

Definitions

Account means your account with us.

Agreement means the agreement between you and us for us to provide you with Access to and use of the PayTo service as set out in these PayTo Customer Terms and Conditions.

Direct Debit has the meaning given to the term “Direct Debit Request” in the Bulk Electronic Clearing System (BECS) Procedures available at <https://www.auspaynet.com.au/resources/direct-entry>

Mandate Management Service means the central, secure database operated by NPP Australia Limited of Payment Agreements.

Migrated DDR Mandates has the meaning given in clause 1.21.

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

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

NPP Payments means electronic payments cleared and settled by participating financial institutions via the NPP.

Our Intellectual Property has the meaning given in clause 1.32.

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

Payment Initiator [means an approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your Account.]

PayTo means the service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a Payment Agreement you have established with a Merchant or Payment Initiator that subscribes to the service.

Transfer has the meaning given in clause 1.15.

Transfer ID means a unique identification number generated by the Mandate Management Service in connection with a request to Transfer one or more Payment Agreements.

we, us and our means Dnister Ukrainian Credit Co-operative Limited.

you and your means the Account holder whether that be an individual, a group of 2 or more individuals that are joint holders of the relevant Account, or a business organisation, that is our customer at the time that the Payment Agreement is established. NB: We do not currently offer PayTo services linked to accounts which require multiple signatory approvals or authorisations.

Creating a Payment Agreement

1.1 PayTo allows payers to establish and authorise Payment Agreements with Merchants or Payment Initiators who offer PayTo as a payment option.

1.2 If you elect to establish a Payment Agreement with a Merchant or Payment Initiator that offers the PayTo payment services, you will be required to provide that Merchant or Payment Initiator with your personal information including your BSB and Account number or your PayID. You are responsible for ensuring the correctness of the BSB and Account number or PayID you provide for the purpose of establishing a Payment Agreement. Any personal information or data you provide to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.

1.3 Payment Agreements must be recorded in the Mandate Management Service in order for NPP Payments to be processed in accordance with them. The Merchant or Payment Initiator is responsible for creating and submitting a record of each Payment Agreement to their financial institution or payments processor for inclusion in the Mandate Management Service. The Mandate Management Service will notify us of the creation of any Payment Agreement established using your Account or PayID details. We will deliver a notification of the creation of the Payment Agreement to you via email and provide details of the Merchant or Payment Initiator named in the Payment Agreement, the payment amount and payment frequency (if these are provided to seek your confirmation of the Payment Agreement. You may confirm or decline any Payment Agreement presented for your approval. If you confirm, we will record your confirmation against the record of the Payment Agreement in the Mandate Management Service and the Payment Agreement will then be deemed to be effective. If you decline, we will record your decline against the record of the Payment Agreement in the Mandate Management Service.

1.4 We will process payment instructions in connection with a Payment Agreement, received from the Merchant's or Payment Initiator's financial institution, only if you have confirmed the associated Payment Agreement. Payment instructions may be submitted to us for processing immediately after you have confirmed the Payment Agreement so you must take care to ensure the details of the Payment Agreement are correct before you confirm them. We will not be liable to you or any other person for loss suffered as a result of processing a payment instruction submitted under a Payment Agreement that you have confirmed.

1.5 If a Payment Agreement requires your confirmation within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator.

1.6 If you believe the payment amount or frequency or other detail presented is incorrect, you may decline the Payment Agreement and contact the Merchant or Payment Initiator and have them amend and resubmit the Payment Agreement creation request.

Amending a Payment Agreement

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

1.8 We will send you notification/s of proposed amendments to the payment terms of the Payment Agreement requested by the Merchant or Payment Initiator. Such amendments may include variation of the payment amount, where that is specified in the Payment Agreement as a fixed amount, or payment frequency. The Mandate Management Service will notify us of the amendment request. We will deliver a notification of the proposed amendment to you via email for your approval. You may confirm or decline any amendment request

presented for your approval. If you confirm, we will record the confirmation against the record of the Payment Agreement in the Mandate Management Service and the amendment will then be deemed to be effective. If you decline, the amendment will not be made. A declined amendment request will not otherwise affect the Payment Agreement.

1.9 Amendment requests which are not confirmed or declined within [5 calendar days] of being sent to you, will expire. If you do not authorise or decline the amendment request within this period of time, the amendment request will be deemed to be declined.

1.10 If you decline the amendment request because it does not reflect the updated terms of the agreement that you have with the Merchant or Payment Initiator, you may contact them and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the Merchant or Payment Initiator.

1.11 Once an amendment request has been confirmed by you, we will promptly update the Mandate Management Service with this information.

1.12 Once a Payment Agreement has been established, you may instruct us to amend your name or Account details in the Payment Agreement only. Account details may only be replaced with the BSB and account number or PayID of an account you hold with us. If you wish to amend the Account details to refer to an account with another financial institution, you may give us a transfer instruction (see clause 1.15). We may decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. You may not request us to amend the details of the Merchant or Payment Initiator, or another party.

Pausing your Payment Agreement

1.13 You may instruct us to pause and resume your Payment Agreement by email to admin@dnister.com.au or through secure mail in online banking. We will act on your instruction to pause or resume your Payment Agreement promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the pause or resumption. During the period the Payment Agreement is paused, we will not process payment instructions in connection with it. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator.

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

Transferring your Payment Agreement

1.15 You may elect to have payments under your Payment Agreement made from an account at another financial institution. You may do this by contacting us at admin@dnister.com.au and selecting "Transfer your Payment Agreement" when the porting service becomes available. We will provide you with a Transfer ID to provide to your new financial institution to enable them to complete the transfer.

1.16 Your new financial institution will be responsible for having you authorise the transfer of the Payment Agreement and also updating the Payment Agreement in the Mandate Management Service. The updated Payment Agreement will become effective upon being updated in the Mandate Management Service.

1.17 Until the Transfer is completed, the Payment Agreement will remain linked to your Account with us and payments under the Payment Agreement will continue to be made from your Account with us. If the other financial institution does not complete the transfer within 14 calendar days, the transfer will be deemed to be ineffective and payments under the Payment Agreement will continue to be made from your Account with us.

1.18 To Transfer a Payment Agreement that you have with another financial institution to us, you will need to obtain a Transfer ID from that institution and provide it to us by email to admin@dnister.com.au or through secure mail in online banking. Where you instruct us to process a transfer of a Payment Agreement from another financial institution to us, we will use reasonable endeavours to do so within 14 days. We do not guarantee that all Payment Agreements will be transferrable to us. If we are unable to complete a transfer, we will notify you and advise you of your options. The transfer of a Payment Agreement will become effective upon being updated in the Mandate Management Service by us.

Cancelling your Payment Agreement

1.19 You may instruct us to cancel a Payment Agreement on your behalf by email to admin@dnister.com.au or through secure mail in online banking. We will act on your instruction promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the cancellation. You will be liable for any loss that you suffer as a result of the cancellation of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator (for example, any termination notice periods that have not been adhered to), and any other costs you may incur arising from the cancellation (e.g. where a cancellation or break fee is payable under the terms of an agreement between you and the relevant Merchant or Payment Initiator).

1.20 Merchants and Payment Initiators may cancel Payment Agreements. We will not be notified (and will not notify you) if the Merchant or Payment Initiator cancels a Payment Agreement to which you are a party. We will not be liable to you or any other person for loss incurred as a result of cancellation of your Payment Agreement by the Merchant or Payment Initiator.

Migration of Direct Debit arrangements

1.21 Merchants and Payment Initiators who have existing Direct Debit arrangements with their customers, may establish Payment Agreements for these, as *Migrated DDR Mandates*, in order to process payments under those arrangements via the NPP rather than BECS. If you have an existing Direct Debit arrangement with a Merchant or Payment Initiator, you may be notified by them that future payments will be processed from your Account under PayTo. You are entitled to prior written notice of variation of your Direct Debit arrangement and changed processing arrangements, as specified in your Direct Debit Service Agreement, from the Merchant or Payment Initiator. If you do not consent to the variation of the Direct Debit arrangement you must advise the Merchant or Payment Initiator. We are not obliged to provide notice of a Migrated DDR Mandate to you for you to confirm or decline. We will process instructions received from a Merchant or Payment Initiator on the basis of a Migrated DDR Mandate.

1.22 You may amend, pause (and resume), cancel or transfer your Migrated DDR Mandates, or receive notice of amendment, pause or resumption, or cancellation initiated by the Merchant or Payment Initiator, in the manner described in clauses 1.7 to 1.20.

General

Your responsibilities

1.23 You must ensure that you carefully consider any Payment Agreement creation request, or amendment request made in respect of your Payment Agreement or Migrated DDR Mandates and promptly respond to such requests. We will not be liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a Payment Agreement or Migrated DDR Mandate.

1.24 You must notify us immediately if you no longer hold or have authority to operate the Account from which payments under a Payment Agreement or Migrated DDR Mandate have been /will be made.

1.25 You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason. We will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.

1.26 You are responsible for ensuring that you comply with the terms of any agreement that you have with a Merchant or Payment Initiator, including any termination notice periods. You acknowledge that you are responsible for any loss that you suffer in connection with the cancellation or pausing of a Payment Agreement or Migrated DDR Mandate by you which is in breach of any agreement that you have with that Merchant or Payment Initiator.

1.27 You are responsible for ensuring that you have sufficient funds in your Account to meet the requirements of all your Payment Agreements and Migrated DDR Mandates. Subject to any applicable laws and binding industry codes, we will not be responsible for any loss that you suffer as a result of your Account having insufficient funds. Our general customer terms and conditions contained in our PDS, which is available at www.dnister.com.au, will apply in relation to circumstances where there are insufficient funds in your Account.

1.28 If you receive a Payment Agreement creation request or become aware of payments being processed from your Account that you are not expecting or experience any other activity that appears suspicious or erroneous, please report such activity to us via email to admin@dnister.com.au or through secure mail in online banking.

1.29 From time to time you may receive a notification from us via email requiring you to confirm that all of your Payment Agreements and Migrated DDR Mandates are accurate and up to date. You must promptly respond to any such notification. Failure to respond may result in us pausing the Payment Agreement/s or Migrated DDR Mandate/s.

1.30 PayTo is not initially available in the Dnister smartphone banking app. If it becomes available in future, we recommend you allow notifications from the Dnister banking app to your smartphone to ensure that you're able to receive and respond to Payment Agreement creation requests, amendment requests and other notifications in a timely way.

1.31 Use of the facilities that we provide to you in connection with establishing and managing your Payment Agreements and Migrated DDR Mandates must comply with our acceptable use requirements contained in our

PDS or any Acceptable Use Policy, both as implemented or amended from time to time. You are responsible for ensuring that:

- (a) all data you provide to us or to any Merchant or Payment Initiator that subscribes to PayTo is accurate and up to date;
- (b) you do not use PayTo to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person; and
- (c) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person.

1.32 All intellectual property, including but not limited to the PayTo trade marks and all documentation, remains our property, or that of our licensors (**Our Intellectual Property**). We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the Term to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with the terms of this Agreement within Australia.

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

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

1.34 We or you may terminate this Agreement immediately by written notice via email to admin@dnister.com.au or through secure mail in online banking if you are in breach of this Agreement or any other obligations owed to us. You may terminate this Agreement immediately by written notice via email to admin@dnister.com.au or through secure mail in online banking.

1.35 We may amend this Agreement from time to time by written notice to you via email or through secure mail in online banking. If you do not accept our amendments, you may terminate this Agreement.

1.36 You must comply with all applicable laws in connection with your use of PayTo.

1.37 Your instructions in relation to a Payment Agreement must be provided in accordance with the account operating instructions for the account that is, or is intended to be, linked to the Payment Agreement. This includes instructions to confirm or decline a Payment Agreement or the merchant's or Payment Initiator's amendments to a Payment Agreement, or to amend, pause, resume, cancel or transfer a Payment Agreement. We do not currently offer PayTo services linked to accounts which require multiple signatory approvals or authorisations.

Our responsibilities

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

1.39 We may monitor your Payment Agreements or Migrated DDR Mandates for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreement or Migrated DDR Mandates if we reasonably suspect misuse, fraud or security issues. We will promptly notify you promptly of any such action.

1.40 If you become aware of a payment being made from your Account, that is not permitted under the terms of your Payment Agreement or Migrated DDR Mandate or that was not authorised by you, please contact us as soon as possible via email to admin@dnister.com.au or through secure mail in online banking] and submit a claim. We will respond to all claims within three business days and if the claim is founded, we will refund your funds into your account. We will not be liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement or Migrated DDR Mandate.

1.41 We may impose daily, or other periodic, limits on the value of payments that can be made using PayTo. These limits are set out in our website at www.dnister.com.au/products "Withdrawal and daily transaction limits" of the Terms and Conditions for Products and Services. We may reject any payment instructions from a Merchant or Payment Initiator that will cause you to exceed any such limit. We are not liable for any loss that you or any other person may suffer as a result of us rejecting a payment instruction under this clause.

1.42 If your Payment Agreement is linked to a PayID:

(a) transferring your PayID to another account (whether with us or another financial institution) will not automatically transfer the Payment Agreement to that account, and payments under the linked Payment Agreement will fail (subject to clause 1.21) above; and

(b) closing your PayID will cause payments under the linked Payment Agreement to fail (subject to clause 1.21 above).

1.43 To ensure payments under a linked Payment Agreement continue after transferring or closing the PayID you will also need to either link the Payment Agreement to an account with us (see clause 1.7 "Amending a Payment Agreement") or, when available, transfer the Payment Agreement to another financial institution (see clause 1.15 "Transferring your Payment Agreement").

Privacy

1.44 By confirming a Payment Agreement and / or permitting the creation of a Migrated DDR Mandate against your account with us, you acknowledge that you authorise us to collect, use and store your personal banking and / or PayID details and the details of your Payment Agreement/s and Migrated DDR Mandates in the Mandate Management Service, and that these details may be disclosed to the financial institution or payment processor for the Merchant or Payment Initiator, for the purposes of creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your Account.