

Part A - Introduction

1) Osko by BPAY[®]

Osko by BPAY is a near real time payments service built on the New Payments Platform which enables payments to a PayID or an eligible BSB and account number. When you make or receive an Osko payment the transaction will appear as Osko or you will see the Osko logo.

- a) We subscribe to Osko under the BPAY[®] Scheme.
- b) The Osko Payment Service we offer:
 - i) allows customers to make and receive payments in near real-time;
 - ii) is available to customers who satisfy the requirements for the Osko Payment Service as set out in these Customer Terms; and
 - iii) can be accessed through our Online Banking.
- c) These Customer Terms operate in conjunction with the terms and conditions applicable to the account(s) you hold with us. You should read the relevant terms and conditions for such account(s) together with these Customer Terms before using the Osko Payment Service.

2) How to use Osko

- a) You can use the Osko Payment Service to make payments from the following types of account:
 - i) Access;
 - ii) Ultimate Access;
 - iii) Ultimate Offset;
 - iv) Retirement Plus;
 - v) Credit Card;
 - vi) Business Access; and
 - vii) Business Optimiser.
- b) You must be logged in to our Online Banking to use the Osko Payment Service and you must follow the prompts to make an Osko Payment. You are taken to accept (and are bound by) these Customer Terms in respect of a payment using the Osko Payment Service when you request the payment to be made.
- c) You must comply with the terms and conditions applying to the account to which you request us to credit or debit an Osko Payment and the service you use to participate in Osko (i.e. Online Banking), to the extent that those account terms are not inconsistent with or expressly overridden by these Customer Terms. These Customer Terms are in addition to those terms.
- d) If there is any inconsistency between the terms and conditions applying to the relevant account and/or service and these Customer Terms, these Customer Terms will apply to the extent of that inconsistency.

3) Transaction limits

A daily transaction limit of \$5,000 will apply to payments you make using the Osko Payment Service. This limit applies in aggregate to payments you make from your accounts in a day.

You can ask us to adjust this daily transaction limit. We do not have to approve your request and if we do, we may change the limit back to the standard limit set out above at any time.

4) PayID

4.1 General

- a) You do not need a PayID to use the Osko Payment Service.
- b) PayID is the NPP Payment addressing service that enables a payer to make payments to a payee via the Osko Payment Service using an alternative identifier (a PayID) instead of the payee's account details.
- c) You can receive payments into your account using your PayID if you satisfy the requirements for using PayID as set out in these Customer Terms.
- d) You do not need to create a PayID to make payments using PayID. You (and each Authorised User) can make payments to a payee from your account by using a payee's PayID provided that:
 - i) we and the payee's financial institution support the Osko Payment Service;
 - ii) the payee's account is able to receive the particular payment; and
 - iii) the PayID has been created and is not Locked or Closed.
- e) To create a PayID to receive payments into your account, we must be reasonably satisfied that:
 - i) you either own or are authorised to use your chosen PayID; and
 - ii) the PayID is to be linked to an account approved by us.
- f) Each time you make a payment using a payee's PayID, you must input the correct PayID details and check the payee's PayID Name before sending an NPP Payment. Your rights in relation to the investigation and recovery of mistaken internet payments and unauthorised (including fraudulent) payments are set out in clause 6.

4.2 Choosing a PayID and PayID Name

- a) You may create a PayID as long as it is a PayID Type that we support. The PayID Types we support are an Australian mobile phone number, a valid e-mail address, an Australian Company Number (ACN), an Australian Business Number (ABN), an Australian Registered Scheme Number (ARSN), an Australian Registered Body Number (ARBN). We may update this list from time to time and we will notify you of any change that adversely impacts you as soon as reasonably practicable.
- b) Some PayID Types, for example ABN's, are restricted to business customers and organisations. Only eligible customers (e.g. business customers) will be able to create a PayID that is a restricted PayID Type.

- c) We must be reasonably satisfied that you own or are authorised to use your chosen PayID before you can use it to receive payments. This means we may ask you to provide evidence to establish this to our satisfaction, whether you are already registered for any other mobile or online banking or online payment services with us or not.
- d) Depending on the policy of a payer's financial institution, your PayID Name may be displayed to payers who send payments to you. At the same time you create your PayID, we will give you a PayID Name.

4.3 Creating your PayID

- a) You can create a PayID for receiving payments via Online Banking (note - business customers may be required to create and manage their PayID by contacting our Contact Centre on 13 13 86). We will not create a PayID for you without your prior consent.
- b) You must ensure that the PayID and account details are accurate and correct when completing all information we require to create your PayID. We will ensure that the PayID and account details you provide to us are accurately recorded in the PayID service.
- c) You may choose to create more than one PayID for your account.
- d) If your account is a joint account, you and each other joint account holder can create a unique PayID for the account.
- e) Once a PayID is created for your account, it may not be used in relation to any other account with us or with any other financial institution. See below for details on transferring PayIDs.
- f) The PayID service does not support duplicate PayIDs. If you try to create a PayID for your account which is identified to another PayID in the service, you will see a message that indicates that the PayID already exists. You can contact us to discuss duplicate PayIDs via our Contact Centre by calling 13 13 86. We cannot disclose details of any personal information in connection with duplicate PayIDs.

4.4 Transferring your PayID to another Account

- a) You can transfer your PayID (other than a Locked PayID) to another account with us, or to an account with another financial institution, by submitting a request to us via Online Banking (note - business customers may be required to create and manage their PayID by contacting our Contact Centre on 13 13 86).
- b) A change to your account with us that is linked to your PayID will generally be effective immediately after we confirm the transfer, unless we notify you otherwise.
- c) A transfer of your PayID to another financial institution is a two-step process initiated by you and completed by the other financial institution. You first need to ask us to initiate the PayID transfer (a transfer state) and then you will need to complete the transfer by contacting the other financial institution.

- d) Until the transfer is completed, payments made to your PayID will be directed to your account with us. If the other financial institution does not complete the transfer within fourteen (14) days, the transfer will be deemed to be ineffective and your PayID will remain with your account.
- e) You can request a transfer of your PayID at any time. A locked PayID cannot be transferred. Please see below for information on Locked PayIDs.

4.5 Transferring your PayID from another Financial Institution to your Account

To transfer a PayID that you created for an account with another financial institution to your account with us, you will need to ask the other financial institution to initiate the PayID transfer (a transfer state) and then you will need to create the PayID with us.

4.6 Closing a PayID

- a) You may request to close your PayID via Online Banking (note - business customers may be required to create and manage their PayID by contacting our Contact Centre on 13 13 86).
- b) You must notify us immediately if you no longer own or have authority to use your PayID.
- c) We may close your PayID on closure of, or where you are no longer the account holder, of your linked account.

4.7 Locking and Unlocking a PayID

- a) We monitor PayID usage to manage PayID misuse and fraud. You acknowledge and consent to us disabling your PayID (as a Locked PayID) if we reasonably suspect misuse of your PayID or use of your PayID to procure payments fraudulently.
- b) You may request to unlock a Locked PayID via Online Banking (note - business customers may be required to create and manage their PayID by contacting our Contact Centre on 13 13 86).
- c) You may also request us to lock your PayID via Online Banking (note - business customers may be required to create and manage their PayID by contacting our Contact Centre on 13 13 86).

4.8 Privacy

- a) By creating your PayID you acknowledge that:
 - i) you authorise us to record your PayID, PayID Name and account details (including full legal account name) (PayID Record) in the PayID service hosted by NPP Australia Limited;
 - ii) you authorise the payer's financial institution to use your PayID Record for the purposes of constructing payment messages, enabling payers to make payments to you, and to disclose your PayID Name to payers for payment validation;
 - iii) to the extent that the creation and use of the PayID Record constitutes a disclosure, storage and use of your personal information within the meaning of the Privacy Law, you acknowledge and agree that you consent to that disclosure, storage and use;

- iv) when you direct a payment to a PayID connected to a joint account, other account holders may be able to see the messages and notifications associated with the payment;
- v) depending on the settings you choose for your PayID, other account holders on your account may be able to see messages and notifications associated with payments to a joint account addressed to your PayID; and
- vi) in order to better provide services to you, we may retain certain information relating to PayIDs you use. For example we may retain information relating to PayIDs you provide us in order to facilitate scheduled payments. Clause 13 has more information on how we collect, use, handle and store Personal Information such as PayIDs.

Part B - Payment

5) Payment Instructions

- a) You must give us the information specified in clause 5(b) below when you instruct us to make a payment. Once we receive a valid payment instruction, we will then debit your specified account with the amount of that payment on the date requested.
- b) Subject to applicable laws, including where applicable the ePayments Code, we will treat your instruction to make a payment as valid:
 - i) if you provide us with the following information:
 - 1) the amount of the payment; and
 - 2) if you elect:
 - a) not to use PayID, the BSB and account number of the payee's account(s) to be credited with the amount of the payment; or
 - b) if you elect to use PayID, the payee's PayID; and
- c) when you give such information to us and you comply with the security procedures specified in clause 7.
- d) You should ensure that all information you provide in relation to a payment is correct as **we will not be able to cancel a payment once it has been processed.**
- e) You acknowledge that we are not obliged to effect a payment if any of the following applies:
 - i) you do not give us all of the information in clause 5(b) above;
 - ii) any of the information you give us is inaccurate or incomplete; or
 - iii) you do not have sufficient funds in your account from which the payment is being made to complete the payment.

6) Reporting mistaken internet payments and liability for unrecoverable funds

You elect to use the Osko Payment Service at your own risk. We are not liable for misdirected payments where your payment instructions have been followed. This clause does not limit any obligations under law.

For liability for unauthorised transactions, Part H of the Banking General Terms and Conditions will apply.

6.1 Reporting mistaken internet payments

- a) You should report mistaken payments to us as soon as possible after you become aware of them. You can report mistaken payments to us by calling our Contact Centre on 13 13 86 or at any branch.
- b) We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report.

6.2 Dealing with mistaken internet payments

- a) Mistaken internet payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment.
- b) We may be the sending institution, namely the financial institution whose customer made the payment or the receiving institution, namely the financial institution whose customer received the payment (this customer is the unintended recipient of the payment). We will be the sending institution where the payment is made from your account. We will be the receiving institution where the payment is made to your account.
- c) Where a financial institution other than us is the receiving or sending financial institution, we cannot guarantee that it will follow the processes in the ePayments Code. A financial institution is unlikely to follow these processes if it is not an authorised deposit-taking institution for the purposes of the Banking Act. We are not liable for any loss suffered if it does not follow those processes.
- d) Where the sending institution is not satisfied that a payment is a mistaken internet payment, it is not required to take any further action.
- e) Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a mistaken internet payment, you must give us, as soon as reasonably practicable and within the time we request, any information we reasonably require to enable us to determine whether the payment was a mistaken internet payment.

6.3 Where sufficient funds are available in the unintended recipient's account

- a) Where the sending institution is satisfied that the mistaken internet payment occurred and there are sufficient credit funds available in the account of the unintended recipient to the value of the mistaken internet payment, the process that will apply will depend upon when the report of the mistaken internet transaction is made -:
 - i) Where the report is made within 10 Business Days of the payment:
 - 1) If the receiving institution is satisfied that a mistaken internet payment has occurred, it will return the funds to the sending institution within 5 Business Days of the request or any reasonably longer period up to a maximum of 10 Business Days.

- ii) Where the report is made between 10 Business Days and 7 months of the payment:
 - 1) The receiving institution will investigate the payment and complete the investigation within 10 Business Days of receiving a request.
 - 2) If the receiving institution is satisfied that a mistaken internet payment has occurred, it will prevent the unintended recipient from withdrawing the funds for a further 10 Business Days and notify the unintended recipient that they will withdraw the funds if that recipient does not establish they are entitled to the funds within that 10 day period.
 - 3) If the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 Business Days of that period (during which time the recipient will be prevented from withdrawing the funds).
- iii) Where a report is made after 7 months of payment:
 - 1) If the receiving institution is satisfied a mistaken internet payment occurred, it must seek the consent of the unintended recipient to return the funds.
- b) In each case where the receiving institution is not satisfied that a mistaken internet payment has occurred, it may (but is not required to) seek consent of the unintended recipient to return the funds.
- c) Where the funds are returned to the sending institution, it will return the funds to the holder as soon as practicable.
- d) We will inform you of the outcome of the reported mistaken internet payment in writing within 30 Business Days of the day on which you reported the payment to us.

6.4 Where sufficient funds are not available

- a) Where both the sending and receiving institution are satisfied that a mistaken internet payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the receiving institution will use reasonable endeavours to recover the funds from the unintended recipient.
- b) We will inform you of the outcome of the reported mistaken internet payment in writing within 30 Business Days of the day on which you reported the payment to us.

6.5 Where you receive a mistaken internet payment

- a) Where:
 - i) both we and the sending institution are satisfied that a payment made to your account is a mistaken internet payment;
 - ii) sufficient credit funds are available in your account to the value of that payment;
 - iii) the mistaken internet payment is reported 7 months or less after the payment; and

- iv) for mistaken internet payments reported between 10 Business Days and 7 months of the payment, you do not establish that you are entitled to the payment within the relevant 10 Business Day period referred to in clause 6(h)(ii)(2),

we will, without your consent, deduct from your account an amount equal to that mistaken payment and send that amount to the financial institution of the payer in accordance with clause 6(h)(ii)(3) above.

- b) If there are insufficient funds in your account, you must co-operate with us to facilitate payment by you of an amount of the mistaken internet payment to the payer.
- c) We can prevent you from withdrawing funds the subject of a mistaken internet payment where we are required to do so to meet our obligations under the ePayments Code.

6.5 Liability for losses arising from internet payments

- a) Unlike normal bank transfers, payments made using Osko are received in real time. You must ensure that internet payment details are correct. You are solely responsible for providing correct payment details including amount and payee details.
- b) We will return to you any funds recovered by us on your behalf from an unintended recipient in respect of a mistaken internet payment but otherwise have no liability to you for any payment made in accordance with details provided by you including mistaken internet payments.

Part C - General

7) Security

The security requirements set out in our Banking Terms and Conditions apply to your use of the Osko Payment Service.

8) Fees and charges

Osko Payments are currently fee free.

9) Payment disputes and investigations

The dispute procedures set out in our Banking Terms and Conditions apply to your use of the Osko Payment Service. We will keep you informed of the progress of all disputes and investigations. However we may not notify you or keep you informed of certain investigations and disputes where we reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation or Osko more broadly.

10) Notifications

- a) Subject to clause 9:
 - i) we will confirm each payment instruction you give us at the time you make the payment; and
 - ii) where a payment fails, we will inform you by secure email within Online Banking (depending on the service you used to access the Osko Payment Service), by short-messaging service (SMS) to your mobile phone number recorded with us and if you have requested, by e-mail to the e-mail address recorded with us; and

- iii) on receipt of a payment into your account using the Osko Payment Service we will inform you by SMS to your mobile phone if you arrange such notification via our SMS notification service or if you have requested, by e-mail to the e-mail address recorded with us.
- b) You may also, at any time, access a record of transactions performed using the Osko Payment Service through your relevant account statement and transaction history.

11) Suspension and termination

11.1 Suspensions and terminations for your default

- a) We may suspend or terminate your use of the Osko Payment Service if:
 - i) we suspect that you, or someone acting on your behalf, is acting fraudulently;
 - ii) we suspect that you are using the service in a manner that will or is likely to affect our ability to continue providing the service to you or our other customers; or
 - iii) you breach any obligation under these Customer Terms.

If we suspend or terminate your use of the Osko Payment Service, we will give you notice as soon as reasonably practicable.

11.2 Other suspension or termination events

In addition to clause 11(a), we may immediately terminate and/or suspend your use of the Osko Payment Service by notifying you if our membership of the BPAY Scheme or our subscription to the Osko Payment Service is suspended, ceases or is cancelled (as the case may be) for any reason.

11.3 Consequences of termination

- a) Termination or suspension of your right to use the Osko Payment Service does not:
 - i) prejudice any claims either party may have against the other in respect of any then subsisting breaches of these Customer Terms; or
 - ii) otherwise affect the accrued rights or remedies of either party.

12) Changes to terms

- a) We may change these Customer Terms as described in clause 65 of the Banking General Terms and Conditions.
- b) Unless a change under paragraph a) is reasonably necessary to:
 - i) comply with any law;
 - ii) accommodate changes in the operation of the BPAY Scheme or the Osko Payment Service;
 - iii) accommodate changes in our operations or systems; or
 - iv) comply with BPAY's or our security policies and procedures,

you may terminate your use of the Osko Payment Service by giving us notice at any time before such change takes effect. Any such termination under this clause 12(b) will take effect on the day before the date notified by us that the change takes effect.

13) Privacy and confidentiality

13.1 General

- a) Your privacy is important to us. We only collect, use or store your Personal Information in accordance with the requirements of the Privacy Law and our Privacy Policy.
- b) You can request access to your information held by us by contacting us in accordance with the procedures set out in our Privacy Policy.
- c) Our Privacy Policy contains 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.

13.2 Disclosure to BPAY

- a) In order to provide you with services under the Osko Payment Service, we may need to disclose your Personal Information (including updates to such Personal Information notified to us under paragraph c) to BPAY and/or its service providers. If we do not disclose your Personal Information to BPAY or its service providers, we will not be able to provide you with the Osko Payment Service.
- b) Accordingly, you agree to our disclosing to BPAY, its service providers and such other participants involved in the Osko Payment Service such Personal Information relating to you as is necessary to facilitate the provision of the Osko Payment Service to you.
- c) You must notify us if you are aware of any changes to your Personal Information.

13.3 Disclosure to individuals and entities other than BPAY

- a) Information may be disclosed to individuals and entities other than BPAY about you, or transactions relating to the services provided under these Customer Terms, whenever allowed by law and also when necessary:
 - i) for completing a transaction;
 - ii) in order to verify the existence and status of any account;
 - iii) to utilise services of affiliates who assist in providing and managing our services;
 - iv) if you give us permission;
 - v) if you owe us money;
 - vi) to comply with our obligations under any applicable law;
 - vii) if there are legal proceedings in connection with the services we provide to you; or
 - viii) to protect against potential fraud and other crimes.

Part D - Liabilities, Disclaimers and Indemnities

14) Liabilities and disclaimers

- a) We are not liable:
 - i) if the Osko Payment Service malfunctions or is otherwise not operating;
 - ii) for any failure due to events outside our reasonable control;

- iii) for any indirect, special or consequential losses;
 - iv) for any dispute between you and any customer or other person;
 - v) for taking any action required by any government, federal or state law or regulation or court order; or
 - vi) for anything specifically excluded or limited elsewhere in these Customer Terms.
- b) If any consumer guarantees, warranties or conditions are implied because of Part 2 of the Australian Securities and Investments Commission Act 2001 or any similar law in connection with our use of Osko, then our liability for a breach of such a consumer guarantee, warranty or condition will in any event be limited to liability to:
- i) supply the services under these Customer Terms again; or
 - ii) the cost of having the services supplied again.
- c) We:
- i) do not make or give any express or implied warranty or representation in connection with the services described (including as to quality or standard of fitness for any purpose); and
 - ii) are not liable for any loss you suffer (including indirect or consequential loss) arising in connection with such services.
- d) All conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by applicable laws and regulations.
- e) Any failure or delay to enforce a term of these Customer Terms does not mean a waiver of them.

15) Indemnity for breach

You indemnify us for any loss or liability we may incur as a result of your breach of these Customer Terms.

Part E - Definitions

Authorised User means a person you have authorised to operate your account with us.

Banking General Terms and Conditions means Greater Bank's 'Banking General Terms and Conditions' (as supplemented, amended, updated or replaced from time to time) available on our website at greater.com.au/termsandconditions under the heading 'Deposit and Credit Accounts'.

Banking Terms and Conditions means Greater Bank's Banking Terms and Conditions, comprising the Banking General Terms and Conditions and the relevant product schedule for your account (both as supplemented, amended, updated or replaced from time to time), available on our website at greater.com.au/termsandconditions under the heading 'Deposit and Credit Accounts'.

BPAY means BPAY Pty Ltd (ABN 69 079 137 518), Level 1, 255 George Street, Sydney NSW 2000

BPAY Scheme means the scheme operated by BPAY which governs the way in which we provide Osko to you.

Business Day means any day which is not day a Saturday, Sunday or public holiday.

Closed in relation to a PayID, means a Pay ID which is removed from the PayID service, and unable to be used for NPP payments.

Locked in relation to a PayID, means a PayID which we have temporarily disabled in the PayID service.

Misdirected Payment means a payment erroneously credited to your account because of an error on our part in relation to the recording of PayID information in the PayID service.

Mistaken Payment means a payment, made by a payer who is a 'user' for the purposes of the ePayments Code, which is erroneously credited to your account because of the payer's error.

Online Banking has the meaning given in the Banking General Terms and Conditions.

Osko means the Osko payment service provided by BPAY.

Osko Payment Service means the service provided by BPAY that allows customers to make and receive payments in near real-time using OSKO.

PayID means:

- a) in respect of payments you receive, your chosen identifier (by PayID Type) that you choose to use to receive payments using the Osko Payment Service;
- b) in respect of payments you make, the payee's chosen identifier (by PayID Type) that the payee chooses to use to receive payments using the Osko Payment Service.

PayID Type means a piece of recognisable and memorable information that can be linked to a financial account to create a PayID. PayID Types include phone number, email address, Australian Business Numbers and other organisational identifications.

PayID Name means the name we give you to identify you to Payers.

Personal Information has the meaning given to that term under the Privacy Law.

Privacy Law means the *Privacy Act 1988* (Cth) and regulations made under the Act.

Privacy Policy means our Privacy and Credit Reporting Policy as amended from time to time and available at greater.com.au/help/legal/privacy-policy.

You and **your** means a person who, at the time a PayID service is provided, is an individual or a business organisation that is our customer (or prospective customer).

We, us and **our** means Newcastle Greater Mutual Group Ltd.

Notes