

1. About this document

This document sets out the terms and conditions which apply to establishing and managing a PayID on an Account held with us. This document helps you to understand how PayID works and you should read these terms and conditions before making a decision to create a PayID.

We recommend that you read these terms and conditions carefully and keep a copy in case you need to refer to it in the future. You can also get the latest copy from our website at peoplefirst.bank.com.au/disclosure-documents.

2. PayIDs

2.1. In our discretion, we may allow you to create a PayID for your Account so that NPP Payments can be made to and PayTo Payment Agreements created for your Account using the PayID instead of the BSB and Account Number.

2.2. Creating a PayID is optional. We will not create a PayID for your Account without your consent.

Creating a PayID

2.3. If you are registered for Online Banking, you may create a PayID for your Account in Digital Banking. If your Account is a joint Account, each account holder may create a PayID for the Account.

2.4. When creating the PayID, you must choose a PayID name to be registered with the PayID which may be displayed to any person that initiates an NPP Payment using the PayID. We will suggest a list of possible PayID Names for you to choose from. You must ensure that the PayID Name you select reasonably and accurately represents the identity of the Account holder.

2.5. You may only create a PayID for your Account if:

2.5.1. we are able to verify your identity in a manner that is satisfactory to us;

2.5.2. you own or are authorised to use the PayID;

2.5.3. the PayID has not already been created and linked to another account (with People First Bank or another financial institution);

2.5.4. the PayID is not likely to be misleading as to who the account holder for the Account is; and

2.5.5. creating the PayID will not infringe on the intellectual property rights of any person.

2.6. We may refuse to allow you to create a PayID for any reason, including where we are not satisfied that the criteria in clause 2.5 above has been met.

2.7. By creating a PayID for your account:

2.7.1. you assure us that you own or are authorised to use the PayID;

2.7.2. you agree to promptly notify us if any of the information you provide to us when creating the PayID changes or becomes incorrect or misleading;

2.7.3. you acknowledge that the PayID and information relating to you and the Account the PayID is linked to (including the PayID Name, BSB and Account Number) will be registered in the NPP PayID service operated by NPP Australia Limited (not us); and

2.7.4. you consent to:

2.7.4.1. us disclosing your personal information and the other information you provide to us to NPP Australia Limited as necessary to create the PayID in the NPP PayID service; and

2.7.4.2. third parties, such as NPP Australia Limited and other financial institutions that connect to or use the NPP, collecting, storing, using and disclosing that information (including your name and Account details) in accordance with the NPP regulations and NPP procedures and as necessary for purposes related to NPP Payments to you or your Account. Without limiting the last sentence, you acknowledge that the PayID Name you select when creating the PayID may be disclosed to any person that initiates a NPP Payment using the PayID.

- 2.7.4.3. third parties, such as NPP Australia Limited and other financial institutions that connect to or use the NPP, accessing your PayID information for the purposes of creating and sending PayTo Payment Agreement creation requests to us to seek your authorisation and for the purposes of sending PayTo Payment requests, in connection with an authorised Payment Agreement, to us for processing from your Account.
- 2.7.5. The types of PayIDs we allow you to create for your Account may differ depending on your circumstances and the type of Account you have. Not all Account types are eligible to have PayIDs created for them – please refer to the Account Features & Comparison Table in Part A1.4 of our Accounts & Access Facilities Terms & Conditions to find out what types of Accounts can have PayIDs created for them.
- 2.7.6. More than one PayID can be created for an Account provided that each PayID is unique. A particular PayID can only be created for one account at a time, across all financial institutions. If a PayID has already been created for an account (with us or another financial institution) you will not be able to create it for a different account unless the existing PayID is closed or transferred (see below).

Transferring a PayID from or to another account

- 2.8. You can transfer a PayID created for one account with us or another financial institution to another account with us or another financial institution. However, you cannot transfer a PayID while it is locked (see below).
- 2.9. If you want to transfer a PayID you have created for an Account with us to another Account with us, you can do so by updating the Account details for the PayID in Digital Banking.
- 2.10. If you want to transfer a PayID you have created for an Account with us to an account at another financial institution, you can do so by first changing the status of the PayID to transferring status in Digital Banking and then creating the PayID with the other financial institution.
- 2.11. If you want to transfer a PayID that has been created and linked to an account at another financial institution to an Account with us, you must first contact the other financial institution to tell them you want to transfer the PayID and to place it in 'transferring' status and then create the PayID with us (see above). The other financial institution must allow the PayID to be transferred within one Business Day of your request unless you agree to another time period. Note: When transferring a PayID between financial institutions, if you do not create the PayID at the new financial institution within 14 days of the existing PayID being placed in 'transferring' status, you may need to start the process again.

Updating, locking and closing a PayID

- 2.12. You can update or close a PayID that has been created for your Account at any time in Digital Banking.
- 2.13. If any of the information you give us when creating a PayID changes or you cease to own or be authorised to use a PayID you have created for your Account, you must update the PayID details or close the PayID in Digital Banking, as appropriate.
- 2.14. We will action a Digital Banking request from you to update or close a PayID within one Business Day (in South Australia) unless we agree another time period with you.
- 2.15. We may, if we have reasonable grounds for doing so, lock or close a PayID created for your Account at any time without prior notice to you. Without limitation, this includes where:
 - 2.15.1. you have requested that we do so;
 - 2.15.2. we reasonably believe or suspect that you do not own and are not authorised to use the PayID;
 - 2.15.3. we reasonably believe or suspect that the information you provided to us or the statements you made to us when creating the PayID were incorrect, incomplete or misleading or have become so;
 - 2.15.4. you fail to comply with your obligations under these Terms & Conditions;
 - 2.15.5. we suspect you created the PayID or are using the PayID in connection with fraudulent or illegal activity;
 - 2.15.6. we have closed or restricted the Account or you cease to be the account holder or authorised to use the Account; or
 - 2.15.7. we have reasonable grounds to believe that there is a material risk of loss to you or us or we reasonably consider it necessary to manage any risk. We will tell you if we lock or close a PayID you have created and linked to your Account, within a reasonable period of doing so, unless it was done at your request. If your PayID is locked, you can request that it be unlocked in Digital Banking or by contacting us. If a PayID is closed it must be re-created before it can be used again.

- 2.16. The NPP PayID service may automatically lock or close a PayID if no NPP Payments have been made using the PayID and no updates to the information relating to the PayID are made for 10 years.
- 2.17. A PayID cannot be transferred or updated while it is locked and no payments can be received using a PayID while it is locked or after it has been closed.

PayID disputes

- 2.18. If a PayID cannot be created for your Account because it has already been created and linked to another account by someone else, you can contact us and, if we are satisfied you own or are authorised to use the PayID, we can lodge a dispute with the financial institution with which the PayID has been created, on your behalf, to determine whether that financial institution should close the PayID so that you can create it. However, there is no guarantee that the dispute will be resolved in your favour or result in you being able to create the PayID for your Account (for example, if the other person that has created the PayID is also authorised to use the PayID). We will promptly notify you of the outcome of the dispute.

Liability for PayIDs

- 2.19. We are not liable to you for any loss or damage you suffer as a result of:
- a PayID being created for your Account or you using or attempting to use a PayID that has been created for your Account;
 - us refusing to create a PayID or any delay in a PayID being created for your Account; or
 - us locking or closing a PayID that has been created for your Account; or,
 - any failure or malfunction of the NPP (including the NPP PayID service) or any of our systems or procedures that use or connect with the NPP, except to the extent that any loss or damage is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- 2.20. You indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claim we may suffer or incur in respect of any PayID that is created for your Account or your use or attempted use of such a PayID, except to the extent that any loss, damage, charge, expense, fee or claim is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents). We may debit any such loss, damage or cost to any Account you hold with us.

Changes to these Terms & Conditions

- 2.21. Acting reasonably, and in order to comply with applicable law, codes of practice and scheme regulations, we may change these Terms & Conditions from time to time without your consent or further agreement (including to impose or vary any fees and charges). We will give you 30 days' notice of any changes to these Terms & Conditions unless we consider that the change is not adverse to you, in which case we will notify you before, or with, your next statement or unless a change is made to restore or maintain the security of our systems, in which case we can make the change immediately without notice.

3. Definitions in this document

Account means an account held with us which you can access electronically, excluding a term deposit or prepaid facility;

Accountholder means the person(s) in whose name(s) an Account is held and if there is more than one Accountholder, it means the Accountholders jointly and severally;

Account Number means the number allocated to your Account by People First Bank to identify your Account. Each Account you hold will have a unique Account Number allocated to it;

BSB means a Bank State Branch Number, which identifies the financial institution in Australia;

Digital Banking means our online banking service whether accessed via an Online browser, or through an app for compatible iOS and Android devices;

Mandate Management Service (MMS) means the central, secure database operated by NPP Australia Limited where Payment Agreements are stored;

Merchant means a retailer or any other provider of goods or services. In relation to PayTo, Merchant means a merchant with which you have established, or would like to establish, a Payment Agreement;

NPP means the New Payments Platform owned and operated by or for NPP Australia Limited;

NPP Payment means a payment processed through the NPP and includes Osko Payments; **PayID** means a unique payment identifier which has been created in the NPP PayID service and can be used for the purpose of making and receiving NPP Payments;

Payment Initiator means an approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate PayTo 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;

PayTo Agreement or **Payment Agreement** means an agreement created by an approved Merchant or Payment Initiator in the Mandate Management Service by which you authorise us to make payments from your Account;

PayTo Payment means an NPP Payment we make pursuant to a Payment Agreement;

We, us, our, People First Bank, Heritage or Heritage Bank refers to Heritage and People's Choice Ltd ABN 11 087 651 125, Australian Financial Services Licence 244310 and Australian Credit Licence 244310; and

You or **your** means, according to the context:

- the Accountholder; and
- any third party the Accountholder nominates to operate the Account.