement it will be active once we record your approval in the Mandate Management Service. Payment requests may be made by a Merchant or Payment Initiator immediately after you have approved a Payment Agreement so do not approve a Payment Agreement unless you are sure all the details are correct.
- 2.8. If you think the payment amount, frequency or any other detail presented in a Payment Agreement is incorrect, you should decline the Payment Agreement and contact the relevant Merchant or Payment Initiator to have them submit a new Payment Agreement with the correct details.
- 2.9. By approving a Payment Agreement, you:
  - 2.9.1. authorise us to collect, use and store your name and Account details and other details about you and the Payment Agreement from and in the Mandate Management Service; and
  - 2.9.2. acknowledge that these details may be disclosed to NPP Australia Limited (who operates the Mandate Management Service) and the financial institution or payment processor for the Merchant or Payment Initiator for the purposes of
  - 2.9.3. creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your Account and for related purposes; and

- 2.9.4. consent to us, other financial institutions and payment processors, NPP Australia Limited, Merchants and Payment Initiators using and disclosing such of your personal information as is contained in a Payment Agreement record in the Mandate Management Service as contemplated by the NPP regulations and procedures.

### **PayTo Payment**

- 2.10. We will process payment instructions we receive from a Merchant or Payment Initiator in connection with a Payment Agreement only if you have approved the associated Payment Agreement.
- 2.11. By authorising a Payment Agreement you instruct us to make PayTo Payments from your Account in accordance with the Payment Agreement each time a PayTo Payment is requested by the Merchant or Payment Initiator who is a party to the Payment Agreement or their financial institution or payment processor.
- 2.12. It is your responsibility to ensure you have sufficient Available Funds in your Account to process each PayTo Payment. We are not required to make a PayTo Payment if there are insufficient Available Funds in your Account at the time the PayTo Payment is requested.

### **Amending a Payment Agreement**

- 2.13. A Payment Agreement may be amended by the Merchant or Payment Initiator from time to time.
- 2.14. If we are notified that a Merchant or Payment Initiator seeks to amend a Payment Agreement, we will notify you of the amendment by email or SMS and request that you approve or decline the amendment. If you have not provided us with your email address or mobile number, we may notify you with the details of the Payment Agreement in some other way. You may approve or decline amendment request presented for your approval.
- 2.15. We will promptly record whether you approved or declined the Payment Agreement amendment request in the Mandate Management Service. If you tell us that you approve an amendment request the amendment will be active once we record your approval in the Mandate Management Service. If you decline a Payment Agreement amendment request, the Payment Agreement will not be affected by the amendment request and will continue as if the amendment request had not been submitted.
- 2.16. If you think the payment amount, frequency or any other detail presented in a Payment Agreement amendment request we provide to you for approval is incorrect, you should decline the amendment request and contact the relevant Merchant or Payment Initiator to have them resubmit a new amendment request with the correct details. We cannot change the details in an amendment request.
- 2.17. Payment Agreement amendment requests which are not approved or declined within 7 days will expire. If you do not provide approval within that timeframe, the Payment Agreement amendment may expire and it will be treated as being declined by you.
- 2.18. You may instruct us to amend your name, PayID or BSB and Account details in a Payment Agreement. You can also amend your PayID or BSB and account details in a Payment Agreement by contacting us. Account details may only be replaced with a PayID or BSB and Account Number of an eligible Account you hold with us. If you wish to amend the Account details to refer to an account with another financial institution, you must cancel the Payment Agreement and contact the Merchant or Payment Initiator to create a new Payment Agreement with the new Account details. We may decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. You may not request that we amend the detail of the Merchant or Payment Initiator, or another party.

### **Pausing or resuming a Payment Agreement**

- 2.19. You can pause a Payment Agreement or resume a paused Payment Agreement by contacting us. We will promptly act on your instruction to pause or resume a Payment Agreement by updating the Mandate Management Service. The Merchant or Payment Initiator who is a party to the Payment Agreement will be notified each time you pause or resume a Payment Agreement.
- 2.20. A Payment Agreement may also be paused or resumed by the relevant Merchant or Payment Initiator. We will notify you each time we are notified that a Payment Agreement is paused or resumed by the Merchant or Payment Initiator. If you have not provided us with your email address or mobile number, we may notify you with the details of the Payment Agreement in some other way.
- 2.21. We may also pause any Payment Agreement that has been setup using a PayID if the PayID is locked or closed. If we do, we will resume the Payment Agreement once the PayID is unlocked or we obtain instructions from you that otherwise enable the Payment Agreement to be resumed (unless the Payment Agreement has since been cancelled). We will notify you if we pause or resume a Payment Agreement and the Merchant or Payment Initiator associated with the Payment Agreement will also be notified each time we pause or resume a Payment Agreement.

- 2.22. While a Payment Agreement is paused, we will not process any PayTo Payment requests we receive pursuant to the Payment Agreement. PayTo Payments will resume once a paused Payment Agreement is resumed.
- 2.23. Although pausing a Payment Agreement will stop related PayTo Payments being made from your Account, doing so may breach the terms of your agreement with the relevant Merchant or Payment Initiator or you may be required to make payment in some other way. We suggest that you ensure you understand the consequences of pausing a Payment Agreement before you do so and, if necessary, contact the relevant Merchant or Payment Initiator.

### **Transferring a Payment Agreement**

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

### **Cancelling a Payment Agreement**

- 2.25. You can cancel a Payment Agreement at any time by contacting us. We will promptly act on your instruction to cancel a Payment Agreement by updating the Mandate Management Service. The Merchant or Payment Initiator associated with your Payment Agreement will then be notified that you have cancelled the Payment Agreement.
- 2.26. A Payment Agreement may also be cancelled by the relevant Merchant or Payment Initiator. We will notify you if we are notified that a Payment Agreement is cancelled by the Merchant or Payment Initiator. If you have not provided us with your email address or mobile number, we may notify you with the details of the Payment Agreement in some other way.
- 2.27. We will not process any PayTo Payment requests we receive from the Merchant or Payment Initiator pursuant to a Payment Agreement after it has been cancelled.
- 2.28. Although cancelling a Payment Agreement will stop related PayTo Payments being made from your Account, doing so may breach the terms of your agreement with the relevant Merchant or Payment Initiator or you may be required to make payment in some other way. We suggest that you ensure you understand the consequences of cancelling a Payment Agreement before you do so and, if necessary, contact the relevant Merchant or Payment Initiator.
- 2.29. We may cancel any Payment Agreement if the Account associated to the Payment Agreement is closed. We will notify you and the Mandate Management Service if we cancel a Payment Agreement.

### **Migration of direct debit arrangements**

- 2.30. Merchants and Payment Initiators who have existing direct debit arrangements with you may migrate these arrangements to PayTo Agreements (a **Migrated DDR**).
- 2.31. If a Merchant or Payment Initiator does this, you will receive notice from them that your future payments will be migrated to PayTo and you will then have the option of telling the Merchant or Payment Initiator that you do not consent.
- 2.32. If you do not consent to the migration of the direct debit arrangement you must advise the Merchant or Payment Initiator. We are not obliged to provide you notice when a Migrated DDR is established for you to accept or decline. We will process instructions received from a Merchant or Payment Initiator on the basis of a Migrated DDR.
- 2.33. Once a Migrated DDR is established, payments will be processed in accordance with the relevant PayTo Agreement and these terms, and you can manage it like other PayTo Agreements.

### **General PayTo obligations**

- 2.34. We will accurately reflect all information you provide to us in connection with a Payment Agreement in the Mandate Management Service.
- 2.35. You must:
- ensure that you carefully consider any Payment Agreement creation request or amendment request made in respect of your Payment Agreement and promptly respond to such requests;
  - ensure that all information and data you provide to us or to any Merchant or Payment Initiator that is authorised to use PayTo is accurate and up-to-date;
  - not use PayTo to send threatening, harassing or offensive messages to a Merchant, Payment Initiator or any other person;

- d) where we allow you to provide a payment description or reference in connection with a Payment Agreement you must ensure that it does not contain, refer to or link to:
  - e) any swearing, profanity or offensive, discriminatory, threatening or abusive content;
  - f) any information that is confidential or must be kept secret;
  - g) sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record and health information);
  - h) anything which infringes the intellectual property rights of any person; or
  - i) anything which is illegal or seeks to promote illegal activity;
  - j) comply with all applicable laws in connection with your use of PayTo;
  - k) promptly notify us if you no longer hold or have authority to operate the Account from which payments under a Payment Agreement you have approved or permitted to be created are being or are to be made;
  - l) promptly notify us if you receive a Payment Agreement creation request or amendment request or become aware of PayTo Payments being processed from your Account that you are not expecting, or experience any other activities that appear suspicious, fraudulent or erroneous;
  - m) promptly notify us if you become aware of a PayTo Payment being made from your Account that is not permitted under the terms of your Payment Agreement or that was not approved by you; and
  - n) comply with any direction we give you where doing so is necessary for us to comply with our obligations relating to PayTo including under the NPP regulations and procedures.
- 2.36. You are responsible for complying with the terms of any agreement that you have with the Merchant or Payment Initiator who is a party to a Payment Agreement (including any payment and notice giving obligations or termination requirements) and for dealing with the Merchant or Payment Initiator in relation to any concerns or complaints you have in relation to any goods or services relating to the Payment Agreement.
- 2.37. From time to time, we may request that you confirm that one or more of your Payment Agreements are accurate and up-to-date. You must promptly action and respond to any such request. If you fail to do so, we may pause the relevant Payment Agreement(s).
- 2.38. We may monitor your Payment Agreements for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements if we reasonably suspect misuse, fraud or security issues. We will promptly notify you if we pause or cancel a Payment Agreement for these purposes but only if we are legally permitted to do so. You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement for misuse, fraud or for any other reason.
- 2.39. If you notify us of a PayTo Payment being made from your Account that is not permitted under the terms of your Payment Agreement or that was not approved by you and submit a claim, we will provide a formal response to your claim within 30 days. If the claim is founded, we will refund the PayTo Payment to your Account.

### **Liability for PayTo**

- 2.40. To the maximum extent permitted by law, we will not be liable to you or any other person for any loss suffered as a result of:
- processing PayTo Payments under a Payment Agreement which you have approved or are deemed to have approved;
  - you failing to properly consider or promptly respond to any Payment Agreement creation request or amendment request we send you;
  - you failing to properly consider and action any notification we send you in relation to any Payment Agreement;
  - you or a Merchant or Payment Initiator pausing, resuming or cancelling a Payment Agreement; or
  - any delay or failure in respect of a Payment Agreement or a PayTo Payment being processed due to the unavailability or failure of the PayTo Service, except to the extent such loss is caused by us failing to comply with our obligations relating to PayTo under these Terms and Conditions, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

## Changes to these Terms & Conditions

2.41. Acting reasonably, and in order to comply with applicable law, codes of practice and scheme regulations, we may change these Terms & Conditions from time to time without your consent or further agreement (including to impose or vary any fees and charges). We will give you 30 days' notice of any changes to these Terms & Conditions unless we consider that the change is not adverse to you, in which case we will notify you before, or with, your next statement or unless a change is made to restore or maintain the security of our systems, in which case we can make the change immediately without notice.

## 3. Definitions in this document

**Account** means an account held with us which you can access electronically, excluding a term deposit or prepaid facility;

**Accountholder** means the person(s) in whose name(s) an Account is held and if there is more than one Accountholder, it means the Accountholders jointly and severally;

**Account Number** means the number allocated to your Account by People's Choice to identify your Account. Each Account you hold will have a unique Account Number allocated to it;

**Available Funds** means the amount of funds which you may access from your Account. This would be:

- the total funds in your Account, less any transaction amounts that are still pending or not cleared, such as pending card, direct debit or cheque transactions; or
- the available credit (where applicable), less any transaction amounts that are still pending or not cleared, such as pending card, direct debit or cheque transactions.

**BSB** means a Bank State Branch Number, which identifies a financial institution in Australia.

**Mandate Management Service (MMS)** means the Mandate Management Service (MMS) being a central, secure database of Payment Agreements operated by or for NPP Australia Limited;

**Merchant** means a merchant or business with which you have established, or would like to establish, a Payment Agreement;

**Migrated DDR** means a Payment Agreement created by a Merchant or Payment Initiator to process payments under an existing direct debit arrangement as PayTo Payments instead of through direct debit;

**NPP** means the New Payments Platform owned and operated by or for NPP Australia Limited;

**NPP Payment** means a payment processed through the NPP and includes Osko Payments;

**PayID** means a unique Identifier which has been created in the NPP PayID service and can be used for the purpose of making and receiving NPP Payments;

**Payment Initiator** means an approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate PayTo Payments from your Account;

**PayTo** means the service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a Payment Agreement;

**PayTo Agreement** or **Payment Agreement** means an agreement created by an approved Merchant or Payment Initiator in the Mandate Management Service by which you authorise us to make payments from your Account;

**PayTo Payment** means an NPP Payment we make pursuant to a Payment Agreement;

**We, us, our, People First Bank, People's Choice Credit Union, People's Choice, Heritage or Heritage Bank** refers to Heritage and People's Choice Ltd ABN 11 087 651 125, Australian Financial Services Licence 244310 and Australian Credit Licence 244310; and

**You or your** means, according to the context:

- the Accountholder; and
- any third party the Accountholder nominates to operate the Account.