Appendix 4 – PayTo Client Terms and Conditions

This Appendix 4 forms part of the Payment Services Agreement on which the PayTo Services are provided to Clients of Monoova. You agree to these terms when using PayTo Services with Monoova.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Appendix 4, the following capitalised terms have the meaning set out below. Capitalised terms that are not defined below have the meaning set out in the Payment Services Agreement.

Authorised Payment Mandate means a Mandate or a Migrated DDR Mandate that has been authorised by the Customer and stored in the Mandate Management Service, authorising an NPP Payment, or a series of NPP Payments, to be made from the Customer's account to the Destination Account, in accordance with its terms.

Authorised Person has the meaning given to it in the Payment Services Agreement.

Batch Authorised Payment Mandate means a Mandate or a Migrated DDR Mandate that addresses more than one payment, that has been authorised by each of the Customers and stored in the Mandate Management Service, enabling multiple series of NPP Payments, to be made from the Customers' Accounts to the Destination Account, in accordance with its terms.

Client has the meaning given to it in the Payment Services Agreement.

Customer Financial Institution has the meaning given in clause 3.3.

Destination Account means the bank account to which funds may be transferred under an Authorised Payment Mandate, which may be either the Monoova Account or the Nominated Account, depending on the terms of the Authorised Payment Mandate.

Direct Debit means an automatic transaction that transfers money from one account to another.

Documentation has the meaning given in clause 9.10.

Insolvency Event has the meaning given in the NPP Regulations.

Instruction means an instruction given by the Client to Monoova to create, amend, recall, suspend, unsuspend, port or cancel a Mandate or an Authorised Payment Mandate, or to initiate an NPP Payment, whether given via the API, the Monoova Portal or any other method notified by Monoova to the Client from time to time. API and Monoova Portal have the meanings given in the Payment Services Agreement.

Mandate means the request produced by Monoova under clause 3.3.

Mandate Management Service means the central, secure database operated by Australian Payments Plus Limited of Authorised Payment Mandates.

Migrated DDR Mandates has the meaning given in clause 4.1.

Monoova means Monoova Payments Pty Ltd ACN 126 015 227.

Monoova Account means the bank account held by Monoova to which funds may be transferred under an Authorised Payment Mandate, in accordance with its terms.

Nominated Account means the bank account nominated by the Client to which funds may be transferred under an Authorised Payment Mandate, in accordance with its terms.

NPP means the New Payments Platform operated by Australian Payments Plus Limited.

NPP Participant has the meaning in the NPP Regulations.

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

NPP Regulations means the regulations for the NPP published by Australian Payments Plus Limited, as amended from time to time.

Payment Services Agreement means the agreement between the Client and Monoova for the provision of payment processing services.

PayTo Services means the services provided by Monoova to the Client which enable:

(a) the Client to request, and Customer/s to pre-authorise an NPP Payment, or a series of NPP Payments, in accordance with an Authorised Payment Mandate; and
(b) Clients and Customers to amend, suspend, unsuspend, port and cancel Authorised Payment Mandates.

Porting has the meaning given in clause 7.1 and Port has a corresponding meaning.

Porting ID means a unique identification number generated by the Mandate Management Service in connection with a request to Port one or more Authorised Payment Mandates.

Term has the meaning given to it in the Payment Services Agreement.

1.2 Interpretation

In this agreement a reference to an "Authorised Payment Mandate" in relation to a query or creating, amending, porting, cancelling, suspending or unsuspending an Authorised Payment Mandate, may interchangeably refer to a Batch Authorised Payment Mandate, depending on the circumstances.

2. CONDITIONS PRECEDENT AND ONGOING REQUIREMENTS

2.1 Monoova is not required to provide the PayTo Services to the Client until the Client has met each of the following conditions:
(a) the Client has obtained any licence, registration or authorisation required under Relevant Law to carry on its business and meet its obligations under this agreement;
(b) the Client has provided to Monoova any document, information, system access or tools reasonably required by Monoova in connection with the provision of PayTo Services in such form and substance as reasonably directed by Monoova;
(c) Monoova has assessed information and material relating to the Client's compliance with clauses 2.1(a) and (b) above and Monoova has determined, in its absolute discretion, that it is appropriate to provide the PayTo Services to the Client; and

(d) the relevant Interchange Parties have approved Monoova providing the PayTo Services to the Client.

Each condition under this clause is for Monoova's sole benefit and may only be waived by Monoova in writing. The Client must continue to satisfy Monoova's eligibility requirements and conditions of the services (if any and applicable) throughout the Term as notified to the Client in accordance with the Payment Services Agreement.

3. CREATING AN AUTHORISED PAYMENT MANDATE

3.1 An Authorised Payment Mandate may be initiated by the Client or Monoova where the Customer is either a new or existing customer of the Client.

Creating an Authorised Payment Mandate for New Customers

3.2 Once the Client has agreed the terms upon which the Client will engage with the Customer, the Client must request the Customer to provide their bank account number and BSB or PayID. Any data provided to the Client by the Customer will be provided in accordance with the Client's privacy policy and terms and conditions. The Client will be responsible for any data provided to the Client by the Customer.

3.3 The Client will instruct Monoova to produce a Mandate which Monoova will include on the Mandate Management Service. The Mandate Management Service will notify the financial institution of the Customer (**Customer Financial Institution**) of the Mandate at which point the Customer will receive a notification to either authorise or reject the Mandate.

3.4 The Customer is required to authorise or reject the Mandate within the period of time specified in the Mandate, otherwise the Mandate will lapse. Such period of time must not exceed 5 calendar days, (unless the Client and the Customer are expecting a "real-time" response, in which case the Customer(s) are required to respond to the Mandate within 5 minutes). For clarity, where the Customer does not authorise or reject the Mandate within the specified period of time, the Mandate is deemed to be rejected.

3.5 If the Customer rejects a Mandate because they do not believe that it reflects the terms of the agreement that it will enter into with the Client, the Customer is required to contact the Client. The Client is required to inform Monoova by sending an Instruction, as a result of which Monoova may amend and resubmit the details of the Mandate.

3.6 Once a Mandate has been authorised by the Customer, the Customer Financial Institution will update the Mandate Management Service with this information and the Mandate becomes an Authorised Payment Mandate.

3.7 On request by the Client, Monoova may recall a Mandate at any time up until the point at which the Customer authorises that Mandate in accordance with clause 3, or the Mandate expires.

3.8 The Client acknowledges and agrees that Monoova will at its discretion (acting reasonably and having regards to its legitimate business interests) determine the number of Mandates that may be submitted by a Client to a single Customer within a relevant period, and where it sets any such limits (or amends any existing limits) with respect to a Client, it may, subject to its obligations under the Relevant Law and its rights under this agreement and the Payment Services Agreement to take certain actions in respect of fraud or security controls (including suspension rights) give reasonable notice to the Client before the limits take effect.

4. MIGRATION OF DIRECT DEBIT ARRANGEMENTS FOR EXISTING CUSTOMERS

4.1 If the Client is an existing "BECS Debit User", Monoova may authorise the Client to create mandates for any existing Direct Debits (Migrated DDR Mandates). To create Migrated DDR Mandates, the Client must inform the Customer(s) of their decision to process future transactions under the relevant Direct Debit arrangement through PayTo at least one full billing cycle before the new payment arrangements come into effect (and if the billing cycle is less than 14 days, then at least 14 days' notice is to be given).

4.2 Any data provided to the Client by Customers, historical or otherwise, will be provided in accordance with the Client's privacy policy and terms and conditions. The Client will be responsible for any data provided to the Client by Customers.

4.3 The Client acknowledges that the Client holds, and is able to produce evidence upon request, of each of the Customers':

(a) existing Direct Debit authorisations to be migrated to PayTo; and

(b) all notices pursuant to clause 4.1.

4.4 Monoova will produce a Migrated DDR Mandate which Monoova will include on the Mandate Management Service. Transactions in connection with Migrated DDR Mandates may be processed through PayTo from the date that is 5 calendar days after the date of creation (provided that this is consistent with any instruction provided by the Customer) at which point the Migrated DDR Mandate becomes an Authorised Payment Mandate.

4.5 A Migrated DDR Mandate can be recalled by the Client at any time up until the earliest of the following:

(a) the Customer authorises or rejects the Migrated DDR Mandate (which they may do if the Customer Financial Institution requests such authorisation or rejection); or

(b) the Porting operation has been finalised.

4.6 The Client agrees and acknowledges that Monoova may at its discretion (acting reasonably and having regards to its legitimate business interests) determine the number of Migrated DDR Mandates in relation to a single Customer within a relevant period, and where it sets any such limits (or amends any existing limits), it may, subject to its obligations under the Relevant Law and its rights under this agreement and the Payment Services Agreement to take certain actions in respect of fraud or security controls (including suspension rights) give reasonable notice to the Client before the limits take effect.

5. AMENDING AN AUTHORISED PAYMENT MANDATE

5.1 From time to time, the terms of the agreement between the Client and each Customer may be amended which will then need to be captured in the relevant Authorised Payment Mandate. The amendment of an Authorised Payment Mandate must be initiated by the Client. The Client must obtain consent from each Customer to any changes to the terms of the Client's agreement with those Customers before initiating an amendment to an Authorised Payment Mandate.

5.2 The Client acknowledges that the Client holds, and is able to produce evidence upon request, of each Customer's consent obtained pursuant to clause 5.1.

5.3 The Client must instruct Monoova to process an amendment to the Authorised Payment Mandate in the Mandate Management Service on the Client's behalf. The Mandate Management Service will notify the Customer Financial Institution of the amendment request at which point the Customer is required to either authorise or reject the amendment request.

5.4 The Customer must either authorise or reject the amendment request within 5 calendar days, otherwise the amendment request will lapse. For clarity, where the Customer does not authorise or reject the amendment request within the specified period of time, the amendment request is deemed to be rejected.

5.5 If the Customer rejects the amendment request because they do not believe that it reflects the updated terms of the agreement that it has with the Client, the Customer must contact the Client. The Client is required to inform Monoova promptly by sending an Instruction, as a result of which Monoova may resubmit the amendment request with the correct details.

5.6 Once an amendment request has been authorised by the Customer, the Customer Financial Institution will promptly update the Mandate Management Service with this information. The updated Authorised Payment Mandate will apply from the date that is specified in the agreement between the Customer and the Client.

5.7 The Client warrants that all instructions it provides to Monoova in relation to an Authorised Payment Mandate are permitted by Relevant Law and by the terms of that particular Authorised Payment Mandate.

5.8 The Client acknowledges and agrees that Monoova may at its discretion, (acting reasonably and having regards to its legitimate business interests) determine the number of requests that the Client may submit to amend an Authorised Payment Mandate to a single Customer within a relevant period, and where it sets any such limits (or amends any existing limits), it may, subject to its obligations under the Relevant Law and its rights under this agreement and the Payment Services Agreement to take certain actions in respect of fraud or security controls (including suspension rights) give reasonable notice to the Client before the limits take effect.

6. SUSPENDING AND UNSUSPENDING AN AUTHORISED PAYMENT MANDATE

6.1 Subject to the terms of the agreement between the Client and each of the Client's Customers, the Client or Monoova (acting reasonably at all times and having regard to its legitimate business interests) may suspend and unsuspend an Authorised Payment Mandate. The Client may do so by sending an Instruction. Any suspension or unsuspension of an Authorised Payment Mandate will generally be effective immediately. Monoova will promptly notify the Customer Financial Institution of the suspension or unsuspension, who will in-turn promptly notify the Customer.

6.2 Similarly, subject to the terms of the agreement between the Client and each of the Client's Customers, the Customer may suspend and unsuspend an Authorised Payment Mandate by giving notice to the Customer Financial Institution. Monoova will promptly notify the Client of any such suspension and unsuspension.

6.3 Monoova can only unsuspend an Authorised Payment Mandate if Monoova was the party that suspended that Authorised Payment Mandate. If another party has suspended an Authorised Payment Mandate, the Client must contact that party for unsuspension.

7. PORTING THE CLIENT'S AUTHORISED PAYMENT MANDATES

7.1 Subject to the NPP introducing this functionality and Monoova making the necessary adjustments to its systems, the Client may move some or all of the Client's Authorised Payment Mandates from Monoova to another financial institution or payment services provider (**Porting**). The Client may do this by sending an Instruction to Port the Client's Authorised Payment Mandates. Monoova will provide the Client with a Porting ID for: (i) each Authorised Payment Mandate; or (ii) all Authorised Payment Mandates being ported at the same time, which the Client must provide to the Client's new financial institution or payment services provider.

7.2 The Client's new financial institution or payment services provider will be responsible for having the Client authorise the Authorised Payment Mandates and also updating the

Authorised Payment Mandates in the Mandate Management Service. The updated Authorised Payment Mandates will become effective upon being updated in the Mandate Management Service.

7.3 Until the Porting is completed, the Authorised Payment Mandates will continue to be linked to the Destination Account. If the other financial institution or payment services provider does not complete the transfer within 14 calendar days, the transfer will be deemed to be ineffective, and the Authorised Payment Mandates will remain with the Destination Account.

7.4 To Port an Authorised Payment Mandate that the Client has with another financial institution or payment services provider to Monoova, the Client will need to start the process with that financial institution or payment services provider.

8. CANCELLING AN AUTHORISED PAYMENT MANDATE

8.1 Subject to the terms of the agreement between the Client and each Customer, the Client may cancel an Authorised Payment Mandate by sending an Instruction. Any cancellation of an Authorised Payment Mandate will generally be effective immediately. Monoova will promptly notify each Customer Financial Institution of the cancellation, which will in-turn promptly notify each Customer.

8.2 Similarly, subject to the terms of the agreement between the Client and each Customer, the Customer may cancel an Authorised Payment Mandate by giving notice to the Customer Financial Institution. Monoova will promptly notify the Client of any such cancellation.

9. THE CLIENT'S RESPONSIBILITIES

9.1 The Client is responsible for the accuracy of the information that the Client provides to Monoova in connection with all Mandates and Migrated DDR Mandates (where applicable).

9.2 The Client must notify Monoova immediately if it no longer owns or has authority to use the Nominated Account to which an Authorised Payment Mandate has or will be made.

9.3 The Client must promptly respond to any notification that the Client receives from Monoova regarding the suspension or cancellation of an Authorised Payment Mandate for misuse, fraud or for any other reason. Monoova is not liable to the Client or the Client's Customer or third-parties, and is fully released from any loss or liability (including legal fees) suffered by the Client or the Client's Customers or third-parties, arising from or in connection with the Client not promptly responding to such a notification.

9.4 The Client is responsible for ensuring that the Client complies with the terms of any agreement that the Client has with Customers.

9.5 The Client must ensure that any billing notices are issued to Customers in accordance with the terms of the agreement with the relevant Customer.

9.6 If the Client becomes aware of any activity that appears suspicious or erroneous, the Client must report such activity immediately to Monoova by sending an email to support@monoova.com or by such other method as notified to the Client from time to time.

9.7 The Client will receive periodic notifications from Monoova requiring the Client to confirm that all of the Client's Authorised Payment Mandates are accurate and up to date. The Client must promptly respond to this notification and provide such confirmation and/or information as is reasonably requested by Monoova.

9.8 The Client must not use, and must procure that its Customers do not use, PayTo:

(a) in a manner that would cause Monoova to breach Relevant Law or any agreement that Monoova has with an NPP Participant; or

(b) for fraudulent or improper purposes,

which for clarity, includes (but is not limited to) where the Client contravenes clauses 4.2, 5.3 or 6.3 of this agreement, or where the Client cancels or suspends an Authorised Payment Mandate without a lawful basis or where the cancellation or suspension is inconsistent with the terms of the Client's contract with the Customer.

9.9 Once an Authorised Payment Mandate or a Migrated DDR Mandate has been established, the details of the Nominated Account may only be amended by Monoova. The Client may not request Monoova to amend the payment details of another party.

9.10 Monoova may provide the Client with separate documentation to assist the Client in using the PayTo Service including manuals and guides, whether in an electronic form or otherwise (**Documentation**). The Client must comply with all terms in such Documentation that apply to the Client's organisation.

9.11 The Client must act promptly in relation to any instructions that the Client receives from Customers.

9.12 The Client confirms that the Client is either obliged to comply with the *Privacy Act 1988* (Cth), or if the Client is not obliged to comply with the *Privacy Act 1988* (Cth), the Client confirms that the Client will comply with the *Privacy Act 1988* (Cth) as if the Client were an "APP entity" as that term is defined in the *Privacy Act 1988* (Cth) in connection with its use of the PayTo Services.

9.13 The Client must ensure that each Instruction given through the Monoova Portal is given only by an Authorised Person. The Client is responsible for, and bound by, each Instruction given through the Monoova Portal or the API using the Client's access credentials as if the Instruction had been given by the Client, and must maintain the confidentiality and security of its Monoova Portal login credentials and API keys in accordance with the Payment Services Agreement.

10. MONOOVA'S RESPONSIBILITIES

10.1 Monoova will accurately reflect the information provided by the Client in connection with a Mandate, Authorised Payment Mandate or a Migrated DDR Mandate in the Mandate Management Service.

10.2 Monoova may monitor the Client's Authorised Payment Mandates for misuse, fraud and security reasons. The Client acknowledges and consents to Monoova suspending all or some of the Client's Authorised Payment Mandates if Monoova reasonably suspects misuse, fraud or security issues. Monoova will promptly notify the Client of any such action to suspend an Authorised Payment Mandate. Monoova will notify the Client of any such action as outlined under clause 18 of the Payment Services Agreement.

11. PRIVACY

11.1 The Client:

(a) confirms that they have obtained all necessary privacy consents from Customers to provide the Customers' personal information when initiating a Mandate or Migrated DDR Mandate; and

(b) authorises Monoova and any Customer Financial Institution to collect, store and use personal information (amongst other information) in connection with PayTo, including for the purposes of constructing NPP Payment messages and enabling Monoova to facilitate NPP Payments to the Destination Account.