

- (13) Privacy Law consents,
as and when reasonably required by us.
- (b) You acknowledge that we do not and will not give any warranty or make any representation in respect of goods or services, and you undertake that you will not give any warranty or make any representation in respect of goods or services, that may bind the Sponsoring Financial Institution or any other participant in the BPAY Payment Channel.
- (c) We may, at any time and without notice:
- (1) prevent the withdrawal or other use or application of money held by us; or
 - (2) suspend or terminate your use of the BPAY Payment Channel, where we are required to do so by any agreement with the Sponsoring Financial Institution.
- (d) Your use of the BPAY Payment Channel terminates automatically where our agreement with the Sponsoring Financial Institution in relation to the BPAY Payment Channel terminates and no substitute arrangements are in place.
- (e) You acknowledge that there are times and circumstances where participants in the BPAY Payment Channel are not obliged to make it available, and at these times and in these circumstances, neither you nor your customers will be able to use the BPAY Payment Channel.
- (f) We are not liable to you for any Loss or Claim suffered or incurred by you arising in relation to any MPI Payment, MPI Adjustment or other transaction effected in relation to the BPAY Payment Channel, including any fraudulent, unauthorised or mistaken transaction, payment instruction, reversal or error correction.
- (g) We are not liable to you for any action or inaction of the Sponsoring Financial Institution in relation to MPI, whether or not under any agreement between us and the Sponsoring Financial Institution.
- (h) Until your use of the BPAY Payment Channel terminates, you must, in any manner prescribed or approved by us:
- (1) inform your customers in a manner which is not misleading, how they may use the BPAY Payment Channel to pay you; and
 - (2) print the BPAY scheme logo and the biller code nominated by us on your invoices.
- (i) On suspension or termination of your use of the BPAY Payment Channel you must stop using or distributing any material containing any BPAY trade marks or trade marks substantially identical or deceptively similar to the BPAY trade marks.
- (j) On termination of your use of the BPAY Payment Channel or if we instruct you to do so, you must immediately advise your customers that they can no longer give directions in relation to MPI Payments through the BPAY Payment Channel.

- (k) You must use BPAY trade marks only in the manner and form required or permitted by the MYOB M-Powered Services User Guide. You must not use the BPAY trade marks in such a way as to create an impression that goods or services you offer are sponsored, produced, offered or sold by BPAY Pty Ltd or any other participant in the BPAY Payment Channel. You must not adopt 'BPAY' or any other BPAY trade mark as any part of the name of any Business of yours, or apply it to any goods or services offered for sale by you.
- (l) You must submit the general format of all material containing BPAY trade marks to us for prior approval before distributing the material, and any changes to the general format of that material must also be submitted for prior approval before distribution.
- (m) You must notify us immediately if you become aware of any infringement, potential infringement, unfair competition, passing off or equivalent or similar breach of any applicable law in relation to the BPAY trade marks. If any claim is asserted or legal proceedings commenced against you for alleged infringement of any rights held by a third party by reason of the use of a BPAY trade mark, you must immediately provide to us prompt written notice of such claim or proceedings, and keep us informed of all developments in respect of the claim or proceedings.
- (n) You may only give your customers the information and materials specified by us in relation to the use of the BPAY Payment Channel to assist them to use the BPAY Payment Channel.
- (o) You must give us copies of all information and materials you give your customers relating to the BPAY Payment Channel, and all material you use containing BPAY trade marks, as soon as possible after our request.
- (p) While you use the BPAY Payment Channel, you consent to the use of your name and main trading logo in lists of billers and other BPAY Payment Channel scheme participants published by BPAY scheme participants, and we may provide this material to those persons for this purpose.
- (q) You indemnify us and our Personnel against any Loss or Claim suffered or incurred by any of them arising from your use of BPAY trade marks in breach of these Terms.
- (r) You acknowledge that, to the maximum extent permitted by law, none of us, a 3rd Party or another participant in the BPAY Payment Channel is liable to you for any missing or erroneous MPI Payment or the failure or disruption of any process or computer hardware or software beyond that person's reasonable control.
- (s) On cancellation, suspension or termination of your use of the BPAY Payment Channel, MPI Adjustments and other transactions in relation to MPI Payments, transactions or services initiated or processed before that time must still be processed.
- (t) You agree to be bound by the dispute resolution procedures applicable to the BPAY Payment Channel, including for a dispute relating to a MPI Payment or a MPI Adjustment.
- (u) You must establish and maintain a fair policy for the correction of errors and exchange and return of goods and services.

- (v) You acknowledge that for the purposes of obligations owed to you by your customers, the date of payment by such a customer is the 'date paid' for that MPI Payment as advised in the relevant payment advice, whether or not those funds are actually received in your MPI Account on the relevant 'date paid'.
- (w) You must notify us immediately if you become aware that you are unable to apply MPI Payments or MPI Adjustments listed in a payment advice to accounts you maintain for your customers for any reason.
- (x) Upon being notified by us that a MPI Payment is allegedly unauthorised, you must:
 - (1) immediately prevent the withdrawal or other use or application of the funds held by you comprising the MPI Payment (to the extent they have not already been disbursed by you to another party) pending the resolution of the matter by our Sponsoring Financial Institution or a BPAY payer institution;
 - (2) disclose, within 2 Business Days of you receiving the notice, such information to us as is reasonably necessary to identify the ultimate recipient of the funds; and
 - (3) comply with any reasonable request for assistance by us in the adjusting of the MPI Payment.

5.12 Special POSTbillpay in person Payment Channel provisions

The following terms and conditions apply to the use of the POSTbillpay in person Payment Channel as part of MPI.

Our agreements with 3rd Parties relating to the POSTbillpay in person Payment Channel may require us to enforce your obligations against you if you breach them.

- (a) In this clause 5.12, **Australia Post** means Australian Postal Corporation, and where applicable includes its licensees and franchisees.
- (b) You must:
 - (1) give any information, assistance, authorities or consents reasonably required to;
 - (2) obtain from your customers any information, assistance, authorities or consents reasonably required by;
 - (3) make any payment directed by; and
 - (4) comply with any reasonable condition or procedural requirement imposed by,
 - us, a 3rd Party or a participant in the POSTbillpay in person Payment Channel, required in respect of your use or former use or your customers' use of the POSTbillpay in person Payment Channel, at your cost, including matters related to:
 - (5) the initiating, processing or effecting of transactions, including MPI Payments and MPI Adjustments within the POSTbillpay in person Payment Channel;

- (6) the format of materials issued by you in relation to the POSTbillpay in person Payment Channel;
 - (7) assisting us and Australia Post to monitor and address issues with barcode readability;
 - (8) the use or ceasing use of POSTbillpay Trade Marks;
 - (9) proceedings concerning the protection of the POSTbillpay Trade Marks;
 - (10) the entitlement to be indemnified of us, Australia Post or another participant in the POSTbillpay in person Payment Channel;
 - (11) dealings with confidential information of ours, Australia Post or another participant in the POSTbillpay in person Payment Channel;
or
 - (12) Privacy Law consents,
as and when reasonably required by us.
- (c) You acknowledge that we do not and will not give any warranty or make any representation in respect of goods or services that may bind Australia Post or any other participant in the POSTbillpay in person Payment Channel.
- (d) We may, at any time and without notice:
- (1) prevent the use or application of money held by us; or
 - (2) suspend or terminate your use of the POSTbillpay in person Payment Channel,
- where we are required to do so by any agreement with Australia Post.
- (e) Your use of the POSTbillpay in person Payment Channel terminates automatically where:
- (1) our agreement with Australia Post in relation to the POSTbillpay in person Payment Channel terminates and no substitute arrangements are in place; or
 - (2) 30 days has elapsed after we receive notice of a change in Australia Post's acceptable biller policy which has the effect of disentitling you to use the POSTbillpay in person Payment Channel.
- (f) You acknowledge that there are times and circumstances where participants in the POSTbillpay in person Payment Channel are not obliged to make it available, and at these times and in these circumstances, neither you nor your customers will be able to use the POSTbillpay in person Payment Channel.
- (g) We are not liable to you for any Loss or Claim suffered or incurred by you arising in relation to any MPI Payment, MPI Adjustment or other transaction effected in relation to the POSTbillpay in person Payment Channel, including any fraudulent, unauthorised or mistaken transaction, payment instruction, reversal or error correction.

- (h) We are not liable to you for any action or inaction of Australia Post in relation to the POSTbillpay in person Payment Channel, whether or not under any agreement between us and Australia Post.
- (i) On suspension or termination of your use of the POSTbillpay in person Payment Channel, you must stop using or distributing any material containing any POSTbillpay Trade Marks or trade marks substantially identical or deceptively similar to the POSTbillpay Trade Marks.
- (j) On termination of your use of the POSTbillpay in person Payment Channel, you must immediately advise your customers that they can no longer give directions in relation to MPI Payments through the POSTbillpay in person Payment Channel.
- (k) You must use POSTbillpay Trade Marks only in the manner and form required or permitted by the MYOB M-Powered Services User Guide or any licence with Australia Post, and you must not infringe the intellectual property of Australia Post.
- (l) You must submit the general format of all material containing POSTbillpay Trade Marks to us for prior approval before distributing the material, and any changes to the general format of that material must also be submitted for approval before distribution.
- (m) You must notify us immediately if you become aware of any infringement, potential infringement, unfair competition, passing off or equivalent or similar breach of any applicable law in relation to the POSTbillpay Trade Marks.
- (n) You may only give your customers the information and materials specified by us (and you may not give them any other information or materials) in relation to the use of the POSTbillpay in person Payment Channel to assist them to use the POSTbillpay in person Payment Channel.
- (o) You must give us copies of all information and materials you give your customers relating to the POSTbillpay in person Payment Channel, and all material you use containing POSTbillpay Trade Marks, as soon as possible after our request.
- (p) You indemnify us and our Personnel against any Loss or Claim suffered or incurred by any of them arising from your use of POSTbillpay Trade Marks in breach of these Terms.
- (q) You acknowledge that, to the maximum extent permitted by law, none of us, a 3rd Party or another participant in the POSTbillpay in person Payment Channel is liable to you for any missing or erroneous MPI Payment or the failure or disruption of any process or computer hardware or software beyond that person's reasonable control.
- (r) On cancellation, suspension or termination of your use of the POSTbillpay in person Payment Channel, MPI Adjustments or other transactions in relation to MPI Payments, transactions or services initiated or processed before that time must still be processed.
- (s) You agree to be bound by the dispute resolution procedures applicable to the POSTbillpay in person Payment Channel.
- (t) You acknowledge and agree that:

- (1) you have received and understood details of the obligations of Australia Post in respect of the collection and transfer of payments in the POSTbillpay in person Payment Channel set out in clauses 5.12(t)(2), (3) and (4);
 - (2) Australia Post is entitled to retain any interest or other financial benefit accruing to it as a result of the deposit of money received under our agreement with Australia Post into an Australia Post bank account;
 - (3) Australia Post is under no obligation to account to you for payments collected under our agreement with Australia Post; and
 - (4) you may not make or institute any claim, demand, action, proceeding or prosecution against Australia Post in respect of any collection of any payment.
- (u) You acknowledge and agree that Australia Post is not liable to you for any loss or damage suffered, or that may be suffered (including direct and consequential loss) as a result of any action, proceeding, claim, demand or prosecution arising out of the performance by us or Australia Post of any duty, obligation or function under our agreement with Australia Post or in any way arising out of Australia Post being party to that agreement.
- (v) We may charge an additional Fee for customer payments that must be manually processed at an Australia Post post office because of an unreadable barcode due to poor quality printing of your documentation.

5.13 Special Credit Card by Phone Payment Channel provisions

The following terms and conditions apply to the use of the Credit Card by Phone Payment Channel as part of MPI.

Our agreements with 3rd Parties relating to the Credit Card by Phone Payment Channel may require us to enforce your obligations against you if you breach them.

- (a) You must:
- (1) give any information, assistance, authorities or consents reasonably required to;
 - (2) obtain from your customers any information, assistance, authorities or consents reasonably required by;
 - (3) make any payment directed by; and
 - (4) comply with any reasonable condition or procedural requirement imposed by,
- us, a 3rd Party or a participant in the Credit Card by Phone Payment Channel, required in respect of your use or former use or your customers' use of the Credit Card by Phone Payment Channel, at your cost, including matters related to:
- (5) the initiating, processing or effecting of transactions, including MPI Payments and MPI Adjustments within the Credit Card by Phone Payment Channel;

- (6) the format of materials issued by you in relation to the Credit Card by Phone Payment Channel;
 - (7) the entitlement to be indemnified of us or another participant in the Credit Card by Phone Payment Channel;
 - (8) dealings with confidential information of ours or a 3rd Party in the Credit Card by Phone Payment Channel; or
 - (9) Privacy Law consents,
- as and when reasonably required by us.
- (b) You acknowledge that we do not and will not give any warranty or make any representation in respect of goods or services that may bind any participant in the Credit Card by Phone Payment Channel.
 - (c) We may, at any time and without notice:
 - (1) prevent the use or application of money held by us; or
 - (2) suspend or terminate your use of the Credit Card by Phone Payment Channel,where we are required to do so by any agreement with a 3rd Party.
 - (d) Your use of the Credit Card by Phone Payment Channel is subject to you having and maintaining a current merchant facility approved by the Sponsoring Financial Institution. You must comply with your obligations under your merchant facility agreement with the Sponsoring Financial Institution at all times. Your use of the Credit Card by Phone Payment Channel terminates automatically where:
 - (1) our agreements with 3rd Parties in relation to the Credit Card by Phone Payment Channel terminate and no substitute arrangements are in place; or
 - (2) your merchant facility with the Sponsoring Financial Institution terminates or is cancelled.
 - (e) You acknowledge that there are times and circumstances where participants in the Credit Card by Phone Payment Channel are not obliged to make it available, and at these times and in these circumstances, neither you nor your customers will be able to use the Credit Card by Phone Payment Channel.
 - (f) We are not liable to you for any Loss or Claim suffered or incurred by you arising in relation to any MPI Payment, MPI Adjustment or other transaction effected in relation to the Credit Card by Phone Payment Channel, including any fraudulent, unauthorised or mistaken transaction, payment instruction, reversal or error correction.
 - (g) We are not liable to you for any action or inaction of a Credit Card by Phone Payment Channel 3rd Party in relation to MPI, whether or not under any agreement between us and that 3rd Party.
 - (h) On termination of your use of the Credit Card by Phone Payment Channel, you must immediately advise your customers that they can no longer give directions in relation to MPI Payments through the Credit Card by Phone Payment Channel.

- (i) You may only give your customers the information and materials specified by us (and you may not give them any other information or materials) in relation to the use of the Credit Card by Phone Payment Channel to assist them to use the Credit Card by Phone Payment Channel.
- (j) You must give us copies of all information and materials you give your customers relating to the Credit Card by Phone Payment Channel as soon as possible after our request.
- (k) You acknowledge that, to the maximum extent permitted by law, none of us, a 3rd Party or a participant in the Credit Card by Phone Payment Channel is liable to you for any missing or erroneous MPI Payment or the failure or disruption of any process or computer hardware or software beyond that person's reasonable control.
- (l) On termination of your use of the Credit Card by Phone Payment Channel, MPI Adjustments or other transactions in relation to MPI Payments, transactions or services initiated or processed before termination must still be processed.
- (m) You acknowledge that the operation of the merchant facility is also subject to the terms and conditions set by the Sponsoring Financial Institution in relation to that facility from time to time.
- (n) As part of your ongoing use of the Credit Card by Phone Payment Channel, you acknowledge and agree that we will receive credit cards details of your customers.
- (o) In respect of MPI Adjustments by way of a refund in the Credit Card by Phone Payment Channel (**Refunds**):
 - (1) you will be able to request full or partial Refund of MPI Payments made through the Credit Card by Phone Payment Channel;
 - (2) multiple partial Refunds are permitted but the total Refunds for an individual MPI Payment received by the Credit Card by Phone Payment Channel cannot exceed the value of the original transaction;
 - (3) there is a minimum Refund amount (set by us from time to time);
 - (4) a Refund can only be made to the credit card that was used to make the original MPI Payment to which the Refund relates;
 - (5) a separate Fee will be charged for each Refund processed;
 - (6) you can request a Refund up to 60 Business Days after the original MPI Payment to which the Refund relates;
 - (7) a Refund request must be submitted to us using a MPI Credit Card by Phone Refund Request Form; and
 - (8) despite (1) to (7), the availability and processing of Refunds may be regulated by your merchant facility.

6 MYOB M-Powered Superannuation (MPS) - Terms and conditions

6.1 Structure of relationships

- (a) Under MYOB M-Powered Superannuation (MPS), we have contractual relationships with 3rd Parties, providing a legal framework for MPS.
- (b) You acknowledge and agree that we have no responsibility for ensuring acceptance by the intended recipient of your superannuation contributions to the use of MPS as the means of paying your superannuation contributions. Nevertheless, we will use reasonable endeavours to attain acceptance.

6.2 General

- (a) To use MPS, you must put and keep in place a DDR.
- (b) You acknowledge that there is no joint venture, partnership or employment relationship between you and any 3rd Parties involved in MPS.

6.3 Privacy obligations

You should take note of your obligations under section 3.4 in relation to the provision of any Personal Information to us by you in the course of using MPS.

6.4 Application and establishment

- (a) To qualify for use of MPS, you must:
 - (1) be approved by us;
 - (2) pay any applicable application Fees to us.
- (b) You consent to the sharing of information including your Personal Information between us and any other 3rd Parties, which is necessary in relation to your application for, and if you are approved, the ongoing administration of your use of MPS.
- (c) Following approval and prior to using MPS, you must provide all necessary notifications to your Personnel in order to comply with your privacy obligations under clause 3.4(d) in relation to the provision of Personal Information to us and 3rd Parties as a result of your use of MPS.

6.5 M-Powered Authorisers

Unless you have previously nominated the Personnel authorised to be your M-Powered Authorisers for another one of the Services, you must nominate, within your application to use MPS, the Personnel within your Business who will have the authority to authorise Superannuation Payment Messages (M-Powered Authorisers) together with the number of M-Powered Authorisers you require to authorise each Superannuation Payment Message. Section 3.3 provides further details regarding the requirements for nominating M-Powered Authorisers.

6.6 Your MPS Account

- (a) You must nominate a MPS Account to be used as the debit account by us, under the DDR, for all Superannuation Payments Messages sent by you using MPS.
- (b) The MPS Account must be in the same name as the Business that is applying for or is registered for MPS.
- (c) You must give us 5 Business Days notice of the effective time of any changes to your MPS Account, failing which Fees may be charged or passed on to you.
- (d) You acknowledge and agree that we are not liable for any Loss or Claim for not processing Superannuation Payment Messages due to our inability (including as a result of a MPS Limit or a MPS System Limit being exceeded) to draw funds from your MPS Account.

6.7 Limits

- (a) You must nominate a MPS Limit and MPS Limit Period that will be used by us when processing Superannuation Payment Messages authorised by your M-Powered Authorisers.
- (b) If a Superannuation Payment Message, when processed, would result in the MPS Limit for the defined MPS Limit Period being exceeded, then the Superannuation Payment Message will be rejected and not processed.
- (c) A MPS System Limit, the amount of which will be determined by us, will also apply to all users of MPS. It will limit the total value of all Superannuation Payment Messages sent by you on any one day from exceeding a specified amount.
- (d) If the MPS System Limit is exceeded, then all the Superannuation Payment Messages sent by you on that day will be rejected and not processed.

6.8 Superannuation Payment Message processing

- (a) You acknowledge that MPS only supports the ability to process Superannuation Contribution Information to Regulated Superannuation Funds.
- (b) You authorise us to accept and process any Superannuation Payment Message that has been sent to the MYOB M-Powered Services Gateway and which appears to have been correctly authorised by the nominated number of M-Powered Authorisers using the correct Passwords.
- (c) We may, at our discretion, determine not to accept and process any Superannuation Payment Message.
- (d) You acknowledge and agree that, following receipt by us of a Superannuation Payment Message authorised by your M-Powered Authorisers, the amount of money specified in the Superannuation Payment Message will be debited from your MPS Account and transferred into the MYOB MPS Settlement Account.

- (e) Once an authorised Superannuation Payment Message has been sent to the MYOB M-Powered Services Gateway, neither that Superannuation Payment Message, nor the payments that it intends to effect, may be amended, suspended or cancelled in any way by you.
- (f) If we receive an authorised Superannuation Payment Message before the applicable MPS Cut-off Time on a Business Day, debiting of your MPS Account will occur overnight. Alternatively, if the authorised Superannuation Payment Message is received after the applicable MPS Cut-off Time, or on a non-Business Day, debiting of your MPS Account will occur overnight on the following Business Day.
- (g) Money transferred into the MYOB MPS Settlement Account will remain in the MYOB MPS Settlement Account for a period of 4 Business Days to ensure the debit will be honoured by the financial institution that holds your MPS Account, prior to the distribution of that money and the Superannuation Contribution Information to the nominated Regulated Superannuation Funds.
- (h) In respect of a payment that is required to be made to a Regulated Superannuation Fund by means of cheque, the amount of money to make this payment will be transferred into the MYOB MPS Cheque Clearing Account from the MYOB MPS Settlement Account following the elapsing of the 4 Business Days required in clause 6.8(g).
- (i) Payments by cheque to Regulated Superannuation Funds from the MYOB MPS Cheque Clearing Account, and the distribution of the related Superannuation Contribution Information, will occur only on a bi-monthly basis.
- (j) We are entitled to retain any interest or other financial benefit accruing as a result of monies being held in the MYOB MPS Settlement Account or the MYOB MPS Cheque Clearing Account.
- (k) It is your responsibility to ensure that there are always sufficient funds in your MPS Account to cover all debits to be processed by us in relation to your use of MPS. If, despite this requirement, there are not sufficient funds in your MPS Account or funds cannot be debited from your MPS Account under the DDR, we will not process the related Superannuation Payments Message.
- (l) You are responsible for the validity of all Superannuation Payment Messages and associated Superannuation Contribution Information sent for processing. You acknowledge and agree that we have no responsibility for checking the validity of any information contained within a Superannuation Payment Message.
- (m) It is your responsibility to ensure that any Superannuation Payment Messages sent for processing will not breach your nominated MPS Limit.
- (n) It is your responsibility, in relation to Superannuation Guarantee contributions made using MPS, to ensure that a Superannuation Payment Message authorised by your M-Powered Authorisers is received by us before the applicable cut-off date to allow for a sufficient timeframe to process the Superannuation Payment Message so that the relevant Regulated Superannuation Funds may receive your superannuation

contributions within the statutory time limits imposed for Superannuation Guarantee contributions. By way of example, as at the time of printing of these Terms, you need to have sent your Superannuation Payment Message to the MYOB M-Powered Services Gateway by the 15th day of the month following the end of the reporting quarter to ensure payment is made to the relevant Regulated Superannuation Funds by the statutory time limit of the 28th day of that month.

- (o) It is your responsibility to ensure any necessary approvals are obtained and any statutory or regulatory requirements are complied with, to enable us to effect the processing of Superannuation Contribution Information to the Regulated Superannuation Funds. Where it is incumbent upon us to gain the necessary approval or to comply with the statutory or regulatory requirement, you must provide us, when requested, with all the necessary assistance and information in order for us to do so.
- (p) We accept no responsibility for delays in processing Superannuation Payment Messages or Superannuation Contribution Information, regardless of the reason for the delay (including holidays, late payment instructions and the actions or inaction of 3rd Parties or other persons). Without limiting clause 6.12(f), we are not liable to you for any Loss or Claim suffered or incurred by you in relation to any failure by you to comply with the statutory requirements for Superannuation Guarantee contributions as a consequence of your use of MPS.
- (q) You appoint us as your agent with the power to contact and liaise with 3rd Parties or other persons (including Regulated Superannuation Funds) in relation to your participation in MPS, including to investigate why Superannuation Payment Messages have not been processed correctly, and to instruct 3rd Parties and other persons to remedy any errors identified. We may delegate our power under this agency arrangement, in whole or in part, to any person. If we request you to do so, you must confirm this agency arrangement to relevant 3rd Parties and other persons in writing. For the avoidance of doubt, nothing done or not done by us pursuant to this agency arrangement creates or increases any liability that would not otherwise be created or increased.

6.9 MPS Fees

You should note that there are general clauses in section 3.7 relating to the Fees arising from your use of MPS.

6.10 Cancellation, suspension and termination of your use of MPS

- (a) You should note that there are general clauses in section 3 relating to suspension or termination of your use of MPS.
- (b) You may cancel your use of MPS by giving 5 Business Days written notice of your intention. Despite any such cancellation, you must authorise and otherwise ensure (by keeping the DDR in place or other means) that any Superannuation Payment Message sent prior to cancellation can itself be processed, and all Fees payable by you in relation to your use of MPS prior to cancellation are paid.

- (c) We may suspend or terminate your use of MPS if your MPS Account cannot be debited and no alternative arrangements acceptable to us are put in place.
- (d) Upon suspension or termination of your use of MPS, we may continue to process any Superannuation Payment Message sent prior to cancellation and we may continue to hold funds of yours pending determination by us of any required or authorised dealings with or applications of those funds in accordance with these Terms or with our contracts with 3rd Parties, or any permitted set-off against sums you owe to us, and when such a determination is made, we may deal with your funds in accordance with that determination.

6.11 Reporting

We will report on your use of MPS by means of a monthly statement, in which a summary of the transactions undertaken and the Fees deducted in relation to your use of MPS during the previous month will be detailed.

6.12 Special MPS provisions

Our agreements with 3rd Parties relating to MPS may require us to enforce your obligations against you if you breach them.

- (a) You must:
 - (1) give any information, assistance, authorities or consents reasonably required to;
 - (2) obtain from your customers any information, assistance, authorities or consents reasonably required by;
 - (3) make any payment directed by; and
 - (4) comply with any reasonable condition or procedural requirement imposed by,
us or a 3rd Party, required in respect of your use or former use of MPS, at your cost, including matters related to:
 - (5) debiting and crediting accounts (including the MPS Account) by the Sponsoring Financial Institution or any other 3rd Party;
 - (6) initiating, processing or effecting transactions within MPS;
 - (7) unwinding any payment made with MPS;
 - (8) the format of materials issued by you in relation to MPS;
 - (9) using or ceasing to use 3rd Party trade marks;
 - (10) proceedings concerning the protection of the 3rd Party trade marks;
 - (11) the entitlement to be indemnified of us, the Sponsoring Financial Institution or any other 3rd Party;
 - (12) dealings with confidential information of ours, the Sponsoring Financial Institution or any other 3rd Party; or
 - (13) Privacy Law consents,

as and when reasonably required by us.

- (b) You acknowledge that we do not and will not give any warranty or make any representation in respect of goods or services, and you undertake that you will not give any warranty or make any representation in respect of goods or services, that may bind the Sponsoring Financial Institution or any other 3rd Party.
- (c) We may, at any time and without notice:
 - (1) prevent the withdrawal or other use or application of money held by us; or
 - (2) suspend or terminate your use of MPS,where we are required to do so by any agreement with the Sponsoring Financial Institution.
- (d) Your use of MPS terminates automatically where our agreement with the Sponsoring Financial Institution or a 3rd Party in relation to MPS terminates and no substitute arrangements are in place.
- (e) You acknowledge that there are times and circumstances where 3rd Parties are not obliged to make MPS available, and at these times and in these circumstances, you will be unable to use MPS.
- (f) We are not liable to you for any Loss or Claim suffered or incurred by you arising in relation to any Superannuation Payment Message or other transaction effected in relation to MPS, including any fraudulent, unauthorised or mistaken transaction, payment instruction, reversal or error correction.
- (g) We are not liable to you for any action or inaction of the Sponsoring Financial Institution or a 3rd Party in relation to MPS, whether or not under any agreement between us and the Sponsoring Financial Institution or a 3rd Party.

7 MYOB M-Powered Payments (MPP) - Terms and conditions

7.1 Structure of relationships

- (a) Under MYOB M-Powered Payments (MPP), we have contractual relationships with 3rd Parties, providing a legal framework for MPP.
- (b) To use MPP, you will be required to enter into and maintain an agreement with the Nominated MPP Financial Institution that authorises you to utilise MPP for the purposes of processing Direct Credits from one or more nominated MPP Accounts.

7.2 General

- (a) To use MPP, you must put and keep in place a DDR.
- (b) You acknowledge that there is no joint venture, partnership or employment relationship between you, the Nominated MPP Financial Institution and any 3rd Parties involved in MPP.

7.3 Privacy obligations

You should take note of your obligations under section 3.4 in relation to the provision of any Personal Information to us by you in the course of using MPP.

7.4 Application and establishment

- (a) To qualify for use of MPP, you must:
- (1) be approved by us;
 - (2) be approved by the Nominated MPP Financial Institution to debit one or more nominated MPP Accounts and process Direct Credits using MPP;
 - (3) be approved by the Nominated MPP Financial Institution as a user of the Direct Credit System;
 - (4) pay any applicable application Fees to us.
- (b) You consent to the sharing of information including your Personal Information between us and any other 3rd Parties, including the Nominated MPP Financial Institution, which is necessary in relation to your application for, and if you are approved, the ongoing administration of your use of MPP.

7.5 M-Powered Authorisers

Unless you have previously nominated the Personnel authorised to be your M-Powered Authorisers for another one of the Services, you must nominate, within your application to use MPP, the Personnel within your Business who will have the authority to authorise Electronic Payment Messages (M-Powered Authorisers) together with the number of M-Powered Authorisers you require to authorise each Electronic Payment Message. Section 3.3 provides further details regarding the requirements for nominating M-Powered Authorisers.

7.6 Your MPP Accounts

- (a) You must nominate at least one MPP Account to be used as the debit account by the Nominated MPP Financial Institution when processing Electronic Payment Messages sent by you using MPP.
- (b) Any nominated MPP Account must be in the same name as the Business that is applying for or is registered for MPP.
- (c) You must give us 5 Business Days notice of the effective time of any changes to an MPP Account, failing which Fees may be charged or passed on to you.
- (d) You acknowledge and agree that we will not be liable for any Loss or Claim for not processing Direct Credits due to the inability (including as a result of a MPP Limit or a MPP System Limit being exceeded) to draw funds from the relevant MPP Accounts.

7.7 Limits

- (a) You must nominate a MPP Limit and MPP Limit Period that will be used by us when processing Electronic Payment Messages authorised by your M-Powered Authorisers.
- (b) If an Electronic Payment Message, when processed, would result in the MPP Limit for the defined MPP Limit Period being exceeded, then the Electronic Payment Message will be rejected and not processed.
- (c) A MPP System Limit, the amount of which will be determined by us, will also apply to all users of MPP. It will limit the total value of all Electronic Payment Messages sent by you on any one day from exceeding a specified amount.
- (d) If the MPP System Limit is exceeded, then all the Electronic Payment Messages sent by you on that day will be rejected and not processed.

7.8 Electronic Payment Message processing

- (a) You acknowledge that MPP only supports the ability to process:
 - (1) a Direct Credit to a bank account supported by the Bulk Electronic Clearing System; and
 - (2) a Remittance Advice to the recipient of a Direct Credit by facsimile or email.
- (b) You authorise us and the Nominated MPP Financial Institution to accept and process any Electronic Payment Message that has been sent to the MYOB M-Powered Services Gateway and which appears to have been correctly authorised by the nominated number of M-Powered Authorisers using the correct Passwords.
- (c) We or the Nominated MPP Financial Institution may, at our discretion, determine not to accept and process any Electronic Payment Message.
- (d) You acknowledge and agree that, following receipt by us of an Electronic Payment Message requiring an Immediate Payment that is authorised by your M-Powered Authorisers, the amount of money specified in the Electronic Payment Message will be debited from your MPP Account and transferred as a Direct Credit in accordance with the payment instructions contained in the Electronic Payment Message.
- (e) You acknowledge and agree that, following receipt by us of an Electronic Payment Message requiring a Future Payment that is authorised by your M-Powered Authorisers, that Electronic Payment Message will be stored on the MYOB M-Powered Services Gateway and will not be processed by us or the Nominated MPP Financial Institution until the date nominated by you for the Direct Credit to occur.
- (f) Once an authorised Electronic Payment Message requiring an Immediate Payment has been sent to the MYOB M-Powered Services Gateway, neither that Electronic Payment Message, nor the Direct Credits that it intends to effect, may be amended, suspended or cancelled in any way by you. Alternatively, an Electronic Payment Message requiring a Future Payment may be amended or cancelled at any point of time up until the

MPP Cut-Off Time on the Business Day immediately prior to the nominated date for payment.

- (g) If we receive an authorised Electronic Payment Message requiring an Immediate Payment before the applicable MPP Cut-off Time on a Business Day, or an authorised Electronic Payment Message requiring a Future Payment on that Business Day has previously been received by us, debiting of the relevant MPP Account and processing of the associated Direct Credits will occur overnight, provided that sufficient funds are in that relevant MPP Account to cover the debit at the MPP Cut-off Time on that Business Day. Alternatively, if that Electronic Payment Message is received after the applicable MPP Cut-off Time, or on a non-Business Day, debiting of the relevant MPP Account and processing of the associated Direct Credits will occur overnight on the following Business Day, provided that sufficient funds are in that MPP Account to cover the debit at the MPP Cut-off Time on that following Business Day.
- (h) It is your responsibility to ensure that there are always sufficient funds in the relevant MPP Accounts to cover all debits to be processed by the Nominated MPP Financial Institution in relation to your use of MPP. If, despite this requirement, there are not sufficient funds in a MPP Account, the Nominated MPP Financial Institution will not process the Direct Credit and we will not process any associated Remittance Advices.
- (i) You acknowledge that where you have indicated that a Remittance Advice is to be sent to the recipient of a Direct Credit that we will only attempt to send that Remittance Advice upon confirmation from the Nominated MPP Financial Institution that the associated Direct Credit has been accepted for processing.
- (j) You are responsible for the validity of all Electronic Payment Messages sent for processing, including the information used for the associated Direct Credits and Remittance Advices. You acknowledge and agree that we have no responsibility for checking the validity of any information contained within an Electronic Payment Message.
- (k) It is your responsibility to ensure that the facsimile number or email address provided for the intended recipient of a Remittance Advice is correct and available for use by us. You acknowledge that we will only make three attempts to send a Remittance Advice by facsimile in the event the facsimile number provided is engaged or otherwise unavailable.
- (l) It is your responsibility to ensure that any Electronic Payment Messages sent for processing will not breach your nominated MPP Limit.
- (m) It is your responsibility to ensure any necessary approvals are obtained and any statutory or regulatory requirements are complied with, to enable us and the Nominated MPP Financial Institution to effect the processing of Direct Credits and Remittance Advices. Where it is incumbent upon us to gain the necessary approval or to comply with the statutory or regulatory requirement, you must provide us, when requested, with all the necessary assistance and information in order for us to do so.
- (n) We accept no responsibility for delays in processing Electronic Payment Messages, Direct Credits or Remittance Advices, regardless of the reason

for the delay (including holidays, late payment instructions, incorrect bank account numbers, facsimile numbers, email addresses and the actions or inaction of the Nominated MPP Financial Institution, 3rd Parties or other persons).

7.9 MPP Fees

You should note that there are general clauses in section 3.7 relating to the Fees arising from your use of MPP.

7.10 Cancellation, suspension and termination of your use of MPP

- (a) You should note that there are general clauses in section 3 relating to suspension or termination of your use of MPP.
- (b) You may cancel your use of MPP by giving 5 Business Days written notice of your intention. Despite any such cancellation, you must authorise and otherwise ensure that any Electronic Payment Message sent prior to cancellation can itself be processed, and all Fees payable by you in relation to your use of MPP prior to cancellation are paid.
- (c) We may suspend or terminate your use of MPP if your MPP Account cannot be debited and no alternative arrangements acceptable to us are put in place.
- (d) Upon suspension or termination of your use of MPP, we may continue to process any Electronic Payment Message sent prior to cancellation.

7.11 Reporting

We will report on your use of MPP by means of a monthly statement, in which a summary of the transactions undertaken and the Fees deducted in relation to your use of MPP during the previous month will be detailed.

7.12 Special MPP provisions

Our agreements with the Nominated MPP Financial Institution and 3rd Parties relating to MPP may require us to enforce your obligations against you if you breach them.

- (a) You must:
 - (1) give any information, assistance, authorities or consents reasonably required to;
 - (2) obtain from your customers any information, assistance, authorities or consents reasonably required by;
 - (3) make any payment directed by; and
 - (4) comply with any reasonable condition or procedural requirement imposed by,
us or a 3rd Party, required in respect of your use or former use of MPP, at your cost, including matters related to:
 - (5) debiting and crediting accounts (including a MPP Account) by the Nominated MPP Financial Institution or any other 3rd Party;

- (6) initiating, processing or effecting transactions within MPP;
 - (7) unwinding any payment made with MPP;
 - (8) the format of materials issued by you in relation to MPP;
 - (9) using or ceasing to use 3rd Party trade marks;
 - (10) proceedings concerning the protection of the 3rd Party trade marks;
 - (11) the entitlement to be indemnified of us, the Nominated MPP Financial Institution or any other 3rd Party;
 - (12) dealings with confidential information of ours, the Nominated MPP Financial Institution or any other 3rd Party; or
 - (13) Privacy Law consents,
- as and when reasonably required by us.
- (b) You acknowledge that we do not and will not give any warranty or make any representation in respect of goods or services, and you undertake that you will not give any warranty or make any representation in respect of goods or services, that may bind the Nominated MPP Financial Institution or any other 3rd Party.
- (c) We may, at any time and without notice:
- (1) prevent the withdrawal or other use or application of money held by us; or
 - (2) suspend or terminate your use of MPP,
- where we are required to do so by any agreement with the Nominated MPP Financial Institution.
- (d) Your use of MPP terminates automatically where our agreement with the Nominated MPP Financial Institution or a 3rd Party in relation to MPP terminates and no substitute arrangements are in place. Similarly, your use of MPP terminates automatically where your agreement with the Nominated MPP Financial Institution in relation to MPP terminates and no substitute arrangements are in place.
- (e) You acknowledge that there are times and circumstances where 3rd Parties are not obliged to make MPP available, and at these times and in these circumstances, you will be unable to use MPP.
- (f) We are not liable to you for any Loss or Claim suffered or incurred by you arising in relation to any Electronic Payment Message, Direct Credit, Remittance Advice or other transaction effected in relation to MPP, including any fraudulent, unauthorised or mistaken transaction, payment instruction, reversal or error correction.
- (g) We are not liable to you for any action or inaction of the Nominated MPP Financial Institution or a 3rd Party in relation to MPP, whether or not under any agreement between us and the Nominated MPP Financial Institution or a 3rd Party.

8 MYOB M-Powered Bank Statements (MPBS) - Terms and conditions

8.1 Structure of relationships

- (a) Under MYOB M-Powered Bank Statements (MPBS), we have contractual relationships with 3rd Parties, providing a legal framework for MPBS.
- (b) To use MPBS, you will be required to enter into and maintain an agreement with the Nominated MPBS Financial Institution that authorises you to utilise MPBS for the purposes of receiving Bank Statement Information for your nominated MPBS Account(s).

8.2 General

- (a) To use MPBS, you must put and keep in place a DDR.
- (b) You acknowledge that there is no joint venture, partnership or employment relationship between you, the Nominated MPBS Financial Institution and any 3rd parties involved in MPBS.

8.3 Privacy obligations

You should take note of your obligations under section 3.4 in relation to the provision of any Personal Information to us by you in the course of using MPBS.

8.4 Application and establishment

- (a) To qualify for use of MPBS, you must:
 - (1) be approved by us;
 - (2) be approved by the Nominated MPBS Financial Institution to receive Bank Statement Information for your nominated MPBS Accounts using MPBS.
 - (3) pay any applicable application Fees to us.
- (b) You consent to the sharing of information including your Personal Information between us and any other 3rd Parties, including the Nominated MPBS Financial Institution, which is necessary in relation to your application for, and if you are approved, the ongoing administration of your use of MPBS.

8.5 Your MPBS Accounts

- (a) You must nominate one or more MPBS Accounts held with the Nominated MPBS Financial Institution for which you wish to receive Bank Statement Information in using MPBS.
- (b) Any nominated MPBS Account must be in the same name as the Business that is applying for or is registered for MPBS.
- (c) You must give us 5 Business Days notice of the effective time of any changes to your MPBS Account(s), failing which Fees may be charged or passed on to you.

8.6 Bank Statement Information processing

- (a) Bank Statement Information for a nominated MPBS Account will be available for you to receive, by connecting to the MYOB M-Powered Services Gateway, by 7.00am (Melbourne Time) on the day following a Business Day;
- (b) You acknowledge that the Bank Statement Information received on any day is up to date at the close of business on the previous Business Day.
- (c) You acknowledge and agree that we will not be liable for any Loss or Claim in relation to the provision of the Bank Statement Information by us, nor for any Loss or Claim in relation to your use of, or reliance upon, the Bank Statement Information provided to you in using MPBS.
- (d) We accept no responsibility for any inaccuracy of the Bank Statement Information provided by us to you, regardless of the reason for the inaccuracy.
- (e) We accept no responsibility for delays in processing Bank Statement Information, regardless of the reason for the delay (including holidays, the actions or inaction of the Nominated MPBS Financial Institution, 3rd Parties or other persons).

8.7 MPBS Fees

You should note that there are general clauses in section 3.7 relating to the Fees arising from your use of MPBS.

8.8 Cancellation, suspension and termination of your use of MPBS

- (a) You should note that there are general clauses in section 3 relating to suspension or termination of your use of MPBS.
- (b) You may cancel your use of MPBS by giving 5 Business Days written notice of your intention. Despite any such cancellation, you must authorise and otherwise ensure (by keeping the DDR in place or other means) that all Fees payable by you in relation to your use of MPBS prior to cancellation are paid.

8.9 Reporting

We will report on your use of MPBS by means of a monthly statement, in which a summary of the Bank Statement Information received and the Fees deducted in relation to your use of MPBS during the previous month will be detailed.

8.10 Special MPBS provisions

Our agreements with the Nominated MPBS Financial Institution and 3rd Parties relating to MPBS may require us to enforce your obligations against you if you breach them.

- (a) You must:
 - (1) give any information, assistance, authorities or consents reasonably required to;

- (2) obtain from your customers any information, assistance, authorities or consents reasonably required by;
- (3) make any payment directed by; and
- (4) comply with any reasonable condition or procedural requirement imposed by,

us or a 3rd Party, required in respect of your use or former use of MPBS, at your cost, including matters related to:

- (5) the format of materials issued by you in relation to MPBS;
- (6) using or ceasing to use 3rd Party trade marks;
- (7) proceedings concerning the protection of the 3rd Party trade marks;
- (8) the entitlement to be indemnified of us, the Nominated MPBS Financial Institution or any other 3rd Party;
- (9) dealings with confidential information of ours, the Nominated MPBS Financial Institution or any other 3rd Party; or
- (10) Privacy Law consents,

as and when reasonably required by us.

- (b) You acknowledge that we do not and will not give any warranty or make any representation in respect of goods or services, and you undertake that you will not give any warranty or make any representation in respect of goods or services, that may bind the Nominated MPBS Financial Institution or any other 3rd Party.
- (c) We may, at any time and without notice suspend or terminate your use of MPBS where we are required to do so by any agreement with the Nominated MPBS Financial Institution.
- (d) Your use of MPBS terminates automatically where our agreement with the Nominated MPBS Financial Institution or a 3rd Party in relation to MPBS terminates and no substitute arrangements are in place. . Similarly, your use of MPBS terminates automatically where your agreement with the Nominated MPBS Financial Institution in relation to MPBS terminates and no substitute arrangements are in place.
- (e) You acknowledge that there are times and circumstances where 3rd Parties are not obliged to make MPBS available, and at these times and in these circumstances, you will be unable to use MPBS.
- (f) We are not liable to you for any action or inaction of the Nominated MPBS Financial Institution or a 3rd Party in relation to MPBS, whether or not under any agreement between us and the Nominated MPBS Financial Institution or a 3rd Party.

Glossary

Definitions

In these Terms:

Account means an account with a financial institution you nominate for the relevant purpose;

Authoriser Name means the identifying name of the M-Powered Authoriser used in conjunction with their Password to authorise a Payment Message on behalf of the Business;

Bank Statement Information means the information provided to us by the Nominated MPBS Financial Institution that is available for you to access in using MPBS;

BPAY Payment Channel means the electronic payments service promoted by BPAY Pty Ltd, as it operates as part of MPI;

BPAY trade marks means the trade and service marks in relation to the BPAY Payment Channel set out in the MYOB M-Powered Services User Guide;

Bulk Electronic Clearing System means the payments clearing system managed by the Australian Payments Clearing Association Limited also known as BECS or CS2;

Business means a separate business enterprise of yours. For the purposes of MYOB M-Powered Services, you may have a number of business enterprises, and in this case, we can decide how many you have, and what they are;

Business Day means:

- (a) for the purposes of clause 3.14, a day on which banks are open for business in the city where the notice or other communication is received, excluding a Saturday, Sunday or public holiday; or
- (b) for all other purposes, a day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia;

Complying MYOB Product means the current version of MYOB software specified for operation with MYOB M-Powered Services;

Credit Card by Phone Payment Channel means the bill payment service facilitating payments by credit card by telephone, as it operates as part of MPI;

Credit Information means any information that has any bearing on an individual's credit worthiness, credit standing, credit capacity or credit history;

DDR means direct debit request;

Direct Credit means the payment crediting the bank account of a nominated payee in accordance with the instructions transmitted by you in association with a Electronic Payment Message;

Direct Credit System means the system forming part of the Bulk Electronic Clearing System which allows Direct Credits to be made;

Electronic Payment Messages means the Payment Message that purports to authorise us to instruct the Nominated MPP Financial Institution to effect a debit from a nominated MPP Account, and process Direct Credits and Remittance Advices on your behalf;

Fees means Fees and charges;

Fees Account means an account with a financial institution nominated by you for the purposes of Fees being debited by us for your use of MYOB M-Powered Services;

Future Payment means a payment authorised to be processed, and a Direct Credit made, at a date nominated by you in the future using MPP;

Immediate Payment means a payment authorised to be processed, and a Direct Credit made, immediately using MPP;

Loss or Claim means any loss, liability, action, proceeding, damage, cost or expense (including all reasonable legal costs and expenses), including consequential and economic losses;

MPBS means the Service known as MYOB M-Powered Bank Statements;

MPBS Account means an account with your Nominated MPBS Financial Institution that you wish to receive Bank Statement Information for using MPBS;

MPI means the Service known as MYOB M-Powered Invoices;

MPI Account means an account with a financial institution nominated by you for the purposes of depositing MPI Payments and debiting MPI Adjustments;

MPI Adjustment means, for the purposes of sections 4 and 5, an amount paid or payable by you, or on your behalf, in relation to a MPI Payment, including a reversal, a refund and an error correction;

MPI Payment means, for the purposes of sections 4 and 5, an amount received by you, or allocated for receipt by you or on your behalf, in relation to a payment from a customer of yours to you through MPI, including an amount received by you whether or not it should have been paid to you;

MPI Payment Channels means the BPAY Payment Channel, the POSTbillpay in person Payment Channel and the Credit Card by Phone Payment Channel;

M-Powered Authoriser means the Personnel who are authorised by you to authorise a Payment Message;

M-Powered Services Authoriser Application Form means the application form generated by Personnel who are applying to become a M-Powered Authoriser;

MPP means the Service known as MYOB M-Powered Payments;

MPP Account means an account with the Nominated MPP Financial Institution that is to be debited when processing Electronic Payment Messages;

MPP Cut-off Time means the time stated within the MYOB M-Powered Services User Guide by which Electronic Payment Messages must be sent to the MYOB M-Powered Services Gateway each Business Day to be processed the same day;

MPP Limit means the maximum amount nominated by you that can be processed using MPP during the MPP Limit Period;

MPP Limit Period means the time period nominated by you during which your MPP Limit cannot be exceeded;

MPP System Limit means the daily limit imposed by us on you, that limits the total value of all Electronic Payment Messages authorised by your M-Powered Authorisers that are received by us on any one day from exceeding a specified amount;

MPS means the Service known as MYOB M-Powered Superannuation;

MPS Account means an account with a financial institution nominated by you that is to be debited when processing Superannuation Payment Messages;

MPS Cut-off Time means the time stated within the MYOB M-Powered Services User Guide by which Superannuation Payment Messages must be sent to the MYOB M-Powered Services Gateway each Business Day to be processed the same day;

MPS Limit means the maximum amount nominated by you that can be processed using MPS during the MPS Limit Period;

MPS Limit Period means the time period nominated by you during which your MPS Limit cannot be exceeded;

MPS System Limit means the daily limit imposed by us on you, that limits the total value of all Superannuation Payment Messages authorised by your M-Powered Authorisers that are received by us on any one day from exceeding a specified amount;

MYOB M-Powered Services Gateway means MYOB's on-line transaction processing hub;

MYOB M-Powered Services User Guide means the current user guide that is supplied by MYOB to users of any of the MYOB M-Powered Services;

MYOB MPI Settlement Account means a trust account held with the Sponsoring Financial Institution through which MPI Payments, MPI Adjustments and other MPI related transactions are processed;

MYOB MPS Cheque Clearing Account means a trust account held with the Sponsoring Financial Institution into which MPS related funds are deposited to facilitate cheque payments to Regulated Superannuation Funds that will not accept electronic payments;

MYOB MPS Settlement Account means a trust account held with the Sponsoring Financial Institution through which MPS related transactions are processed;

Nominated MPBS Financial Institution means the financial institution where the MPBS Accounts nominated by you are located, and with whom we have established arrangements for the provision of Bank Statement Information to us;

Nominated MPP Financial Institution means the financial institution where the MPP Accounts nominated by you are located, and with whom we have established arrangements for the processing of Direct Credits in accordance with the Electronic Payment Messages generated by you using MPP;

Password means the password selected by a M-Powered Authoriser as their password for authorising Payment Messages;

Payment Message means a message that, when authorised by the M-Powered Authorisers and received at the MYOB M-Powered Services Gateway, may result in a debit to an Account (eg. a Superannuation Payment Message or Electronic Payment Message);

Personal Information means information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion, which is received from any source as a consequence of the exercise of rights or performance of obligations under these Terms or otherwise in relation to MYOB M-Powered Services and includes Credit Information;

Personnel in relation to a person means that person and that person's officers, employees, agents and contractors;

POSTbillpay in person Payment Channel means the bill payment service provided by Australia Post, as it operates as part of MPI;

POSTbillpay Trade Marks means the trade marks in relation to the POSTbillpay in person Payment Channel set out in the MYOB M-Powered Services User Guide;

Privacy Law means the *Privacy Act* 1988 (Cth) and all other applicable legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to any Personal Information;

Regulated Superannuation Fund means a superannuation fund that is a regulated superannuation fund for the purposes of section 19 of the Superannuation Industry (Supervision) Act 1993 (eg. not a self managed superannuation fund, ie. DIYs);

Remittance Advice means a fax or email message sent to the recipient of a Direct Credit of the bank deposit and confirming payment details;

Service means a service forming part of MYOB M-Powered Services (for example, MPI, described in section 5);

Sponsoring Financial Institution means our sponsoring financial institution in relation to the MYOB M-Powered Services from time to time, currently the Commonwealth Bank of Australia ABN 48 123 123 124;

Superannuation Contribution Information means the information transmitted by you to us in association with the Superannuation Payment Message regarding the payment details of your superannuation contributions to the relevant Regulated Superannuation Funds;

Superannuation Payment Message means the Payment Message that purports to authorise us to effect a payment from your MPS Account, and to distribute Superannuation Contribution Information, to the relevant Regulated Superannuation Funds;

Terms means these terms and conditions governing MYOB M-Powered Services; and

3rd Party means any person with whom we have contracted in relation to MYOB M-Powered Services, including the Sponsoring Financial Institution, the Nominated MPBS Financial Institution and the Nominated MPP Financial Institution.

Interpretation

In these Terms, headings and bold type are for convenience only and do not affect interpretation and, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) other parts of speech and grammatical forms of a word or phrase defined in these Terms have a corresponding meaning;
- (c) a reference to a person includes an individual and a company, partnership, joint venture, association, corporation or other body corporate and a government agency;
- (d) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause (d) implies that performance of part of an obligation constitutes performance of the obligation;
- (e) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (f) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;

- (g) a reference to a party to a document includes that party's successors and permitted assigns;
- (h) no provision of these Terms may be construed adversely to us on the ground that we were responsible for the preparation of these Terms or that provision;
- (i) a reference to an agreement other than these Terms includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (j) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind;
- (k) a reference to liquidation includes official management, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
- (l) a reference to a body, other than us or you (including an institute, association or authority), whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (m) examples are descriptive only and not restrictive or exhaustive; and
- (n) 'we', 'us', 'our' and equivalent terms refer to MYOB Australia Pty Ltd (and where relevant, our Personnel) and 'you', 'your' and equivalent terms refer to an applicant for, or participant in, MYOB M-Powered Services (and where relevant, your Personnel).

All matters concerning the interpretation of these Terms and their application, in any specific or general case, may be determined by us in our sole discretion, and we need not give any reasons for our determination.



Australian Competition & Consumer Commission

Our Ref: C2002/357
Contact Officer: Danielle Staltari
Contact Number: (02) 6243 1362

PO Box 1199
Dickson ACT 2602
470 Northbourne Ave
Dickson ACT 2602
Australia
Ph (02) 6243 1111
Fax (02) 6243 1199

20 March 2002

Mr Michael Gray
Partner
Freehills
MLC Centre Martin Place
SYDNEY NSW 2000

Dear Mr Gray

Notification of Third Line Forcing – MYOB Australia Pty Ltd (N31129)

I refer to the above third line forcing notification lodged by MYOB Australia Pty Ltd (MYOB) on the 28 February 2002 with the Australian Competition and Consumer Commission (the Commission). This notification has been placed on the Commission's public register. Legal immunity from the Trade Practices Act came into effect on 14 March 2002.

The notification details a proposed arrangement in which MYOB will supply or offer to supply bill payment services on condition that customers acquire credit card merchant facilities from the Commonwealth Bank of Australia.

Acting under delegation from the Commission I have granted confidentiality for information contained in the confidential submission, as requested.

On the basis of the information that you have provided, I do not intend to make further inquiries at this time concerning the notified conduct.

Please note that the Commission may act to remove the immunity afforded by this notification at a later stage if it is satisfied that the likely benefit to the public from the conduct will not outweigh the likely detriment to the public from the conduct.

If you wish to discuss any aspect of this matter, please do not hesitate to contact Danielle Staltari on (02) 6243 1362.

Yours sincerely

Tim Grimwade
General Manager
Adjudication Branch.

