

## BPAY® PAYMENTS TERMS AND CONDITIONS

### 1. BPAY® Payments Terms and Conditions

- 1.1. These terms and conditions, together with the Account Terms, constitute the terms and conditions that apply to your use and access to **BPAY®** Payments (as defined below). The Account Terms are incorporated in their entirety into this document and the Account Terms, together with these terms and conditions, shall constitute the BPAY Payments Terms and Conditions.
- 1.2. To the extent there is any inconsistency between these terms and conditions and the Account Terms, these terms and conditions shall prevail.

#### **BY USING BPAY, YOU ARE TAKEN TO HAVE ACCEPTED THE BPAY TERMS AND CONDITIONS.**

- 1.3. JPMorgan is a member of the **BPAY®** Scheme, which is an electronic payments scheme through which we, as a member, can be asked to make payments on your behalf (a "**BPAY®** Payment") to participating organisations ("Billers") who accept **BPAY®** Payments. We will notify you if we cease to be a member of the **BPAY®** Scheme. For the purposes of the **BPAY®** Scheme, we may also be a Biller.
- 1.4. When you tell us to make a **BPAY®** Payment, you must give us the information specified in clause 3 below. We will then debit your account or the account you specify with the amount of that **BPAY®** Payment.

### 2. How to use the **BPAY®** Scheme

- 2.1. A **BPAY®** Payment can be made from any account you hold with JPMorgan provided that:
  - (a) the account is an Australian dollar account held with JPMorgan Chase Bank, N.A., Sydney branch;
  - (b) you have provided us with all information and documentation we require in order for us to make **BPAY®** Payments available to you;
  - (c) we have agreed to allow you to make **BPAY®** Payments from that account; and
  - (d) there are sufficient funds or there is sufficient credit available in the account to meet the value of the **BPAY®** Payment.

### 3. Information you must give us

- 3.1. To make a **BPAY®** Payment you must comply with the relevant security procedure(s) applicable to the type of payment, as set out in the applicable Account Terms (the "Security Procedure") and provide us with the following information:
  - (a) the Biller code;
  - (b) the relevant customer reference number;
  - (c) details of the account from which payment is to be made;
  - (d) the amount to be paid to the Biller; and
  - (e) the date on which payment is to be made to the Biller (including if it's a future date for payment).
- 3.2. We will not be obliged to effect a **BPAY®** Payment if we are not given all of the above information or if any of the information given to us is inaccurate.
- 3.3. We will treat your instruction to make a **BPAY®** Payment as valid and authorised if the Security Procedure is complied with and the information set out in section 3.1 above is provided.

### 4. Payments

- 4.1. You must be careful to ensure that you tell us the correct amount you wish to pay. We will not accept an instruction or order to stop, and a **BPAY®** Payment instruction cannot be revoked or stopped, once you have instructed us to make that **BPAY®** Payment.
- 4.2. If you instruct us to make a **BPAY®** Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another **BPAY®** Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.
- 4.3. If you instruct us to make a **BPAY®** Payment and you later discover that the amount you told us to pay was more than what you needed to pay, you must notify the Biller immediately.
- 4.4. You must notify us immediately if:
  - (a) you become aware of a **BPAY®** Payment from your account that you did not authorise;
  - (b) you become aware of any delays or mistakes in processing your **BPAY®** Payment; or
  - (c) you think that you have been fraudulently induced to make a **BPAY®** Payment .
- 4.5. The longer the delay between when you tell us of the error and the date of your **BPAY®** Payment, the more difficult it will become for us to perform an error correction.
- 4.6. Billers who participate in the **BPAY®** Scheme have agreed that a **BPAY®** Payment that you make will be treated as received by the Biller to whom it is directed:
  - (a) on the date you make that **BPAY®** Payment, if you tell us to make the **BPAY®** Payment before JPMorgan's payment cut-off time on a **BPAY®** Business Day; or

- (b) on the next **BPAY®** Business Day, if you tell us to make a **BPAY®** Payment after JPMorgan's payment cut-off time on a **BPAY®** Business Day, or on a non- **BPAY®** Business Day.
- 4.7. Notwithstanding clause 4.3 above, a delay may occur in processing a **BPAY®** Payment where:
  - (a) there is a public or bank holiday on the day after you instruct us to make a **BPAY®** Payment;
  - (b) you tell use to make a **BPAY®** Payment either on a day which is not a **BPAY®** Business Day or after the payment cut-off time on a **BPAY®** Business Day;
  - (c) another financial institution participating in the **BPAY®** Scheme does not comply with its obligations under the **BPAY®** Scheme; or
  - (d) a Biller fails to comply with its obligations under the **BPAY®** Scheme.
- 4.8. JPMorgan's payment cut-off time will be as notified to you from time to time.
- 4.9. While it is expected that any delay in processing a **BPAY®** Payment for any reason set out in clause 4.5 will not continue for more than one **BPAY®** Business Day, any such delay may continue for a longer period.
- 4.10. Where there is a delay in processing for any reason, we will not be liable to you for any loss you suffer as a result of that delay.
- 5. **When a Biller cannot process a payment**
  - 5.1. If we are advised that your **BPAY®** Payment cannot be processed by a Biller, we will:
    - (a) advise you of this; and
    - (b) credit your account with the amount of the **BPAY®** Payment once those amounts are received by us from the Biller's bank; and
    - (c) take all reasonable steps to assist you in making the **BPAY®** Payment.
- 6. **JPMorgan's liability**
  - 6.1. JPMorgan will not be liable to you for any loss or damage (including, for the avoidance of doubt, any indirect, special, consequential or punitive loss or damage) you suffer as a result of using the **BPAY®** Scheme.
  - 6.2. For the avoidance of doubt, the limitation of liability and indemnity provisions in the Account Terms shall apply in relation to all **BPAY®** Payments.
- 7. **Unauthorised transactions**
  - 7.1. You must immediately tell us if you did not authorise a **BPAY®** Payment that has been made from your account.
  - 7.2. If a **BPAY®** Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will initiate an investigation and credit your account with the amount of that unauthorised payment once we have received confirmation that the amount of that unauthorised payment can be recovered from the person who received it. If we are advised that only part of the amount of an unauthorised payment can be recovered from the person who received it, then we will only credit to you that amount.
  - 7.3. If part or all of the amount that we have credited to you in relation to an unauthorised payment is not recovered by us, then you are required to pay us the difference between the amount that we have recovered and the amount that we have credited you.
- 8. **Fraudulent payments**
  - 8.1. If a **BPAY®** Payment is induced by fraud, then JPMorgan will not be liable to you for any loss you suffer as a result of that fraud.
  - 8.2. If a **BPAY®** Payment is induced by the fraud of a person involved in the **BPAY®** Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the whole amount of the fraud-induced payment, you must bear the loss.
- 9. **Mistaken payments**
  - 9.1. If a **BPAY®** Payment is made to a person or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will initiate an investigation and credit that amount to your account once we have received confirmation that the amount of the mistaken payment can be recovered from the person who received it.
  - 9.2. If part or all of the amount that we have credited to you in relation to a mistaken payment is not recovered by us, then you are required to pay us the difference between the amount that we have recovered and the amount that we have credited you.
- 10. **Resolution principles**
  - 10.1. If a **BPAY®** Payment is an unauthorised transaction under clause 7 and is also a mistaken payment under clause 9 or a fraudulent payment under clause 8, then we will apply the principles stated in clause 7.
  - 10.2. If a **BPAY®** Payment is both a mistaken payment under clause 9 and a fraudulent payment under clause 8, then we will apply the principles stated in clause 8.

**11. Biller consent**

11.1. If you tell us that a **BPAY®** Payment made from your account is unauthorised, is incorrect or has been fraudulently induced, you must first give us your written consent, addressed to the Biller who received that **BPAY®** Payment, consenting to us obtaining from the Biller information about your account with that Biller or the **BPAY®** Payment, including your customer reference number and such information as we reasonably require to investigate the **BPAY®** Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that **BPAY®** Payment.

**12. No “chargebacks”**

12.1. No refunds will be provided through the **BPAY®** Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved directly with the Biller.

**13. Payment queries**

13.1. Queries in relation to any **BPAY®** Payment should be directed to your client service representative.

**14. Suspension**

14.1. We may suspend your right to participate in the **BPAY®** Scheme at any time. Where possible, we will give you advance notice of any suspension of your right to participate.

**15. Account records**

15.1. You must check your account records carefully and promptly report to us as soon as you become aware of any **BPAY®** Payments that you think are errors or are **BPAY®** Payments that you did not authorise or you think were made by someone else without your permission.

**16. Privacy**

16.1. If you make **BPAY®** Payments, you agree to our disclosing to Billers nominated by you and if necessary the entity operating the **BPAY®** Scheme (**BPAY®** Pty Ltd) or any other participant in the **BPAY®** Scheme and any agent appointed by any of them from time to time, including **BPAY®** Group Limited, that provides the electronic systems needed to implement the **BPAY®** Scheme:

- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the **BPAY®** Scheme; and
- (b) such of your transactional information as is necessary to process your **BPAY®** Payments.

16.2. Your **BPAY®** Payments information will be disclosed by **BPAY®** Pty Ltd, through its agent, to the Biller’s financial institution.

16.3. You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the **BPAY®** Scheme (including those referred to in clause 16.1 above), as necessary.

16.4. You can request access to your information held by us, **BPAY®** Pty Ltd or its agent, **BPAY®** Group Limited by contacting them on the following contact details, or by referring to the procedures set out in the privacy policy of the relevant entity:

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| <b>BPAY® Pty Ltd (ABN 69 079 137 518)</b><br>Level 9, 20 Berry Street<br>North Sydney<br>New South Wales<br>Australia<br><br>Phone: (02) 9922 3511 | <b>BPAY® Group Limited (ABN 60 003 311 644)</b><br>Level 9, 20 Berry Street<br>North Sydney<br>New South Wales<br>Australia<br><br>Phone: (02) 9922 3511 |
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16.5. Our privacy policy, along with the privacy policies of **BPAY®** Pty Ltd and **BPAY®** Group Limited, contain information about how you may complain about a breach of the Privacy Act 1988 (Cth), and the process by which your complaint will be handled.

16.6. If your personal information detailed above is not disclosed to **BPAY®** Pty Ltd, **BPAY®** Group Limited or their agents, it will not be possible to process your requested **BPAY®** Payment.

**17. Changes to terms**

17.1. We can change the **BPAY®** Terms and Conditions terms at any time at our discretion in accordance with the provisions relating to amendments contained in the Account Terms. The circumstances in which we may wish to change these terms include (but are not limited to): to comply with changes in the law, because of changes in the operation of **BPAY®**, because of changes in our systems or for security reasons.

## 18. Definitions

**Account Terms** means any terms and conditions which apply in relation to accounts held by you with us, including, but not limited to, any jurisdictional addendum, terms and conditions applicable to your use of J.P. Morgan ACCESS® or specific terms from time to time applicable to accounts held by you with us and services provided by us to you in relation to those accounts, as amended, modified or supplemented from time to time.

**Billor** has the meaning contained in clause 1.2.

**BPAY®** refers to a payment which you make or propose to make through the **BPAY®** Scheme to a Biller.

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

**BPAY® Payment** has the meaning contained in clause 1.2.

**BPAY® Scheme** is an electronic payments scheme through which We, as a member, can be asked to make payments on your behalf to Billers who are members of the BPAY Scheme.

**You** - the account holder instructing us to make BPAY Payments from time to time. Any other grammatical form of the word "you" has a corresponding meaning.

**We** or **JPMorgan** means JPMorgan Chase Bank, N.A., Sydney Branch. Any other grammatical form of the word "we" has a corresponding meaning.