# "I loved reading the terms & conditions!"

### -said no one, ever.



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### 1 These terms

These PayID Terms and Conditions ("**Terms**") apply in respect of any PayID you create, attempt to create or request that we create for an account and must be read together with any other terms and conditions that apply to the relevant account.

For the terms and conditions that apply to making or receiving payments using a PayID, and your rights and obligations in respect of such payments, please refer to the terms and conditions that apply to your relevant account access method.

### 2 Meaning of words

The following definitions apply in these terms:

Account means an account with us.

Account holder means the account holder(s) for the relevant account.

**Closed**, in relation to a PayID, means the PayID has been deactivated in the PayID service and is unable to be used for NPP payments.

**Locked**, in relation to a PayID, means the PayID has been temporarily disabled in the PayID service and is unable to be used for NPP payments.

**Misdirected payment** means an NPP payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID service.

**NPP** means the New Payments Platform operated by or on behalf of NPP Australia Limited.

**NPP payments** means payments cleared and settled via the NPP.

**PayID** means an identifier created for a financial institution account for addressing NPP payments.

**PayID name** means the name which is associated with a PayID in the PayID service to identify the account holder of the relevant account when the PayID is used. **PayID service** means the central payment addressing service of the NPP in which PayIDs are created for addressing NPP payments.

**PayID type** means the type of identifier a PayID is (for example, a mobile number or an email address). The available PayID types may change from time to time.

**We**, **us** and **our** means ME Bank – a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian Credit Licence Number 244616.

**You** and **your** means each person who is an account holder for an account and any person authorised to operate the account.

### 3 PayIDs

- 3.1 The PayID service enables payers to make NPP payments to payees using an alternative identifier (a PayID) instead of a BSB and account number.
- 3.2 Creating a PayID is optional. We will not create a PayID for your account without your consent.

### 4 Creating your PayID

- 4.1 You can create and update a PayID in your PayID settings in internet banking.
- 4.2 A PayID can only be created for your account if:
  - a. we are able to verify your identity in a manner that is satisfactory to us;
  - b. you own or are authorised to use the PayID;
  - c. the PayID is not likely to be misleading as to who the account holder is; and
  - d. creating the PayID will not infringe on the intellectual property rights of any person.
- 4.3 We may refuse to allow a PayID to be created for an account for any reason, including where we are not satisfied that the above requirements have been met.

- 4.4 The PayID types we allow you to create may differ depending on your circumstances and the account type. Not all account types are eligible to have a PayID or certain PayID types created for them.
- 4.5 By creating or requesting a PayID for your account:
  - a. you assure us that you own or are authorised to use the PayID;
  - b. you agree to immediately notify us if any of the information you provide to us when creating the PayID changes or becomes incorrect or misleading; and
  - c. you acknowledge that the PayID and information relating to you and your account (including the PayID name, the account BSB and account number) will be registered in the PayID service which is operated by NPP Australia (not us).
- 4.6 The PayID name associated with a PayID in the PayID service must reasonably and accurately represent the name of the account holder. We may choose or allow you to select the PayID name that is registered in the PayID service when a PayID is created and may change the PayID name associated with a PayID at any time if we think doing so is necessary to ensure it reasonably and accurately represents the name of the account holder or, for joint accounts, one of the account holders.
- 4.7 You may create more than one PayID for your account but each PayID must be unique and can only be used in relation to one Australian financial institution account at a time (see below for details on transferring PayIDs from one account to another). For joint accounts, each account holder and persons authorised to operate on the account can create a unique PayIDs for the account.
- 4.8 You must notify us immediately if the information you give us when the PayID is created changes.

### 5 Transferring your PayID from or to another account

- 5.1 You can transfer a PayID created for one account with us or another financial institution to another. However, you cannot transfer a PayID while it is locked.
- 5.2 If you want to transfer a PayID you have created for an account with another financial institution to your account with us, you must first contact the other financial institution to tell them that you want to transfer the PayID and then create the PayID for your account as set out above. The other financial institution must action your request within one business day unless you agree to another time period.
- 5.3 You can transfer your PayID from one account with us to another account with us by updating the PayID in your PayID settings in internet banking. We will action your request within one business day unless we agree another time period with you.
- 5.4 You can transfer your PayID from an account with us to an account with another financial institution by first requesting the status of your PayID be changed to 'transferring' in internet banking and then creating your PayID with the other financial institution. We will action your request and allow the PayID to be transferred to the other financial institution within one business day unless we agree another time period with you.

**Please note:** When transferring a PayID from one financial institution to another, if you do not successfully create the PayID with the new financial institution within 14 days of telling the existing financial institution you are transferring the PayID, you may need to start the process again.

5.5 Until a transfer of a PayID is completed, NPP payments made using the PayID will be directed to the account it was previously created for.

## 6 Closing, locking and unlocking a PayID

- 6.1 You can close your PayID at any time in your PayID settings in internet banking or by contacting us.
- 6.2 You must close the PayID or notify us immediately if you no longer own or have authority to use a PayID created for your account or if you cease to be authorised to use or operate the account.
- 6.3 We will action a request from you to update or close a PayID within one business day unless we agree another time period with you.
- 6.4 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:
  - a. you have requested that we do so;
  - we reasonably believe or suspect that you do not own and are not authorised to use the PayID;
  - c. we reasonably believe or suspect that the information you provided to us or the statements you made to us when creating the PayID were or have become incorrect, incomplete or misleading;
  - d. you fail to comply with your obligations under these terms or the terms and conditions that apply to the account;
  - e. we suspect you created the PayID or are using the PayID in connection with fraudulent or illegal activity;
  - f. we have closed or restricted the linked account or you cease to be the account holder or authorised to use the account; or

- g. we consider the PayID to be inactive because no NPP payments have been made using the PayID and no updates to the information relating to the PayID are made for more than 12 months.
- 6.5 We will tell you if we lock or close a PayID created for your account, within one business day of doing so, unless it was done at your request or because we suspected fraud or illegal activity.
- 6.6 If your PayID is locked, you can request that it be unlocked by calling us. However, acting reasonably, we are not obliged to unlock it (for example, if it was locked due to suspected fraud or illegal activity). If a PayID is closed it must be re-created before it can be used again.
- 6.7 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.

### 7 NPP payments and liability

- 7.1 To the maximum extent permitted by law, 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;
  - b. us refusing to create a PayID or any delay in a PayID being created for your account;
  - c. us locking or closing a PayID that has been created for your account; or
  - d. any failure or malfunction of the NPP (including the PayID service) or any of our systems or procedures that use or connect with the NPP.
- 7.2 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, any misdirected

payments relating to such a PayID (except where the misdirected payment is caused by our mistake or negligence and not by you) or your use or attempted use of a PayID. We may debit any such loss, damage, charge, expense, fee or cost to any account you hold with us.

### 8 Duplicate PayIDs and PayID disputes

- 8.1 The PayID service does not support duplicate PayIDs. If you try to create a PayID for your account which is identical to another PayID created in the PayID service it will be rejected and we will advise you of this.
- 8.2 If a PayID cannot be created for your account because it has already been created 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 on your behalf to determine whether the PayID created by the other person should be closed. 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 is also authorised to use the PayID). We will promptly notify you of the outcome of the dispute.

### 9 Privacy

- 9.1 By creating your PayID you authorise and consent to:
  - a. us disclosing your personal information and other information to NPP Australia as necessary to create the PayID including by recording the PayID, PayID name and account details in the PayID service; and

b. third parties, such as NPP Australia and other financial institutions and NPP participants, that connect to or use the NPP, collecting, storing, using and disclosing that information for the purposes of constructing NPP payment messages, enabling payers to make NPP payments to you, disclosing the PayID name to payers for NPP payment validation (whether or not an NPP payment is actually made) and otherwise in accordance with the NPP regulations and procedures.

### 10 Inconsistency

10.1 To the extent of any inconsistency between these terms and the other terms and conditions that apply to your relevant account(s), these terms prevail in relation to PayIDs created for your account(s) and liability relating to such PayIDs.

### 11 Changes to terms & conditions

11.1 We may change these terms at any time without your consent.

We will tell you about such a change as soon as reasonably possible.

If we make a change that we believe is unfavourable to you, we will give you prior notice of at least 30 days. However, we may give you a shorter notice period or no notice of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

### 12 Notices

12.1 We may give you information and notices in relation to your PayID and these terms in any way allowed by law and, where applicable, the ePayments Code. Without limitation, you agree we may give you notices relating to your PayID and these terms:

- a. in any manner in which we can give you notices relating to the account your PayID is created for;
- b. by SMS or email, to your mobile number or email address where you have advised us of these details (including by using them as a PayID); and
- c. if you are registered for internet banking, electronically in internet banking.



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#### Holaaaaaa!

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