

BPAY[®] BILLER AGREEMENT
AUSTRALIA

BPAY BILLER AGREEMENT

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BPAY BILLER AGREEMENT

DETAILS

Participating Biller means the person specified as such in its separate agreement with the Institution.

Institution Name:

Australia and New Zealand Banking Group Limited
ABN: 11 005 357 522
Address: ANZ Centre Melbourne, Level 9, 833 Collins Street,
DOCKLANDS, VIC, AUSTRALIA, 3008

PART A - OUTLINE

The terms in Part A apply to the participation of the Participating Biller in both BPAY Payments and BPAY View.

1. SCHEME ACCESS

- 1.1 The Institution is a member of the BPAY Scheme.
- 1.2 In consideration of the payment by the Participating Biller to the Institution of the fees described in clause 20:
 - (a) the Institution agrees to facilitate the participation of the Participating Biller in BPAY Payments on the terms and conditions set out in this agreement by acting as a Biller Institution on behalf of the Participating Biller;
 - (b) the Participating Biller agrees to comply with the terms and conditions of this agreement and the Operations Manual (BPAY Payments); and
 - (c) the Institution agrees and the Participating Biller acknowledges that the terms and conditions of this agreement, the Operations Manual (BPAY View) and the Biller Integration Kit will apply to any participation of the Participating Biller in BPAY View.
- 1.3 The Participating Biller acknowledges that:
 - (a) it has received a copy of the Operations Manual (BPAY Payments) and, if it has notified the Institution that it intends to participate in BPAY View, the Operations Manual (BPAY View) and the Biller Integration Kit, before entering into this agreement;
 - (b) the Operations Manual (BPAY Payments), the Operations Manual (BPAY View) and the Biller Integration Kit may be amended from time to time by written notice from the Institution to the Participating Biller, such change to have effect from the date specified in the notice; and
 - (c) the obligations on the Participating Biller in the Operations Manual (BPAY Payments), the Operations Manual (BPAY View) and Biller Integration Kit form part of this agreement as if set out in full.

PART B - BPAY PAYMENTS

The terms in Part B apply to the participation of the Participating Biller in BPAY Payments only.

2. AUTHORISATION

- 2.1 The Participating Biller agrees to receive payments on behalf of its Payer Customers through BPAY Payments made using the Payment Methods.
- 2.2 The Participating Biller authorises the Institution:
 - (a) to accept Payments from its Payer Customers made using the Payment Methods; and
 - (b) to credit and debit to the Participating Biller's Nominated Account with all amounts contemplated under this agreement.
- 2.3 Without limiting clause 2.2 in any way, the Participating Biller authorises the Institution to make debits and credits to the Participating Biller's Nominated Account as and when necessary to effect Payments and Adjustments made using the Payment Methods, and whether that Payment or the original transaction to which that Adjustment relates occurred before, on or after the date of this agreement.
- 2.4 The Participating Biller agrees that it must do all acts, including without limitation executing any documents and other instruments, and give any consents, necessary to give effect to the authorisations in clauses 2.2 and 2.3.
- 2.5 The Participating Biller may not give the Institution any instruction or direction, whether concerning the operation of a Nominated Account or otherwise, which is inconsistent with any authorisation or other provision of this agreement, and the Institution is entitled to disregard any such inconsistent instruction or direction.

3. OBLIGATIONS OF THE INSTITUTION

The Institution must:

- (a) comply with its obligations under BPAY Payments and under the Operations Manual (BPAY Payments) as a Payer Institution and a Biller Institution respectively; and
- (b) perform its obligations under BPAY Payments in relation to the Participating Biller and this agreement with reasonable skill and care.

4. OBLIGATIONS OF THE PARTICIPATING BILLER

- 4.1 The Participating Biller must:
 - (a) give the Institution the details referred to in the Participating Biller's agreement with the Institution concerning its billing arrangements with its Payer Customers and promptly notify the Institution of any changes to those details;
 - (b) maintain and, where not already in place, establish a Nominated Account;

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- (c) ensure that it:
 - (i) has and maintains adequate procedures and systems for receiving and processing promptly Biller Information Files it receives from the Institution; and
 - (ii) correctly and promptly credits or debits as the case may be the amounts of each Payment Instruction recorded on those files to the applicable Payer Customer;
 - (d) not make any warranty or representation in respect of goods or services supplied which may bind the Institution, BPAY, or any other participant in the BPAY Scheme;
 - (e) establish and maintain a fair policy for correction of errors and exchange and return of goods and services where the Institution becomes involved in effecting Error Corrections;
 - (f) promptly notify the Institution if it is unable to apply Payments listed in a Biller Information File to accounts it maintains for its Payer Customers for any reason; and
 - (g) upon being notified by the Institution that a Payment Instruction received by the Participating Biller is allegedly unauthorised ("notice"):
 - (i) immediately prevent the withdrawal or other use or application of the funds held by the Participating Biller comprising the Payment Instruction (to the extent they have not already been disbursed by the Participating Biller to another party) pending the resolution of the matter by the Institution or a Payer Institution;
 - (ii) disclose, within 7 Banking Business Days of the Participating Biller receiving the notice, such information to the Institution as is reasonably necessary to identify the ultimate recipient of the funds; and
 - (iii) comply with any reasonable request for assistance by the Institution in the unwinding of the Payment Instruction.
- 4.2 The Participating Biller acknowledges that if it fails to comply with its obligations under clause 4.1(g) or is unable for any reason to disclose the information referred to in 4.1(g)(ii) within the timeframe referred to in 4.1(g)(ii):
- (a) it will be presumed for the purposes of unwinding the Payment Instruction in accordance with the Operations Manual (BPAY Payments) that the funds comprising the Payment Instruction are recoverable from the Participating Biller; and
 - (b) the Payer Institution or the CIP may initiate a Payer Institution Error Correction to reverse the Payment Instruction.
- 4.3 If the Participating Biller complies with its obligations under clause 4.1(g), then the rules and procedures for dealing with Adjustments set out at section 4 in the Operations Manual (BPAY Payments) will apply.

5. BILLER SETTLEMENT

- 5.1 Subject to clause 5.3, the Institution must debit or credit the Participating Biller's Nominated Account with the full value of all debit or credit Payer Directions and Payment Instructions received by the Institution from or on behalf of a Payer Customer.
- 5.2 The Participating Biller acknowledges and agrees that:
- (a) the date of payment by a Payer Customer to the Participating Biller is the Settlement Date for that Payment; and
 - (b) the Participating Biller will treat each Payment made by a Payer Customer as having been received by the Participating Biller on the Settlement Date for that Payment.
- 5.3 The Participating Biller authorises the Institution to debit or credit, as necessary, the Participating Biller's Nominated Account in accordance with the procedures specified in the Operations Manual (BPAY Payments).
- 5.4 The Participating Biller acknowledges that Payer Directions received by a Payer Institution after its Payment Cut off Time will be processed by the Payer Institution and included in a Payment Instruction on the next Banking Business Day.
- 5.5 If for any reason beyond the Institution's control a Payer Customer effects a payment to the Participating Biller through BPAY Payments by which that customer's Payer Institution receives value, but an equivalent value is not received by the Institution, the Institution is not liable to the Participating Biller for that value not being credited to its Nominated Account, or if already credited, being debited to the Nominated Account by way of an Adjustment.

6. REASONS FOR DELAY

- 6.1 The Participating Biller acknowledges that delay might occur in the processing of Payment Instructions where:
- (a) there is a public or bank holiday on the day or on the day after a Payer gives a Payer Direction;
 - (b) a Payer Direction is received either on a day which is not a Banking Business Day or after the Payment Cut off Time on a Banking Business Day;
 - (c) another financial institution participating in the BPAY Scheme does not comply with its obligations; or
 - (d) the Participating Biller fails to comply with its obligations under the Operations Manual (BPAY Payments) or this agreement.

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- 6.2 While it is expected that any delay in the Institution's performance under this agreement for any reason set out in clause 6.1 will not continue for more than one Banking Business Day, the Participating Biller acknowledges that any such delay may continue for a longer period.
- 6.3 The Institution will not be in breach of this agreement merely because of a delay of the kind referred to in clause 6.1 or 6.2.

PART C - BPAY VIEW

The terms in Part C apply to the participation of the Participating Biller in BPAY View only.

7. BPAY VIEW OUTLINE

- 7.1 This Part C sets out:
- (a) in clauses 8 and 9, the eligibility criteria which the Participating Biller must meet before it can participate in BPAY View; and
- (b) in clauses 10 to 13, the rights and obligations which apply to the Participating Biller and the Institution (in addition to the rights and obligations set out in the other parts of this agreement) if the Participating Biller participates in BPAY View.
- 7.2 The Participating Biller may, at its discretion, appoint a BSP to act as its agent in order to meet any technical or systems requirements applicable to the Participating Biller in connection with BPAY View, or it may meet those requirements directly itself. If the Participating Biller chooses to appoint a BSP, clause 10 applies to that appointment.

8. BPAY VIEW BILLER CERTIFICATION

- 8.1 In order to participate in BPAY View, the Participating Biller must obtain BPAY View Biller Certification. To obtain BPAY View Biller Certification, the Participating Biller must have its systems and processes (or those of a BSP acting on its behalf - see clause 7.2) tested by the CIP, and the CIP must determine that the Participating Biller is technically capable of meeting the obligations of a BPAY View Biller under this agreement, including without limitation the Biller Integration Kit and the Operations Manual (BPAY View).
- 8.2 Subject to clause 10.4, if the Participating Biller appoints a BSP as its agent, and receives BPAY View Biller Certification through the testing of the systems of that BSP, the Participating Biller must participate in BPAY View through the systems of the BSP, which were subject to the testing.
- 8.3 If the Participating Biller (or its BSP) wishes to make material changes to the system for which it holds BPAY View Biller Certification, the Participating Biller must notify the CIP prior to effecting the change. If, in the opinion of the CIP, the change is of a magnitude that

requires re-certification then the systems of the Participating Biller (or its BSP) must be re-certified prior to the change being effected.

9. ELIGIBILITY FOR PARTICIPATION

- 9.1 The Participating Biller may participate in BPAY View as a BPAY View Biller only if:
- (a) in the Institution's opinion, the Participating Biller is capable of meeting the obligations of a BPAY View Biller and the Participating Biller's participation in BPAY View will not bring the BPAY Scheme into disrepute;
- (b) it has received a copy of the Biller Integration Kit and the Operations Manual (BPAY View) from the Institution;
- (c) it has BPAY View Biller Certification (either in its own right or through a BSP), and that certification has not been withdrawn; and
- (d) it has signed the disclaimer set out in Schedule 2.
- 9.2 The remaining clauses in Part C of this agreement apply only if the conditions in clause 9.1 are satisfied.

10. BSP AS AGENT

- 10.1 If the Participating Biller appoints a BSP to perform any of its obligations under this agreement, the Participating Biller must notify the Institution, and must ensure that the BSP performs those obligations.
- 10.2 Some BSPs may promote their services as "BPAY View Certified". A BSP may only do this if the BSP has passed BSP Technical Certification testing by BPAY. However, the Participating Biller may appoint any BSP as its agent, at its discretion - it is not required to appoint a BSP that has received BSP Technical Certification.
- 10.3 If the Participating Biller appoints a BSP who has received BSP Technical Certification from BPAY, the Participating Biller warrants that it has relied solely on its own inquiries into and judgment of the BSP's systems and capabilities, and not on the BSP Technical Certification, in making its decision to appoint the BSP, and acknowledges that the Participating Biller must still receive BPAY View Biller Certification before it can participate in BPAY View.
- 10.4 Subject to the terms of its agreement with the BSP, the Participating Biller may at any time change BSPs or cease using a BSP. If the Participating Biller changes BSPs or ceases using a BSP, the Participating Biller must notify the Institution, and must be successfully re-tested for BPAY View Biller Certification, either through the new BSP or directly (as applicable).
- 10.5 If the Participating Biller appoints a BSP, the Participating Biller is liable for any loss, Costs or damages suffered by any person because of any actions of the BSP in connection with BPAY View (including fraudulent or negligent actions):

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- (a) which are on behalf of or purporting to be on behalf of the Participating Biller; or
 - (b) which are not on behalf of or purporting to be on behalf of any one Biller, jointly and severally with each other Biller who has appointed the BSP as its agent for BPAY View.
- 10.6 If a BSP appointed by the Participating Biller is suspected on reasonable grounds to be engaging in fraudulent activity in connection with the BPAY Scheme, the Participating Biller must comply with any direction of the Institution to terminate the service agreement it has with the BSP.

11. PARTICIPATION IN BPAY VIEW

- 11.1 This clause 11 applies only if the Participating Biller has satisfied the conditions set out under clause 9.1.
- 11.2 The Participating Biller may:
- (a) in accordance with clause 15, publicise to its customers that they may register to view their Bills through BPAY View if their Payer Institution offers this service; and
 - (b) make Summary Bills available for processing through BPAY View from time to time in accordance with the Biller Integration Kit and Operations Manual (BPAY View).
- 11.3 The Participating Biller must:
- (a) comply with any obligations and performance standards applicable to it under this agreement, including the obligations set out in the Biller Integration Kit and Operations Manual (BPAY View), and any Law applicable to the Participating Biller's participation in BPAY View;
 - (b) ensure that each Payer is not required to log on more than once in order to view their Detailed Bills;

Guidance Note:

- > A Payer is only required to authenticate themselves once: that is, for the purposes of accessing the Payer Institution's website and must not be required to authenticate themselves a second time to access the Biller's webpage at which the Detailed Bill resides.
 - > Authentication includes any security or other process used to identify a Payer or check a Payer's access rights.
- (c) ensure that any Summary Bill data it makes available to the CIP is complete and accurate and conforms with the requirements of any Law or industry code applicable to the Biller, this agreement, the Operations Manual (BPAY View) and the Biller Integration Kit;
 - (d) ensure that, aside from Summary Only Bills, a Detailed Bill is available for viewing by the Payer at least until the expiry date of the Detailed Bill URL in the relevant Summary Bill;

- (e) ensure that any Detailed Bill is complete and accurate and conforms with the requirements of any Law or industry code applicable to the Biller, this agreement, the Operations Manual (BPAY View) and the Biller Integration Kit;
- (f) take its own steps (either directly or through a BSP) to satisfy any requirement to monitor or record the viewing of Detailed Bills by its Payer customers;
- (g) ensure that any documentation it produces or distributes in connection with BPAY View is correct, clear and appropriately qualified; and
- (h) establish appropriate procedures to put into place as a safeguard if the BPAY View service fails, which must include without limitation the safeguard procedures set out in the Operations Manual (BPAY View).

11.4 The Institution must:

- (a) comply with its obligations under the BPAY View service, the Operations Manual (BPAY View) and under the Biller Integration Kit as a Biller Institution; and
- (b) perform its obligations under the BPAY View service in relation to the Participating Biller and this agreement with reasonable skill and care.

12. BPAY VIEW BILLING ERRORS

12.1 A BPAY View Billing Error is:

- (a) in connection with Payers who have successfully registered with BPAY View:
 - (i) failure to display a Detailed Bill (other than because the Payer failed to view an available Detailed Bill);
 - (ii) failure to display a Summary Only Bill (other than because the Payer failed to view an available Summary Only Bill);
 - (iii) failure to display a Detailed Bill on time (other than because the Payer failed to view an available Detailed Bill on time);
 - (iv) failure to display a Summary Only Bill on time (other than because the Payer failed to view an available Summary Only Bill on time);
 - (v) displaying a Detailed Bill or Summary Bill to the wrong person;
 - (vi) displaying a Detailed Bill or Summary Bill with incorrect details; or
- (b) in connection with Payers whose BPAY View deregistration has failed for any reason
 - (vii) display of a Detailed Bill or Summary Bill to a Payer who has unsuccessfully attempted to deregister.

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- 12.2 When a BPAY View Billing Error occurs:
- (a) the Participating Biller must immediately on becoming aware of the BPAY View Billing Error take all reasonable steps to minimise any loss or damage caused by the BPAY View Billing Error, including if necessary by providing a correct Detailed Bill or Summary Only Bill (as appropriate) to the proper recipient. The time at which the correct Detailed Bill or Summary Only Bill is provided to the Payer is known as the **Correction Time**;
 - (b) if the Participating Biller is responsible for the BPAY View Billing Error, it is responsible for correcting the BPAY View Billing Error;
 - (c) any amount owing to the Participating Biller in the Bill must not be considered by the Participating Biller as due until the Corrected Due Time, unless the Participating Biller has otherwise notified the Payer of the amount owing;
 - (d) the Participating Biller agrees (without limiting any rights it has under general Law) that the only compensation to which it is entitled under the BPAY Scheme is that the participant in BPAY View responsible for the BPAY View Billing Error will pay the Participating Biller any charges or interest which would ordinarily be payable if the BPAY View Billing Error had not occurred - they include fees ordinarily charged by the Participating Biller for the period from the original due date for payment up to and including the Corrected Due Time, or any other expenses which a Participating Biller may incur including under any Law as a result of a BPAY View Billing Error, excluding any indirect, special or consequential loss, Costs or damages.

13. TERMINATION OR SUSPENSION OF BPAY VIEW BILLER

- 13.1 The Institution may at any time suspend the participation of the Biller in BPAY View by notice in writing specifying a date for that suspension, and any conditions applicable to it, if:
- (a) the Institution forms the reasonable view that the Participating Biller is not meeting or is unlikely to meet its obligations under this agreement (whether the Biller is acting directly or through a BSP); or
 - (b) a BSP appointed by the Participating Biller is suspected on reasonable grounds to be engaging in fraudulent activity in connection with the BPAY Scheme.
- 13.2 The participation of the Biller in BPAY View automatically terminates if this Biller Agreement is terminated.
- 13.3 If the participation of the Biller in BPAY View is terminated or suspended, the Biller:
- (a) is responsible for finding an alternative method to issue Bills during the suspension period until the suspension is lifted or the Biller requalifies for participation in BPAY View, and for informing its Payers of that method;

- (b) must take all reasonable steps to assist the Institution to notify each Payer affected by the action that the Biller is no longer participating in BPAY View, in the form directed by the Institution; and
- (c) must take all reasonable steps to comply with any directions of the Institution to minimise the impact on Payers of the suspension or termination.

PART D - GENERAL

The terms in Part D apply to the participation of the Participating Biller in both BPAY Payments and BPAY View.

14. OPERATIONS MANUALS AND BILLER INTEGRATION KIT

- 14.1 The Operations Manual (BPAY Payments) or the Operations Manual (BPAY View) may be amended as set out in clause 1.3 of this agreement.
- 14.2 If a provision of this Biller Agreement is inconsistent with a provision of the Operations Manual (BPAY Payments), the Operations Manual (BPAY View), or the Biller Integration Kit, the provision of this Biller Agreement prevails to the extent of that inconsistency.
- 14.3 If a provision of the Biller Integration Kit is inconsistent with a provision of the Operations Manual (BPAY Payments) or the Operations Manual (BPAY View), then the Operations Manual (BPAY Payments) or the Operations Manual (BPAY View) (as applicable) prevails to the extent of that inconsistency.

15. PROMOTIONS AND ADVERTISING

- 15.1 The Institution is entitled to sub-license use of the Marks and grants the Participating Biller a sub-licence to use the Marks including the BPAY logo name in the manner specified in this agreement, the Standards Manual, the Operations Manual (BPAY Payments) and the Operations Manual (BPAY View) for the purposes of advertising its participation in and promotion of BPAY Payments or BPAY View or both to Payers (as applicable) and for no other purpose. The Participating Biller must not permit any other party to use the Marks including the BPAY logo and name. The sub-licence granted pursuant to this clause terminates immediately on termination or expiry of the Institution's right to sub-license use of the Marks or on termination or expiry of this agreement.
- 15.2 The Participating Biller acknowledges that BPAY owns the Marks and agrees:
- (a) not to contest or in any way impair any rights of BPAY to the Marks; and
 - (b) at any time at the request of the Institution to include a statement on any packaging, promotional or advertising materials used in connection with the BPAY Scheme, including any in electronic form, that the Marks are being used by the Participating Biller under the control of and with the authorisation of BPAY and acknowledging ownership of BPAY of the Marks.

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- 15.3 Any use of the Marks by the Participating Biller which is not in compliance with the requirements of this agreement, the Standards Manual, the Operations Manual (BPAY Payments) or the Operations Manual (BPAY View) and which is not promptly discontinued following written notice from the Institution to discontinue such use will be regarded as adequate ground for termination of this agreement.
- 15.4 The Participating Biller is not entitled to license or assign the right to use any of the Marks whether by sale, consolidation, merger, amalgamation, operation of Law or otherwise.
- 15.5 The Participating Biller must use the appropriate denotation or legend of trademark registration or ownership in connection with the Marks, as required or consented to by the Institution.
- 15.6 If the Participating Biller desires to use a denotation or legend of trademark registration or ownership in connection with any mark (other than the Marks), but used in association with or on the same printed matter as the Marks, it may do so provided that:
- (a) such use will not adversely affect the rights of BPAY in the Marks;
 - (b) the specification for such use is notified in writing to the Institution, and the Institution gives its written approval to that specification prior to such use.
- 15.7 The Participating Biller must not use the Marks in such a way as to create an impression that the goods or services offered by the Participating Biller are sponsored, produced, offered or sold by the owner of the Marks. The Participating Biller must not adopt "BPAY" or any other Mark as any part of the name of its business or apply it to any goods or services offered for sale.
- 15.8 The Participating Biller must immediately on becoming aware of any infringement or potential infringement of the Marks notify the Institution.
- 15.9 If any claim is asserted or legal proceedings commenced against the Participating Biller for alleged infringement of any rights held by a third party by reason of the use of the Marks, then the Participating Biller must when it becomes aware of that claim or legal proceedings:
- (a) provide prompt written notice of such claim or proceedings to the Institution; and
 - (b) keep the Institution informed of all developments in respect of the claim or proceedings.
- 15.10 The Participating Biller undertakes to:
- (a) inform its customers, in a manner which is not misleading, how they may use BPAY Payments (including giving them its Biller Code) or BPAY View or both (as applicable);
 - (b) use only literature or promotional materials provided or approved by the Institution for the above purposes or in accordance with the BPAY Identity Standards Manual; and
 - (c) print the BPAY Scheme logo and the Biller Code on its customer invoices, including, if applicable, on Detailed Bills, until such time as this agreement is terminated.
- 15.11 The Participating Biller agrees to give the Institution access to the literature and materials referred to in clause 15.10 upon receiving reasonable notice from the Institution of its desire to have such access from time to time.
- 15.12 The Participating Biller consents to the use of its name and main trading logo in lists of Billers published by BPAY and by Payer Institutions and Biller Institutions.
- ## 16. LIABILITY
- 16.1 The Institution will not be liable to the Participating Biller for any Loss suffered or incurred or which may arise directly or indirectly in connection with this agreement or act or omission of the Institution (including breach of contract) other than to the extent such Loss is caused by the Institution's gross negligence, wilful misconduct or fraud.
- 16.2 Notwithstanding the above, the Institution will not in any circumstances be liable for any indirect or consequential Loss, including:
- (a) any loss of profit, data, goodwill or business;
 - (b) any interruption to business;
 - (c) any failure to realise anticipated savings; or
 - (d) any consequential, indirect, special, punitive or incidental losses, costs or damages.
- 16.3 Notwithstanding anything to the contrary in this agreement, the Institution's liability will not be limited in respect of any personal injury or death arising from negligence by the Institution.
- 16.4 To the extent permitted by Law and unless otherwise stated in this agreement all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to this agreement are excluded.
- 16.5 The Participating Biller will indemnify and hold the Institution harmless against any Loss arising as a result of:
- (a) the Participating Biller's use or operation of the services contemplated by this agreement;
 - (b) the Institution providing the services contemplated by this agreement to the Participating Biller;
 - (c) the Institution acting or refusing to act on the Participating Biller's instructions;
 - (d) the Institution exercising or performing any of its rights or obligations in respect of the Participating Biller;

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- (e) any failure, delay or refusal by the Participating Biller to comply with this agreement or other obligations in respect of the use of the services contemplated by this agreement for any reason whatsoever;
 - (f) the Institution acting or relying on any communication with respect to the services contemplated by this agreement which it reasonably believes to be genuine, correct and appropriately authorised;
 - (g) any act or omission by any third party, excluding any representative or agent of the Institution, which directly or indirectly relates to the Participating Biller's use of the services contemplated by this agreement (including any alteration of information by parties other than the Institution, that results in the amounts or terms of any transactions or outstandings between the Participating Biller and the Institution being misstated or misrepresented);
 - (h) any enquiry, investigation, subpoena (or similar) or litigation with respect to the Participating Biller or with respect to the services contemplated by this agreement;
 - (i) the administration, and any actual or attempted preservation or enforcement, of any rights under this agreement; or
 - (j) any amendment to, or any consent, approval, waiver, release or discharge of or under this agreement.
- 16.6 Any amount payable by the Participating Biller to the Institution under any of the indemnities in clause 16.5 is payable on demand by the Participating Biller.
- 16.7 The **Prescribed Terms** are the conditions and warranties that are implied by Law in contracts for the supply of goods or services that may not be excluded, restricted or modified at all or only to a limited extent.
- 16.8 The Institution's liability for breach of a Prescribed Term is limited where permitted by Law to, at its discretion, either supplying the service again or paying the cost of the re supply.

17. TERMINATION

- 17.1 Either party may terminate this agreement without cause by giving the other party 90 days written notice of termination.
- 17.2 Upon any default under clause 17.3:
- (a) the Institution or the Participating Biller may, at its option, serve upon the other party a notice in writing specifying a date for the termination of this agreement, and clause 17.1 shall not apply to that termination, or
 - (b) if the Participating Biller is in default, the Institution may in its discretion suspend the participation of that Biller in the BPAY Scheme until such time as the Institution revokes that suspension.

- 17.3 Any of the following acts or omissions will constitute default under this agreement:
- (a) if either party fails to observe or perform this agreement or a party suspects on reasonable grounds that the other party has committed or will commit a fraudulent act in connection with the BPAY Scheme and such default (where remediable) is not remedied within 3 Banking Business Days after notice of the failure to observe or perform has been given by the party alleging default;
 - (b) a change occurs in the business, assets or financial condition of the Participating Biller which in the reasonable opinion of the Institution may have a material adverse effect on the ability of the Participating Biller to observe its obligations under this agreement or on the rights of the Institution under the agreement; or
 - (c) the Participating Biller becomes insolvent or subject to any form of insolvency administration or is wound up.
- 17.4 Termination of this agreement will not relieve either party of its obligations incurred prior to that termination including, without limitation, obligations to make Adjustments relating to transactions or services initiated or processed in the BPAY Scheme before the date of Termination.
- 17.5 If the Participating Biller defaults or believes it is likely to default under clause 17.3(c) of this agreement it must notify the Institution immediately.
- 17.6 This agreement terminates immediately if the Institution ceases to be a member of the BPAY Scheme.

18. CONSEQUENCES OF TERMINATION

- 18.1 On termination of this agreement, the Participating Biller must:
- (a) immediately stop promoting the BPAY Scheme, including ceasing to use the Marks including the BPAY logo and any trade mark deceptively similar to any of the Marks;
 - (b) immediately advise its customers that they can no longer give Payer Directions;
 - (c) maintain a Nominated Account and promptly process Biller Information Files and otherwise comply with its obligations in this agreement. If this agreement has been terminated, the obligations in this paragraph survive that termination for a period of 60 Banking Business Days after the date of termination of this agreement;
 - (d) pay to the Institution all undisputed amounts that have become or do become due and payable to the Institution under this agreement;
 - (e) on request by the Institution return to the Institution all:
 - (i) information that is to be treated by the Participating Biller as confidential under clause 22 and is in a material form, and
 - (ii) all copies of it,

BPAY BILLER AGREEMENT

that are in the Participating Biller's possession or control; and

- (f) if the Participating Biller is participating in BPAY View, comply with its obligations under clause 13.3.
- 18.2 The Institution shall no longer be obliged to accept Payer Directions from Payer Customers on behalf of the Participating Biller on the termination of this agreement for any reason.
- 18.3 Termination of this agreement for any reason will not extinguish or otherwise affect any rights of either party against the other which:
 - (a) accrued prior to the time of termination; or
 - (b) otherwise relate to or may arise at any future time from any breach of this agreement which occurred prior to the time of the termination.

19. DISPUTE RESOLUTION

The parties shall observe the procedures specified in the Operations Manual (BPAY Payments) for resolving disputes relating to the BPAY Scheme.

20. FEES AND CHARGES

- 20.1 The Participating Biller must pay to the Institution the fees specified in its agreement with the Institution. Those fees may be varied by the Institution giving 30 days prior written notice to the Participating Biller. The Institution may introduce new fees and charges by giving at least 30 days prior written notice to the Participating Biller.
- 20.2 The Participating Biller must pay or reimburse the Institution for all stamp duties, financial institutions duty, debit tax and any other government charges incurred or payable by the Institution in performance of its obligations under this agreement.
- 20.3 The Participating Biller authorises the Institution to debit the Biller's Nominated Account for any amounts payable by the Participating Biller under this agreement.

21. BILLER'S REPRESENTATION AND WARRANTY

- 21.1 The Participating Biller represents and warrants to the Institution that:
 - (a) it has all necessary power and authority to enter into this agreement and to perform its obligations under it;
 - (b) it will comply with all Laws or industry codes applicable to the Participating Biller in its performance of its rights and obligations under this agreement; and
 - (c) all information provided at any time by the Participating Biller to the Institution as contemplated by this agreement is true and accurate at the time it is provided.

21.2 The Participating Biller agrees:

- (a) to notify the Institution immediately if it becomes aware at any time that it is unable to repeat any of the warranties in clause 21.1, and
- (b) to provide updated or corrected information to the Institution if any of the information provided by the Participating Biller to the Institution at any time as contemplated by this agreement is no longer true and accurate.

22. CONFIDENTIALITY AND PRIVACY

- 22.1 The Participating Biller will treat as confidential and will not disclose any information which comes into its possession as a result of any aspect of this agreement, or use any such information other than for the purposes for which it was given.
- 22.2 The obligation of confidentiality in clause 22.1 will not apply to any information where:
 - (a) it is in the public domain or becomes generally known to the public, other than through breach of this agreement or another obligation of confidence owed by the disclosing party;
 - (b) it is known to either party prior to the time of disclosure to the other party in connection with this agreement;
 - (c) it is required to be disclosed by the Participating Biller or the Institution pursuant to any legislation or legal process;
 - (d) it is included in a report prepared by BPAY, the Management Committee or the CIP for any reason relating to the BPAY Scheme; or
 - (e) it was developed independently of its discloser in connection with this agreement.
- 22.3 The obligation of confidentiality extends, but is not limited, to:
 - (a) the disclosure of fees and charges contained in this agreement;
 - (b) any technology or know-how related to the BPAY Scheme or the performance of this agreement.
- 22.4 The Participating Biller agrees:
 - (a) to comply with any Privacy Law:
 - (i) by which it is bound; or
 - (ii) by which the Institution is bound and of which the Institution notifies the Participating Biller, as if the Participating Biller was bound, and
 - (b) not to do anything that will cause the Institution or BPAY to breach any Privacy Law.

BPAY BILLER AGREEMENT

- 22.5 The Participating Biller consents to BPAY, the Management Committee or the CIP naming it in any report prepared by BPAY, the Management Committee or the CIP for any reason in relation to the BPAY Scheme, including reports which may be circulated to all members of the BPAY Scheme.
- 22.6 The Participating Biller acknowledges that BPAY, the Management Committee or the CIP (as applicable) will exercise reasonable care in the preparation of any report prepared in accordance with clause 22.5 but does not guarantee the accuracy of information provided in that report.

23. VARIATION AND WAIVER

- 23.1 The Institution may change the terms of this agreement at any time by giving 30 days notice in writing, such change to take effect from the date specified in the notice.
- 23.2 A provision or a right created under this agreement cannot be waived except in writing signed by the party granting the waiver.
- 23.3 The parties agree that any changes to this agreement will take immediate effect (without 30 days notice in writing), where the change is a:
- (a) mandatory BPAY Scheme change required to be incorporated by the Biller or Biller Institution; or
 - (b) mandatory change required by Law or regulation.

24. NOTICES

- 24.1 All communications under this agreement must be in writing and must be left at the address or sent by prepaid ordinary post to the address or sent to the facsimile number set out in the Participating Biller's agreement with the Institution or such other address or facsimile number as notified by one party to the other from time to time.
- 24.2 Any communication given to a party is deemed to be received by that party:
- (a) if left at the party's address, when delivered;
 - (b) if sent by prepaid ordinary post, on the third (seventh, if posted to or from a place outside Australia) Banking Business Day after posting; and
 - (c) if transmitted by facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

25. GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

- 25.1 This agreement and the transactions contemplated by this agreement are governed by the Law in force in New South Wales.

- 25.2 Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of the jurisdiction specified in New South Wales and courts of appeal from them for determining any dispute concerning this agreement or the transactions contemplated by this agreement. Each party waives any right it has to object to an action being brought in those courts including, but not limited to claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.
- 25.3 Without preventing any other mode of service, any document in an action (including, but not limited to, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under clause 24.

26. ASSIGNMENT

- 26.1 The Participating Biller must not assign or otherwise deal with its rights under this agreement without the prior written consent of the Institution.
- 26.2 The Institution may at any time assign or novate its rights and obligations under this agreement and the Participating Biller must execute all documents to give effect to this clause.

27. SEVERABILITY

If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

28. FORCE MAJEURE

The Institution will not be liable to the Participating Biller for any loss or damage (including whether direct or consequential), nor be in default under the terms of this agreement, for failure to observe or perform any provision of this agreement for any reason or cause which could not with reasonable diligence be controlled or prevented by the Institution including, without limitation, strikes, lockouts, labour disputes, acts of God, acts of nature, acts of governments or their agencies, fire, flood, storm, riots, power shortages or power failure; sudden and unexpected system failure or disruption by war, sabotage or inability to obtain sufficient labour, raw materials, fuel or utilities.

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29. ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING

- 29.1 The Participating Biller agrees that the Institution may delay, block or refuse to process any transaction without incurring any liability and without informing the Participating Biller of the reasons if the Institution suspects that:
- (a) the transaction may breach any Law or regulation in Australia or any other country;
 - (b) the transaction involves any person that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
 - (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful.
- 29.2 the Participating Biller will provide all information to the Institution which the Institution reasonably requires in order to manage money-laundering or terrorism-financing and economic and trade sanctions risk or to comply with any law or regulation in Australia or any other country.
- 29.3 the Participating Biller agrees that the Institution may disclose any information concerning the Participating Biller to:
- (a) any law enforcement, regulatory agency or court if the Institution must do this under any law or regulation in Australia or elsewhere; and
 - (b) any correspondent (or agent) bank the Institution uses to make the payment for the purpose of compliance with any law or regulation.
- 29.4 the Participating Biller declares and undertakes to the Institution that the processing of any transaction by the Institution in accordance with the Participating Biller's instructions will not breach any law or regulation in Australia or any other country.

PART E

The terms in Part E apply to the participation of the Participating Biller in both BPAY Payments and BPAY View.

30. DEFINITIONS AND INTERPRETATION

30.1 Definitions

The following words have these meanings in this agreement unless the contrary intention appears.

Adjustment means an Error Correction or a Reversal.

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

Bill means a Summary Bill or Detailed Bill provided through BPAY View by a Biller.

Biller means the Participating Biller and any other person who has entered into an agreement with a Biller Institution on substantially similar terms to that contained in this agreement (excluding provisions in the Participating Biller's agreement with the Institution).

Biller Code means the unique numerical code for the Participating Biller, or the codes for each product or service offered by the Participating Biller (as the case may be), specified in the Participating Biller's agreement with the Institution, as varied or replaced from time to time.

Biller Information File means a paper or electronic file produced by a Biller Institution in respect of a Biller on a Banking Business Day, containing details of Payment Instructions processed on that day.

Biller Institution means the Institution and any other financial institution participating in the BPAY Scheme who has entered into an agreement with a Biller on substantially similar terms to that contained in this agreement (excluding provisions in the Participating Biller's agreement with the Institution).

Biller Integration Kit means the document called the "Biller Integration Kit" issued by BPAY and provided to the Participating Biller by the Institution prior to the Participating Biller's participation in BPAY View, as amended or replaced from time to time.

BPAY[®] means BPAY Pty Limited ABN 69 079 137 518.

BPAY Payments means the electronic payments service promoted by BPAY.

BPAY Scheme means

- (a) BPAY Payments;
- (b) BPAY View; and
- (c) any other enhancement of or addition to (a) or (b) above from time to time introduced by BPAY.

BPAY View[®] means the service promoted by BPAY, which allows Payers to view Bills electronically.

BPAY View Biller Certification means certification by the CIP that the systems and processes of a Biller (or a BSP as the Biller's agent) are technically capable of meeting the Biller's obligations in relation to BPAY View.

BPAY View Billing Error has the meaning set out in clause 12.

BSP means a person who provides technical services for and on behalf of a Biller as agent for that Biller, to enable the Biller to participate in BPAY View.

BSP Technical Certification means the certification by the CIP that a BSP's systems and processes are technically capable of satisfying BPAY View Biller Certification.

CIP means the central interchange processing entity for the BPAY Scheme appointed from time to time to process Payment Instructions, perform the role of the CIP in BPAY View processing, and perform any other functions as may be agreed by BPAY and the CIP.

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Corrected time means a reasonable period for the particular circumstances after the Correction Time.

Costs include costs, charges and expenses, including those incurred in connection with advisers.

Detailed Bill means the details of an account owing to a Biller, or a Non-Value Item or Non-Value Bill, which is displayed to a Payer through BPAY View.

Email Notification Bill means a Bill in respect of which:

- (a) the Biller has directed; or
- (b) the Payer and its Payer Institution have agreed,

that an email will be sent by the Payer Institution to the Payer informing them that they have a Bill.

Error Correction means a transaction to correct an error (other than an Erroneous Payment Instruction) 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 an amount specified in:
 - (i) a mistaken Payer Direction/Payment as contemplated in the Operations Manual (BPAY Payments);
 - (ii) an unauthorised Payer Direction as contemplated in the Operations Manual (BPAY Payments);
 - (iii) a Payer Direction induced by or resulting from the fraud of any participant in the BPAY Scheme, as contemplated in the Operations Manual (BPAY Payments); and
- (b) a corresponding debit to the relevant Biller's Nominated Account, or in the circumstances contemplated in the Operations Manual (BPAY Payments), a debit of part of that amount to the relevant Biller's Nominated Account, if that account has been, or will be, credited with the amount of the original Payment Instruction giving rise to the need for the Error Correction; and
- (c) a related advice being sent to that Biller notifying the Biller of the correction, or partial correction, of that error.

Erroneous Payment Instruction means a Payment Instruction erroneously initiated by a Payer Institution or the CIP or erroneously included by a Biller Institution in a Biller Information File. Examples of an Erroneous Payment Instruction include:

- (a) a Payer Institution sends the same file containing Payment Instructions to the CIP twice; or
- (b) a Biller Institution generates and sends to the Biller the same Biller Information.

Institution means the financial institution specified in the "Details" section of this agreement.

Law means any law, statute, rules, regulation or standard of any regulatory, administrative, government, quasi-governmental, law enforcement or supervisory authority, court or tribunal.

Loss means any loss, liability, costs and expenses (including legal costs on a full indemnity basis), claims, proceedings or damages of any kind arising out of

contract, torts, statute or otherwise and whether foreseeable or not.

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

Mandatory View Bill means a Bill which the Payer Institution must prevent the Payer from deleting or paying using BPAY Payments through the Payer Institution's Internet banking site unless the Payer has viewed the Detailed Bill. For the avoidance of doubt, this does not prevent the Payer Institution from processing the BPAY Payment if it is a scheduled Payment, or if the Payer Direction is made other than through the Payer Institution's Internet banking site.

Marks means the trade and service marks owned by BPAY from time to time and set out in the Standards Manual.

Nominated Account means the account or accounts nominated by a Biller to be credited for payments, credited or debited as necessary for Adjustments and debited for fees. In relation to the Participating Biller and Institution, Nominated Account means the account or accounts specified in Participating Biller's agreement with the Institution and such other accounts in addition to or substitution for those accounts, which are notified in writing to the Institution from time to time.

Non-Value Bill means a Bill, which is an account with a Biller, which has a zero or positive balance in favour of the customer.

Non-Value Item means a Bill, which is not a financial account with a customer of a Biller, such as a frequent flyer statement or loyalty points statement or other notice or information given by a Biller to a Payer.

Operations Manual (BPAY Payments) means the document called the "Biller Operations Manual (BPAY Payments)" provided to the Participating Biller by the Institution at the same time as this agreement, as amended or replaced from time to time.

Operations Manual (BPAY View) means the document called the "Biller Operations Manual (BPAY View)" provided to the Participating Biller by the Institution at the time the Participating Biller notifies the Institution of its intention to participate in BPAY View.

Participating Biller means the person specified in the "Details" section of this agreement.

Payer means a customer of a Biller who uses BPAY Payments to make a Payment to a Biller, or who uses BPAY View to view a Bill from a Biller.

Payer Customer means a customer of the Participating Biller who is a Payer.

Payer Direction means a direction from a Payer to their Payer Institution to effect a Payment to a Biller through BPAY Payments, by debiting (for example, a payment) or crediting (for example, an Error Correction) an account or facility held by the Payer with that Payer Institution.

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Payer Institution means a financial institution participating in the BPAY Scheme with whom a Payer has an account facility from which payments can be made and who receives a Payer Direction from that Payer.

Payment means a payment made, or to be made, by or on behalf of a Payer to a Biller through BPAY Payments and which is credited, or to be credited, to a Nominated Account of that Biller.

Payment Cut-off Time means, with respect to a Payer and its Payer Institution, the time on a Banking Business Day set from time to time by that Payer Institution as the time by which that Payer Institution must receive a Payer Direction for it to be included in a Payment Instruction processed by it or sent to the CIP on that day.

Payment Instruction means:

- (a) an instruction given by or on behalf of a Member (on receipt of a Payer Direction or to effect an Adjustment) to another Member through the CIP ("**CIP Payment Instruction**"), or
- (b) an instruction processed by a Payer Institution that is also the Biller Institution for the Biller indicated in that instruction ("**PI Payment Instruction**"),

to effect a Payment or an Adjustment through BPAY Payments.

Payment Methods means the methods specified in the Participating Biller's agreement with the Institution, which may be used by a Payer Customer to make a Payment through BPAY Payments.

Personal Information means information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion, which is received from any source as a consequence of the performance of rights or obligations under this agreement.

PI Error Correction means an Error Correction Instruction processed by a Payer Institution, which relates to a PI Payment Instruction processed by that Payer Institution.

PI Payment Instruction has the meaning given in the above definition of "Payment Instruction".

Prescribed Term has the meaning specified in clause 16.7.

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

Reversal means a transaction that:

- (a) is initiated by a Member or the CIP 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 Nominated Account of the Biller named in the Erroneous Payment Instruction, if the Erroneous Payment Instruction has been applied to that Nominated Account.

Settlement Date means the date being in the case of a Payer Direction given by a Payer to its Payer Institution:

- (a) before its applicable Payment Cut Off Time on a Banking Business Day, that day; or
- (b) after its applicable Payment Cut Off Time on a Banking Business Day, or on a non Banking Business Day, the next Banking Business Day.

Standards Manual means the BPAY Identity Standards Manual issued by BPAY prescribing the way in which the Marks may be represented, set out in Schedule 1 (as may be amended from time to time).

Summary Bill means a summary of an account owing to a Biller, a Non-Value Item, or a Non-Value Bill which is displayed to a Payer through BPAY View. A reference to a Summary Bill includes where applicable a Summary Only Bill.

Summary Only Bill means a Summary Bill in which a Biller does not include a link to a Detailed Bill.

30.2 Interpretation

In this agreement:

- (a) the word person includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency;
- (b) a reference to a particular person includes a reference to the person's employees, executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (c) the singular includes the plural and vice versa;
- (d) headings appear for convenience and do not affect interpretation;
- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (f) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (g) time is a reference to Sydney time;
- (h) a reference to amendment of any document includes removal, replacement, substitution and variation of that document or any part or provision of it and a reference to "amend" or to any other grammatical form of that word has a corresponding meaning;
- (i) a reference to a clause or schedule is a reference to a clause in or schedule to this agreement;

BPAY BILLER AGREEMENT

- (j) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (k) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually and an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (l) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (m) 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 to that example or examples of a similar kind.

30.3 The Schedules form part of this agreement.

BPAY LOGO

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



White background



Coloured background

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

LOGO COLOURWAYS

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

Cyan: 100%, Magenta: 83%,

Yellow: 0%, Black: 56%

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

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

BILL CONFIGURATIONS

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

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

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

IMPORTANT GUIDELINES FOR BILL CONFIGURATIONS

The Minimum Vertical Standard for the logo is 10 mm.

The Minimum Horizontal Standard for the logo is 8mm.

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

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

APPROVAL OF BILL LAYOUT

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

ALIGNING LOGO AND CUSTOMER REFERENCE BOX

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

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

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

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

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

Preferred paper and electronic Bill Configurations

A.



Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

B.



Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

BILL DESIGN AND THE CRN

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

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

The CRN must have a check digit calculation applied.

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

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

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

BILL CHANGES

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

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

LOGO IN REVERSE

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



BPAY® in Body Copy

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

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

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

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

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

Arial typeface to be used wherever possible.

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

The footnote to the trademark is:

® Registered to BPAY Pty Ltd
ABN 69 079 137 518

Correct:

BPAY®, BPAY®, BPAY, BPAY

Incorrect:

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

Use in Promotions

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

STAND ALONE LOGO IN BODY COPY

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

Sample

BPAY® the nationwide electronic bill payment service that has changed the way bills are paid. You can logon or call your bank, building society or credit union instead of dealing with many companies to pay bills. No more standing in queues or writing cheque after cheque. You have a choice of paying from savings, cheque or credit card accounts. When you see the logo you simply call your bank to make your payment. BPAY is the easier way to pay. Registered to BPAY Pty Ltd ABN 69 079 137 518



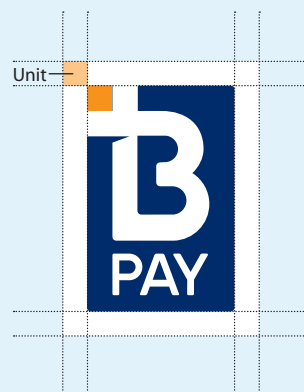
ISOLATION GUIDE

The isolation area denotes the space around the logo in which no other type or graphic elements can encroach. It does not refer to the background colour when the logo is reversed.

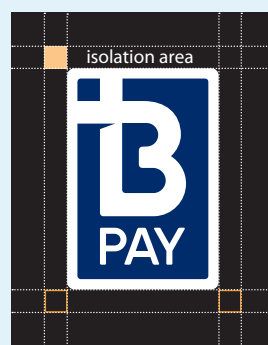
The 'box' in the upper left hand corner of the logo is equal to one unit. The isolation area for the logo is 1 units (as specified) around the entire logo.

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

White background



Dark Background



BPAY VIEW BILLERS

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

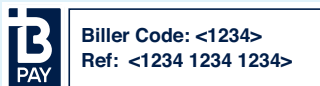
In addition to the standards set out above, BPAY View Billers are required to comply with the following:

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

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

PREFERRED PAPER AND ELECTRONIC BILL CONFIGURATIONS

A.



BPAY – this payment via Internet or phone banking.
 BPAY View® – View and pay this bill using internet banking.
 BPAY View Registration No: <text including location on bill>

B.



BPAY – this payment via Internet or phone banking.
 BPAY View® – View and pay this bill using internet banking.
 BPAY View Registration No: <text including location on bill>

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

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

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

Vertical logo format

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

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

Horizontal logo format

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

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

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

Approval of Bill Layout

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

BPAY View® in Body Copy

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

- > Variations to the word mark are prohibited.
- > BPAY View® must be used as one term and never be abbreviated or used in the plural.
- > BPAY is always upper case. No space between 'B' and 'PAY'.
- > In View, the 'V' is always upper case and 'iew' is always lower case.

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

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

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

Arial typeface is to be used wherever possible.

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

The footnote to the trademark is:

® Registered to BPAY Pty Ltd
 ABN 69 079 137 518

Correct:

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

Incorrect:

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

Use in Promotions

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



Billers name:

 ("You")

Billers Institution:

 ("we", "us")

Billers address:

Billers Institution address:

We are providing You with the Biller Integration Kit ("BIK") to allow You to participate in BPAY View. We are providing the BIK to You on the following terms and conditions:

Acknowledgement

You acknowledge that all information provided in the BIK is subject to change. You must make Your own assessment of all information included in the BIK and satisfy Yourself as to the accuracy, completeness and suitability of the information provided.

Disclaimer

To the extent permitted by law, neither BPAY nor any of its or our officers, employees, agents or related bodies corporate will be liable in any way (including for negligence) for any loss, damage, costs, charges or expenses, including those incurred in connection with advisers, suffered by You in relation to Your use of or reliance upon the BIK.

Exclusion of warranties

To the extent permitted by law, all warranties, conditions and representations about BPAY View including any technical solution described in the BIK are excluded by us. We do not make any warranties, conditions or representations about the accuracy, completeness or suitability of the BIK.

Accepted and agreed on behalf of [insert Participating Biller name]

Signature

Print Name

Title

Date (DD/MM/YYYY)

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