

Osko, PayID and PayTo Customer Terms

Effective 8 April 2025

About these Customer Terms

These Customer Terms (Terms) set out the terms and conditions applicable to your use of the Osko®, PayID® and PayTo® payments services. ®Osko and BPAY are registered to BPAY Pty Ltd ABN 69 079 137 518. PayID and PayTo are registered trademarks of NPP Australia Limited.

These Terms should be read in conjunction with any other terms and conditions applicable to your account. If there is any inconsistency between those terms and conditions and these Customer Terms, these Customer Terms will apply to the extent of that inconsistency, unless these Customer Terms expressly state that they should be read subject to those terms and conditions.

These Terms are issued by:

Newcastle Permanent, part of Newcastle Greater Mutual Group Ltd ACN 087 651 992
Australian Financial Services Licence/Australian credit licence 238273

This document is correct as at the date stated. We may change any of the information contained in this document in accordance with the “Changes to these Terms” clause included in this document.

While we strive to get things right, sometimes we can get things wrong. If you think this has happened, please let us know so we can make things right.

How to contact us

You can contact us using any of the following methods:

Internet Banking/mobile app: log on and send us a secure message

Phone: 13 19 87. From overseas +61 2 4907 6501

Post: PO Box 5001 HRMC NSW 2310

In person: to locate your nearest branch visit newcastlepermanent.com.au/locate-us

Email: enquiries@newcastlepermanent.com.au

Or visit the website: newcastlepermanent.com.au/contact-us

You can also find out general information about our products and services by visiting our website at newcastlepermanent.com.au

Part A – Osko Payments

1. About Osko

- a. We subscribe to Osko under the BPAY® Scheme. Osko is a service that allows you to send and receive payments in near real time with close to immediate availability of funds 24 hours a day using the New Payments Platform (NPP) infrastructure. To use the Osko payment service, logon to our internet banking service at newcastlepermanent.com.au
- b. The Osko service we provide allows you to make and receive payments with individuals and organisations. The service also enables you to set up future dated and recurring payments. Currently, the Osko payment service is only available to make and receive payments within Australia.
- c. You and each person you authorise to operate your account can use Osko to **make** payments if:
 - i. you are registered and have full access to our internet banking service;
 - ii. Osko is available on your account. Refer to the Product Schedule (for personal accounts) or the Business Accounts Schedule (for business accounts) for your account to determine if Osko is available;
 - iii. the recipient's PayID is not locked (where you are making a payment using their PayID); and
 - iv. we and the recipient's financial institution both support Osko payments.
- d. You will be able to **receive** Osko payments if:
 - i. Osko is available on your account. Refer to the Product Schedule (for personal accounts) or the Business Accounts Schedule (for business accounts) for your account to determine if Osko is available;
 - ii. your PayID is not locked (where the payer is making a payment using your PayID); and
 - iii. we and the financial institution of the person who wishes to make a payment to you both support Osko payments.

2. Osko payment directions

- a. To make a payment using the Osko payment service, you must direct us to make a payment on your behalf. You can give us a direction through internet banking or mobile banking.
- b. A payment direction can be given by you, a joint account holder or an authorised user on your account. We will debit your account with the amount of that Osko payment on the date requested.

- c. We require the following information from you to make an Osko payment from your account:
 - i. the amount of the payment;
 - ii. either the recipient's PayID or their BSB and account number; and
 - iii. a transaction description of up to 280 characters that will appear on the recipient's transaction record.
- d. We are not obliged to effect an Osko payment if:
 - i. you do not give us all of the above information or if any of the information is inaccurate;
 - ii. we reasonably consider the Osko payment may be fraudulent or may result in a person breaching applicable laws;
 - iii. the payment description contains defamatory, offensive, abusive, indecent or harassing material; or
 - iv. it may pose a risk to our systems or integrity, or the systems or integrity of the NPP or the Osko payment service.
- e. You should ensure that all information you provide in relation to an Osko payment is correct as we will not be able to cancel an Osko payment once you have given us a direction.

3. Receiving Osko payments

- a. Provided your account is eligible to receive Osko payments (see clause 1(d)), payers may make payments to your account using Osko.

4. Suspension and cancellation

- a. We may acting reasonably cancel, suspend or limit your access to the Osko payment service at any time without prior notice to you if we consider it necessary to protect you or us, if we are no longer able to offer the Osko payment service or you are no longer obliged to use Osko payment service.
- b. Without limiting the circumstances in which we may cancel or suspend your access to Osko, we may cancel or suspend your access to Osko if:
 - i. we believe your member number or codes (including your PayID) are being used, or will be used, in a way that will cause loss to you or us;
 - ii. you or any authorised user breach any of the terms and conditions;
 - iii. its use may cause loss to you or us;
 - iv. we reasonably believe you induced us to provide you with access to Osko by fraud;
 - v. your account is closed;
 - vi. we are required to do so by law or court order;
 - vii. any user is suspected of being involved in fraudulent activity in dealing with us;
 - viii. we deem your use is inappropriate or we have reasonable grounds to suspect that your use is in breach of laws;
 - ix. our membership to the BPAY Scheme or our subscription to Osko is suspended, ceases or is cancelled for any reason; or
 - x. you no longer have access to our internet banking service under the terms and conditions applicable to your account.
- c. If we cancel or suspend your access to Osko in accordance with the above clauses we will notify you as soon as practicable afterwards. If following cancellation or suspension you want to continue to use Osko you may request to have it reinstated (if Osko is still available) by contacting us.
- d. If we cancel or suspend your access to Osko, we may refuse any directions you provide us to make an Osko payment without giving any reason or advance notice to you.
- e. You are responsible for cancelling any future dated or recurring transactions that are linked to Osko when your access to Osko is cancelled.
- f. If our membership to the BPAY Scheme or our subscription to Osko is suspended, ceases or is cancelled for any reason you will no longer be able to direct us to make payments using Osko or be able to receive payments using Osko to your account with us.

Part B – PayID

5. PayID

5.1 Making and Receiving Osko payments using PayID

- a. The PayID service is a payment addressing service managed by the NPP that enables you to make and receive NPP payments using an alternative identifier (e.g. a mobile number or email address) instead of a BSB and account number (this alternative identifier is your PayID).
- b. The creation of a PayID is optional and you do not need to have a PayID to receive payments through Osko. If you do not have a PayID, a person making a payment to you can use your BSB and account number instead.

- c. Before you can create your PayID for your account with us, you must satisfy us that you either own or are authorised to use your chosen PayID and nominate an eligible account. We will provide you with a selection of eligible accounts.
- d. Whether you choose to create a PayID for your account or not, you may use a payee's PayID to transfer money to the payee from your account provided that:
 - i. we and the payee's financial institution support the NPP payment service;
 - ii. the payee's account can receive the NPP payment; and
 - iii. the PayID is not locked.

5.2 Creating your PayID

- a. You can create a unique PayID through internet banking or mobile banking. We will not create a PayID for you without your prior consent. We will ensure that your PayID and account details are accurately recorded in the PayID service.
- b. Any persons you have authorised to operate your account may also create a unique PayID for your account.
- c. When you register for the PayID service we will allocate you a shorthand name called a "PayID Name" that reflects your account name and will be used to identify you as the sender and recipient of Osko payments. Depending on the policy of the sender's financial institution, your PayID Name may be displayed to the sender of an Osko payment to you.
- d. You may choose to have one or more PayIDs for your account. You may, for example, use two different mobile telephone numbers as PayIDs for receiving Osko payments to your account or a mobile and an email address.
- e. Once a PayID is created and associated with an account, it may not be used in relation to any other account with us or with any other financial institution.
- f. You can review the full list of PayID Types we will allow you to use in connection with your account at newcastlepermanent.com.au/osko. We may update this list from time to time.
- g. You may create a PayID as long as you are eligible to use that PayID Type. For example, if we allow organisation identifiers (such as ABNs) they will be restricted to business customers only.
- h. You must confirm to us that you own or have the right to use your chosen PayID before you can use it. We may ask you to provide evidence to establish your ownership or right to use a PayID to our satisfaction.
- i. The PayID service does not support duplicate PayIDs. If you try to create a PayID for your account which is identical to another PayID, you will see an error message.
- j. We may refuse to create a PayID for use by an organisation to make or receive Osko payments if it is not representative of the organisation, it is misleading or does not contain the information we ask you to provide on registration. You may still receive Osko payments from an organisation using an organisation identifier even if we do not permit organisations to create a PayID using an organisation identifier.

5.3 Changes to your PayID

- a. You must promptly notify us of any change to your details, including ceasing to own or being authorised to use a PayID.
- b. You may change or update a PayID linked to your account with us through internet banking or mobile banking.

5.4 Transferring the PayID on your account with us to another account

- a. You can transfer a PayID on your account with us to another account with us or to an account with another financial institution by making a request through our internet banking service at newcastlepermanent.com.au.
- b. You can transfer your PayID at any time unless the PayID is:
 - i. Closed (see clause 5.6);
 - ii. Locked (see clause 5.7); or
 - iii. There are active PayTo Payment Agreements on the account, set up using the PayID. You should first amend the relevant Payment Agreement/s (see clause 7).
- c. We will endeavour to transfer a PayID within one business day of receiving your request unless we otherwise agree. We may require you to use an additional authentication process when you instruct us to transfer a PayID on your account (for example to verify your identity).
- d. A transfer of a PayID to another financial institution is initiated by us but completed by that institution. Until the transfer is completed, Osko payments to your PayID will be directed to the account it is registered to. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain with your original account.

5.5 Transferring your PayID from another financial institution to an account with us

- a. You can transfer your PayID on an account with another financial institution to your account with us at any time. To transfer a PayID that you created for an account with another financial institution to an account with us, you will need to start the process with that financial institution.

5.6 Closing a PayID

- a. You can close a PayID by making a request through internet banking or mobile banking unless there are active PayTo Payment Agreements on the account, set up using the PayID. You should first amend the relevant Payment Agreement(s). We will close a PayID within one business day of receiving your request.
- b. You must notify us immediately if you no longer own or have authority to use a PayID.
- c. We may also close a PayID at any time if we reasonably determine this is necessary, including if:
 - i. we reasonably suspect the PayID has been used for a fraudulent purpose;
 - ii. we have evidence that you no longer have the right to use a PayID;
 - iii. we close your account and you do not open another account with us; or
 - iv. your PayID has been inactive for a significant length of time.
- d. If we close your PayID you will not be able to use it to receive Osko payments.

5.7 Locking and Unlocking a PayID

- a. You agree that we may lock your PayID if we reasonably suspect that your PayID is being misused or used fraudulently. Requests to unlock a locked PayID may be made through our internet banking service at newcastlepermanent.com.au
- b. While your PayID is locked, you will not be able to receive Osko payments, transfer your PayID or make any changes to your PayID.

5.8 Joint accounts

- a. If you have a joint account, you and each other joint account holder can each create a unique PayID for that account.
- b. If joint account holders have unique PayIDs, each joint account holder will, depending on the PayID settings, be able to see the messages and notifications associated with all Osko payments on the joint account (and not just those made by the joint account holder with that PayID).

5.9 Privacy

- a. By creating your PayID, you acknowledge that you authorise:
 - i. Registration of your PayID with the PayID service hosted by NPP Australia Limited (NPP Australia);
 - ii. us to record your PayID, PayID Name and Account details (including full legal account name) in the PayID service; and
 - iii. your PayID Name to be displayed with your PayID, to help payers to identify who they are paying, where your PayID is entered as the address for an intended payment (for example, if your mobile number is your PayID, any person may see your PayID Name where they enter your mobile number in the payee address field of their internet banking); and
 - iv. us sharing your PayID information with the PayID service for other parties, including NPP Australia, BPAY Pty Limited, Reserve Bank of Australia, PayID service participants or financial institutions and related service providers.
- b. 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. The information may also be used for reasonable secondary purposes (such as tracing and investigations).

Part C - PayTo

This Part C applies to the use of PayTo where PayTo is available with your account.

PayTo is a digital alternative to direct debits that allows payers to set up 'Payment Agreements' with businesses or merchants who offer PayTo as a payment option. This can make it easier to manage bills, memberships and other expenses.

You must have provided us with a valid email address to be eligible for PayTo. For more details on PayTo and eligible accounts, see newcastlepermanent.com.au/payto.

6. Creating a Payment Agreement

- a. You may establish and authorise Payment Agreements with merchants or Payment Initiators who offer PayTo as a payment option, for an eligible account (as determined reasonably by us from time to time).
- b. To create a Payment Agreement for an eligible account:

Step 1: You will be required to provide the merchant or Payment Initiator with your personal information, including the BSB and account number or PayID, of the eligible account. You are responsible for ensuring these details are correct.

Step 2: The merchant or Payment Initiator will create and submit a record of the Payment Agreement to their financial institution or payments processor to record in the Mandate Management Service.

Step 3: Once the Mandate Management Service notifies us that a Payment Agreement has been created using your account or PayID details, we will notify you via email or push notification and ask you to authorise the Payment Agreement by providing you with details of the merchant or Payment Initiator, payment amounts and payment frequency (where provided in the Payment Agreement).

Step 4: You may authorise or decline any Payment Agreement in Internet Banking, mobile banking or by calling us.

– If you authorise it, we will record your authorisation against the record of the Payment Agreement in the Mandate Management Service and the Payment Agreement will become effective.

– If you decline it, we will note that against the record of the Payment Agreement in the Mandate Management Service.

Please ensure that the details of a Payment Agreement are correct before you authorise it, as we will not be liable for losses incurred in relation to a Payment Agreement that you have authorised. If you believe that any details presented in the Payment Agreement are incorrect, you should decline the Payment Agreement and contact the merchant or Payment Initiator to correct the details.

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 (generally 5 calendar days), the Payment Agreement may be withdrawn by the merchant or Payment Initiator.

Step 5: Once a Payment Agreement has been authorised by you, we will process payment instructions received in connection with a Payment Agreement.

You can view and manage your Payment Agreements in Internet Banking or mobile banking.

7. Amending a Payment Agreement

- a. Your Payment Agreement may be amended by the merchant or Payment Initiator from time to time, or by us on your instruction.
- b. You can instruct us to amend the bank account associated with the Payment Agreement to another eligible Newcastle Permanent account via Internet Banking or mobile banking. We may decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. It is not possible to transfer a Payment Agreement from one financial institution to another and we cannot amend the details of the merchant or Payment Initiator, or another party.
- c. If a merchant or Payment Initiator requests to amend an existing Payment Agreement, we will notify you via email or push notification and ask you to authorise or decline the amendment request.
 - If you authorise the change, we will promptly record the authorisation against the record of the Payment Agreement in the Mandate Management Service and the amendment will become effective.
 - If you decline the change, the amendment will not be made. A declined amendment request will not otherwise affect the Payment Agreement.
- d. If you decline the amendment request because of incorrect details, you should contact the merchant or Payment Initiator so they can resubmit the amendment request with the correct details. We are not able to vary the details in an amendment request submitted by the merchant or Payment Initiator.
- e. If you do not authorise or decline the amendment within the timeframe stipulated by the merchant or Payment Initiator (generally 5 calendar days) or if the amendment is withdrawn by the merchant or Payment Initiator, the amendment request will expire and will be deemed to be declined.

8. Pausing a Payment Agreement

- a. You may instruct us to pause or resume your Payment Agreement in Internet Banking or mobile banking. We will promptly act on your instruction 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.
- b. Merchants and Payment Initiators may pause and resume their Payment Agreements and if this happens, we will notify you via email.
- c. During the period a Payment Agreement is paused, we will not process payment instructions in connection with it. We will not be liable for any losses suffered as a result of the pausing of a Payment Agreement.
- d. If you authorise an amendment to a paused Payment Agreement, this will not resume the Payment Agreement.

9. Cancelling a Payment Agreement

- a. You may instruct us to cancel your Payment Agreement in Internet Banking or mobile banking. We will promptly act on your instruction 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.
- b. Merchants and Payment Initiators may cancel their Payment Agreements and if this happens, we will notify you via email.
- c. We will not be liable for any losses suffered as a result of the cancellation of a Payment Agreement, including where this results in a breach of the terms of an agreement between you and the relevant merchant or Payment Initiator.

10. Migration of direct debit arrangements

- a. Where you have an existing direct debit arrangement with a merchant or Payment Initiator, they may choose to switch this arrangement to a Payment Agreement to process future payments, as a Migrated DDR Mandate. You will receive notice from the merchant or Payment Initiator, and if you do not consent, you should advise them.
- b. We will notify you when we process any payment instructions received under a Migrated DDR Mandate, however we will not seek your consent for a Migrated DDR Mandate. A migrated DDR Mandate can be amended, paused, resumed or cancelled like any Payment Agreement.

11. PayTo for joint accounts and authorised users

- a. PayTo Payment Agreements created on joint accounts where signatures of multiple or all joint account holders are required to operate the account, cannot be managed online. For these types of accounts, you must contact us to create and manage a Payment Agreement, in line with the account operating authority.
- b. Where the account only requires one signature to operate, any joint account owner or authorised user can create, authorise, decline, pause, resume or cancel a Payment Agreement on an eligible account, without further approval from any other account holder.
- c. Changes to the account operating authority will not impact any existing Payment Agreements, which will continue in accordance with their terms. Where the account operating authority changes so that account is operated on the signatures of more than one account holder, account holders will be able to view Payment Agreements in Internet Banking or mobile banking, and can contact us to manage a Payment Agreement.

12. Your responsibilities

- a. You must carefully consider any Payment Agreement creation request or amendment request and promptly respond. 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, except to the extent that loss is caused by our fraud, negligence or wilful misconduct of our officers, employees or agents.
- b. You must notify us promptly if you no longer hold or have authority to operate the account from which a payment under a Payment Agreement or Migrated DDR Mandate has been or will be made.
- c. 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.
- d. You are responsible for ensuring 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.
- e. Where there are insufficient funds in your account to meet a payment instruction received in connection with a Payment Agreement, the merchant's or Payment Initiator's financial institution or payment processor may reattempt to provide the payment instruction multiple times within a 24 hour period.
- f. You are responsible for ensuring 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 industry codes, we will not be responsible for any loss that you suffer as a result of your account having insufficient funds.
- g. You must ensure all information you provide to us or to any merchant or Payment Initiator is accurate and up to date.
- h. You must not use PayTo to send defamatory, offensive, abusive, indecent or harassing material to a merchant, Payment Initiator or any other person.
- i. You must keep any passwords, codes, or PINs needed to access the facilities confidential and not disclose them to any other person.
- j. You must comply with all applicable laws in connection with your use of PayTo.

- k. If you receive a Payment Agreement creation request or become aware of payments being processed from your account that you are not expecting or identify any other activity that appears suspicious or erroneous, you must report such activity to us as soon as possible.
- l. You must promptly respond to any notification you may receive from us requiring you to confirm that all of your Payment Agreements and Migrated DDR Mandates are accurate and up to date. Failure to respond may result in us pausing the Payment Agreement(s) or Migrated DDR Mandate(s).
- m. You should regularly check your Internet Banking or mobile banking for requests in relation to PayTo Agreements. Where we offer notifications in relation to your PayTo Agreements, you must have registered your contact details for the purposes of receiving notifications from us, including a valid email address, and tell us about any changes to your contact details. We may provide notifications through push notifications on your mobile device, where you have enabled notifications.

13. Our responsibilities

- a. 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.
- b. In addition to any other rights we may have to refuse a service, acting reasonably, we may monitor your Payment Agreements or Migrated DDR Mandate for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements or Migrated DDR Mandate if we reasonably suspect misuse, fraud or security issues. We will promptly notify you of any such action to pause or cancel your Payment Agreement via Internet Banking, mobile banking or email.
- c. 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. We will aim to respond to all reports within 5 business days and if the claim is founded, we will return the funds to your account as soon as practicable. We will not be liable to you for any payment made that was authorised by the terms of your Payment Agreement or Migrated DDR Mandate. If you have any complaints about goods or services purchased using a PayTo Payment Agreement you must resolve the complaint directly with the merchant or Payment Initiator.
- d. We warrant that we will comply with the requirements of the ePayments Code if those requirements apply to your dealings with us. This clause does not apply to a business account.

14. Suspension and termination

- a. We may acting reasonably, cancel, suspend or limit your access to the PayTo service at any time in accordance our Account Access Terms and Conditions (for personal accounts) or our Terms and Conditions for Business Accounts (for business accounts).
- b. You may terminate your use of PayTo by cancelling each individual Payment Agreement in line with clause 9, or by closing your account.

15. Privacy

See clause 26 for more information on privacy.

- a. The following personal information will be used (among other information) for the purpose of creating payment instructions and messages and enabling payments from your account:
 - Your name and account details;
 - Details of your Payment Agreements and Migrated DDR Mandates in the Mandate Management Service;
 - Other personal information (including sensitive personal information, such as health information).
- b. These details will be recorded in the Mandate Management Service and may also be disclosed to the financial institution or payment processor for the merchant or Payment Initiator.
- c. Details of any Payment Agreements can also be viewed by any joint account holders or authorised users on your account.

16. Payment limits

See clause 19 for more information on payment limits.

- a. We have set payment limits on the authorisation of PayTo Payment Agreements. There is no payment limit applicable on Migrated DDR Mandates.
- b. These limits are cumulative across all Payment Agreement authorisations across all your accounts and based on authorisation date.
- c. If you attempt to authorise a PayTo Payment Agreement that exceeds the specified limits, authorisation will fail.

17. Security of information

For details about the security requirements which apply to your account and these payment services, please see ‘**Securing your payment facilities**’ in our Account Access Terms and Conditions (for personal accounts) or our Terms and Conditions for Business Accounts (for business accounts), which are available on our website newcastlepermanent.com.au/terms-and-conditions.

18. Fees and charges

If there is a fee for using these payment services this will be described in the applicable Product Schedule (for personal accounts) or the Business Accounts Schedule (for business accounts) relating to your account.

19. Payment limits

- a. Daily limits apply to the transactions you make on your account. Our current default limits are available at newcastlepermanent.com.au/daily-limits or by contacting us. Those limits may be reduced or increased on request by you (subject to any maximum limits or restrictions noted on the Payment Limits webpage). If you reset your daily limit above our default limits, this may increase any potential liability for unauthorised transactions or fraud.
- b. You can ask us to increase or reduce those daily limits, subject to the Product Schedule applicable to your account (for personal accounts) and the Business Accounts Schedule (for business accounts). Higher optional limits are subject to approval. We may on reasonable grounds refuse to increase the daily limit. If we agree to increase the daily limit, this may increase your potential liability for unauthorised transactions. If you have any concerns about what this may mean for you, please contact us.
- c. We may also reduce the daily limit applying to your account at any time if we consider it reasonably necessary to protect us or you (including if we detect suspicious activity or fraud on your account). We will give you notice as soon as practicable after we reduce your daily limit.

20. Your liability for mistaken payments, misdirected payments and unauthorised transactions

20.1 Your liability for mistaken payments

- a. A mistaken payment is an Osko payment directed to the wrong account due to the sender’s error (or the error of any person authorised to operate the sender’s account). For example a mistaken payment may occur because:
 - i. you provide us with an incorrect PayID or BSB and account number;
 - ii. the recipient of the payment advised you of the incorrect PayID or BSB and account number; or
 - iii. you select the incorrect recipient from your Osko payee list.
- b. If you receive a mistaken payment into your account and we are required to send the funds back to the payer’s account, you authorise us to withdraw the funds from your account and return these to the payer’s account.
- c. If you make a mistaken payment, you should report it to us. We will always inform you in writing of the outcome of our investigation within 30 business days of the report being made. The table below sets out what our processes are for investigating mistaken payments, depending on the time period in which you notify us that you have made a mistaken payment.

When you notify us	What we will do
Within 10 business days of making the payment	We will request that the financial institution that received the payment return the funds to us
Between 10 business days and 7 months of making the payment	We will request that the recipient’s financial institution investigate the reported mistaken payment
7 months after making the payment	We will report the mistaken payment to the recipient’s financial institution and ask them to seek the consent of the mistaken recipient to return the funds to you

- d. Before we will investigate a mistaken payment, we must first be satisfied that a mistaken payment has occurred (if we are not satisfied that a mistaken payment has occurred, we are not required to take any further action, however we may ask the recipient’s financial institution to investigate).
- e. If the recipient’s financial institution is satisfied that a mistaken payment has occurred, they must return the funds to us within the time period specified under applicable laws once we have asked them.
 - i. If there are insufficient credit funds available in the account of the unintended recipient of the mistaken payment, the recipient’s financial institution must use reasonable endeavours to retrieve the funds from the mistaken recipient (e.g. by facilitating repayment by instalments).

- ii. Where the unintended recipient is receiving income support payments from Services Australia or the Department of Veterans' Affairs, the recipient financial institution must recover the funds from the unintended recipient in accordance with the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans Affairs' payments.
- f. If the recipient's financial institution is not satisfied that a mistaken payment has occurred, they may decide to seek the consent of the mistaken recipient to return the funds to you. If the recipient's financial institution receives this consent, they may send the funds back to us in which case we will then return the funds back to you as soon as practicable.
- g. If the recipient's financial institution does not release the funds to us, you will be liable for the loss arising from the mistaken payment. You can make a complaint to us if we are not satisfied that a mistaken payment has occurred or where you are not satisfied that we have complied with the processes and timeframes set out in this document. If you complain:
 - i. we will deal with the complaint under our internal dispute resolution procedures;
 - ii. we will not require you to complain to the recipient's financial institution;
 - iii. if you are not satisfied with the outcome of your complaint, you can make a complaint to our external dispute resolution scheme; and
 - iv. we and the recipient's financial institution must cooperate with the decision of the external dispute resolution scheme.

20.2 Your liability for misdirected payments

- a. A misdirected payment is a payment you initiate that is paid to the incorrect account because your PayID Name or PayID is incorrectly registered or maintained by us.
- b. You will not be liable for misdirected payments that are not the result of your conduct.
- c. Where we and the sending financial institution determine that a payment you have received is a misdirected payment initiated by another person, we may without your consent deduct from your account an amount up to the original amount of the misdirected payment. We will notify you as soon as possible after we have done so.

20.3 Unauthorised transactions

- a. You must tell us promptly if you:
 - i. did not authorise a payment that has been made from your account; or
 - ii. think that you have been fraudulently induced to make a payment.
- b. See Part D of our Account Access Terms (for personal accounts) or our Terms and Conditions for Business Accounts (for business accounts) for information on when you will and will not be liable for losses arising from unauthorised transactions.

20.4 Other investigations we may carry out

We may carry out our own investigations in relation to your account or use of the Osko payment service without giving you notice where such notice is likely to compromise the integrity of Osko or the BPAY Scheme (e.g. if the investigation relates to your alleged fraud).

21. Payment disputes and investigations

- a. If you have a payment dispute or query, you should contact us at 13 19 87 or visit one of our branches for assistance as soon as possible.
- b. If we cannot immediately resolve the matter, we will:
 - i. acknowledge receipt of your dispute promptly and inform you in writing of the procedures we will follow to investigate and resolve the matter;
 - ii. investigate the dispute;
 - iii. if necessary, decide upon the appropriate action; and
 - iv. respond to you within 21 days of receiving your dispute, advising you in writing of the outcome of the investigation or the need for more time to complete the investigation.
- c. When we have completed our investigation of your dispute, we will promptly inform you in writing of the outcome of that investigation and the reasons for that outcome (including references to relevant clauses of the ePayments Code, if applicable to your account).
- d. However, we may not provide you with written advice if your dispute is settled (with your agreement) immediately or within 5 business days of us receiving notice of your dispute. Unless your dispute has been resolved completely in your favour, we will also inform you of any further action you can take, including how you can make a complaint.
- e. If as a result of our investigation of your dispute we decide that your account has been incorrectly credited or debited, we will immediately make adjustments to your account and notify you in writing of those adjustments.
- f. If on completion of our investigation we decide that you are liable for at least part of the amount of the transaction, we will make available to you copies of any documents or other evidence relevant to the outcome of our investigation, including information from any logs or audit trails relating to the transaction.
- g. As an alternative to the procedure described above, if we decide to resolve the dispute in your favour, we may adjust your account accordingly within 7 business days of receipt of that dispute and inform you of any further action you can take in respect of the ePayments Code (if applicable to your account), including contact details of an external dispute resolution service.

22. Making a complaint

- a. If you wish to raise a complaint or discuss a query, you can contact us using any of the contact methods listed on page 2.
- b. To help us assist you with your complaint you will need to provide us with the following:
 - Your address, phone number and email address so we can easily contact you;
 - Any relevant documents and other supporting information;
 - How you would like your complaint resolved.
- c. We aim to resolve complaints on the spot wherever we can or within 5 business days. If we can't provide a resolution on first contact, we'll acknowledge your complaint has been lodged, provide you with a reference number and details of how to contact us about your complaint.
- d. If we need more time to resolve your complaint, we may need to refer your complaint to our Customer Relations team for further investigation, who will:
 - Let you know they have received your complaint and investigate your complaint, in an objective and unbiased manner.
 - Keep you updated on the progress and work to find a fair solution.
 - If unable to resolve your complaint within 30 days, advise you of the reasons for the delay and the expected timeframe for an outcome to your complaint.
 - We will continue to keep you updated on the progress of your complaint and provide you with contact details for the Australian Financial Complaints Authority (AFCA).
- e. If you are not satisfied with our response or how we have handled your complaint, you can lodge a complaint with AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Writing: Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

23. Notifications

- a. Where the law and any industry code we have adopted allows, we may communicate with you electronically. Examples of electronic communication include us sending you emails (including eStatements) at an email address you have supplied, communicating with you via internet banking, or other similar methods. If you have any concerns about what this may mean for you, please contact us.
- b. Where we communicate with you electronically:
 - i. you will not receive a paper record of the communication; and
 - ii. if you wish to retain the message for subsequent reference you will need to either print the message or store the message for later display, printing or listening.
- c. You may at any time vary any address or number through which you receive electronic communication. You may also terminate an agreement to receive communications from us electronically any time by notifying us. In the event that such an agreement is terminated, we will only communicate with you by mail or by other non-electronic means.
- d. Subject to the requirements of any applicable law, where you make or receive a payment and you are able to view a transaction record or receipt on completion of the transaction (which you can save or print), we may not provide you with a paper transaction record or separate receipt of that transaction.

24. Limitation of liability and indemnity

- a. Except as set out in these Terms and Conditions or as required by the rules applicable to our participation in the Osko or PayTo payment service, we will not be liable for any loss or damage you suffer as a result of using the payment services (including any failure to, or delay in, effecting a payment).
- b. You must indemnify us against any reasonable loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
 - i. did not observe any of your obligations under these Customer Terms; or
 - ii. acted negligently or fraudulently in connection with other terms and conditions of your account.

25. Changes to these Terms

- a. We can change these Terms at any time (including by imposing new fees and charges). You will be notified in accordance with applicable laws on or before the day the change takes effect either in writing or by advertisement in a major newspaper, by electronic communication (if you have consented and consent is required by law) or in any other way permitted by law.
- b. You may not be notified of changes if such notice is not required, or of changes which reduce your obligations or which are not reasonably considered by us to be materially adverse to you. It is your responsibility to notify all authorised users of all changes.
- c. The most recent Terms can be found on our website at newcastlepermanent.com.au/terms.

26. Privacy and confidentiality

- a. In order to provide you with these payment services, when you provide an Osko payment direction, create or manage a PayID, confirm a Payment Agreement, or permit the creation of a Migrated DDR Mandate against your account, you acknowledge that you authorise us to collect, use, share and store your personal information for the purpose of enabling the payment services and for reasonable secondary purposes in relation to the payment services, such as tracing transactions and investigations.
- b. We may need to disclose your personal information (including updates to such personal information) to BPAY, NPP Australia and/or persons who provide goods or services to them or us in connection with the payment services. If we do not disclose your personal information to these persons, we will not be able to provide you with the payment services.
- c. For further information about how we manage your privacy including how you can access and correct your personal information or make a complaint about how we have handled your information, please see our Privacy and Credit Reporting Policy at newcastlepermanent.com.au/privacy-policy.

27. Miscellaneous

27.1 Your obligations for future dated and recurring payments

It is your responsibility to:

- i. ensure at all times that sufficient funds are available in your account to meet the future dated or recurring payment on the due date; and
- ii. arrange a suitable alternate payment method, if the arrangements are stopped, either by you, us, or by the nominated financial institution.

27.2 Governing law

- a. These Customer Terms and the transactions contemplated by them are governed by the laws of New South Wales.
- b. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them for determining any dispute concerning these Customer Terms or the transactions contemplated by them.

27.3 Other

- a. Headings are inserted for convenience and do not affect the interpretation of these Customer Terms.
- b. A reference to:
 - i. a document includes any variation or replacement of it;
 - ii. a law means the common law of Australia, principles of equity, and laws made by the Parliament of the Commonwealth of Australia and the Parliament of the State of New South Wales (and laws made by those parliaments include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them);
 - iii. the singular includes the plural and vice versa;
 - iv. a person includes a firm, body corporate, an unincorporated association or an authority and their executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
 - v. any thing includes the whole and each part of it;
 - vi. a group of persons includes all of them collectively and each of them individually; and
 - vii. "applicable laws" in these Customer Terms includes the procedures and regulations that apply to the Osko and NPP payment services.

28. Meaning of words

In these Customer Terms, some words have special meanings as set out in this section.

Unless defined in these Customer Terms, special meanings are also set out in Section A of our Account Access Terms and Conditions (for personal accounts) or Section A of our Business Accounts Terms and Conditions (for business accounts), which should be read together with this document.

Account for PayTo, means any account eligible (as determined by us from time to time) for use to establish and authorise Payment Agreements with merchants or Payment Initiators who offer PayTo as a payment option.

BPAY means BPAY Pty Ltd (ABN 69 079 137 518).

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

Customer Terms or Terms means these Osko, PayID and PayTo Customer Terms.

Direct debit has the meaning given to the term "Direct Debit Request" in the BECS Procedures available at auspaynet.com.au/resources/direct-entry.

ePayments Code means the current ePayments Code published by the Australian Securities and Investment Commission.

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

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

Migrated DDR Mandate means existing direct debit arrangements which have been converted into Payment Agreements in order to process payments under those arrangements via the NPP rather than BECS (the Bulk Electronic Clearing System).

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

NPP means New Payments Platform operated by NPP Australia Limited.

Osko means the Osko payment service provided by BPAY.

PayID means any unique identifier of a permitted type (e.g. mobile number) that links to an account with a financial institution which is used to make and receive Osko payments.

PayID Name means the shorthand name used to identify the sender or recipient of an Osko payment.

PayID Type means the type of identifier used for a PayID (e.g. a mobile number).

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 7(b).

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", "our" and "Newcastle Permanent" means Newcastle Greater Mutual Group Ltd ACN 087 651 992 Australian Financial Services Licence/ Australian credit licence 238273.

"you" and "your" for PayTo, 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.