

Multipay

—
Terms and Conditions for a
Suncorp Bank Multipay Facility



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1 Introduction

- 1.1 Multipay is an online payment service we offer to our business customers to facilitate and manage the payment of creditors and receipt of debtor payments by the customer.
- 1.2 You confirm that you are using Multipay as a business customer and acknowledge that accordingly the ePayments Code will not apply.
- 1.3 Multipay can be used to access the following payment services (each a **Payment Module**).
 - (a) Direct Entry Debit for Direct Debit Transactions via Bulk Electronic Clearing System (BECS)
 - (b) Direct Entry Credit for making payments via Bulk Electronic Clearing System (BECS)
 - (c) Card Payment processing via MasterCard Payment Gateway System (MPGS)
 - (d) BPAY® Biller for receipt of debtor payments via the BPAY® Scheme
 - (e) BPAY® Batch Entry for payment of creditors via the BPAY® Scheme
- 1.4 To be able to enter into a Multipay Agreement with us you will need to:
 - (a) have at least one Payment Module; and
 - (b) hold one or more eligible business transaction accounts with us which you use as a Nominated Settlement Account for each Payment Module and as your Nominated Fee Account.
- 1.5 Where applicable, the Banking Code of Practice applies to your Multipay Agreement with us.
- 1.6 Your Customers who access Multipay to set up payments and otherwise respond to invoices and correspondence that you send them through Multipay may do so by entering into a direct agreement with the Multipay Supplier. We are not responsible for the conduct of the Multipay Supplier under that agreement or in respect of Your Customers.
- 1.7 We will not accept business customers for Multipay who promote, sell, or deal in any way or manner in patently offensive material which is

deemed unacceptable for sale by us or a Payment Scheme (such as child pornography).

2 About the Multipay Terms and Conditions

- 2.1 These are our general terms and conditions that apply to the access and use of the Multipay online platform, including the acceptance and processing of Multipay Transactions through Multipay.
- 2.2 All the other particular terms and conditions that apply to your Nominated Settlement Account(s), Nominated Fee Account and Payment Modules with us continue to apply in addition to these general terms and conditions, including one or more of the following, where applicable to your Multipay facility:
 - (a) Terms and Conditions for Suncorp Bank Accounts and Continuing Credit Accounts (**Account Terms and Conditions**);
 - (b) Direct Entry terms and conditions (special conditions for Debit User) (Refer to Schedule 1);
 - (c) Bulk Electronic Clearing System Credit User Application;
 - (d) Additional terms and conditions for Card payment processing (Refer to Schedule 2);
 - (e) BPAY® Biller Agreement or BPAY® Master Biller Agreement; and/or
 - (f) BPAY® Batch Payer Terms and Conditions.

A copy of the above terms and conditions can be accessed at any Suncorp Bank Branch or by phoning us on 13 11 75. The Account Terms and Conditions can also be accessed by visiting our website.

- 2.3 It is a condition of your Multipay Agreement that you must comply with the other particular terms and conditions described in clause 2.2, where applicable.
- 2.4 If we provide in writing any particular terms and conditions with respect to a Payment Module (including as described in clause 2.2 and as set out in a Schedule to this document) that differ from these general terms and conditions, in relation to that Payment Module those particular terms and conditions will prevail over a clause in these general terms and conditions to the extent they differ.

- 2.5 By clicking on the "Activate Account" button in the Suncorp Bank Multipay Account Access email we send you, you accept and agree to be bound by these general terms and conditions, any particular terms and conditions contained in a Schedule (if applicable to your Multipay facility) and your Multipay Letter of Offer, which together form your Multipay Agreement. You certify that you have the necessary powers to enter into the Multipay Agreement.
- 2.6 The meanings of important words or phrases and the rules of interpretation applicable to these terms and conditions are set out in clause 24.

3 Amending the Multipay Agreement

- 3.1 Subject to the law and any applicable Code, we can change, add to, delete or vary your Multipay Agreement at any time:
- (a) where it is necessary to comply with the law, any applicable Code, guidance, general banking practice or Card Scheme rules;
 - (b) to reflect any decision of a court, ombudsman or regulator;
 - (c) to reflect a change in our systems or procedures, including for security reasons;
 - (d) to respond to changes in the cost of providing Multipay; or
- to make your Multipay Agreement clearer or to add features.
- 3.2 Where we change your Multipay Agreement we will give you the period of notice set down by the law, these terms and conditions or any applicable Code. If no period of notice is needed, we can make changes, variations, additions or deletions immediately and you might not be told of these before they happen.
- 3.3 We will give you notice at least 30 days in advance of a change to your Multipay Agreement if we believe that the change will be unfavourable to you. However, we may give you a shorter notice period, or no notice, of an unfavourable change if we believe doing so is, in our reasonable opinion, necessary for us to manage a material and immediate risk.

- 3.4 If we introduce or change a Government Fee and Charge we will notify you reasonably promptly after the government notifies us of the Government Fee and Charge, however, we do not have to notify you if the government publicises the introduction or change.
- 3.5 We will notify you of a change to your Multipay Agreement by one or more of the following methods:
- (a) advice on or with your statement or invoice; or
 - (b) a notice in writing, including on Electronic Equipment (including electronically through Multipay); or
 - (c) a notice in the national media.
- 3.6 We may (but are not obliged to) publish information about changes to your Multipay Agreement in national media in addition to providing notice to you in any other manner described in clause 3.5.

4 Accessing Multipay

- 4.1 In order to create and access a Multipay facility you must:
- (a) provide us with a valid email address;
 - (b) activate your Multipay facility by clicking on the "Activate Account" button in the Suncorp Bank Multipay Account Access email we send you;
 - (c) create a password to access your Multipay facility; and
 - (d) follow our other reasonable requirements or directions.
- 4.2 The email address provided will be used by us to communicate with you about your Multipay facility, your Multipay Agreement and Payment Modules within your Multipay facility.
- 4.3 Your Multipay facility can be accessed through an internet web browser and any other means we notify you from time to time.
- 4.4 You agree that any persons who are authorised signatories to any Nominated Settlement Account with full use and access are authorised by you to:

- (a) have full access to view your Multipay facility;
- (b) provide and authorise Instructions and otherwise have full use of Multipay in relation to a Payment Module where that person is an authorised signatory of the Nominated Settlement Account for that Payment Module;
- (c) initiate and authorise Instructions that constitute a payment request to Your Customer;
- (d) where the person is not an authorised signatory of a Nominated Settlement Account, initiate (but not authorise) Instructions for that Nominated Settlement Account to be debited; and
- (e) add and remove Finance Users and Sales Users.

4.5 You agree that:

- (a) a Finance User, once added to Your Multipay facility, will have all the same rights as an authorised signatory of any Nominated Settlement Account within your Multipay facility, except they will not be able to add or remove other Users or authorise Instructions for the Nominated Settlement Account to be debited;
- (b) a Sales User, once added to your Multipay facility, will have view access, the ability to create a profile for Your Customer, initiate and authorise Instructions that constitute a payment request to Your Customer and initiate (but not authorise) Instructions for the Nominated Settlement Account to be debited; and
- (c) Instructions initiated by a Finance User or Sales User for a Nominated Settlement Account to be debited will need to be authorised by an authorised signatory of that Nominated Settlement Account.

4.6 If a Nominated Settlement Account requires two signatories to authorise a transaction on that account then Instructions provided by Multipay in relation to the relevant Payment Module will also need to be approved by both signatories (as Users).

4.7 You must ensure that each User keeps their User ID and password secure and secret and prevents

unauthorised access and use of them. This includes, without limitation:

- (a) If you or a User selects an access code or a password, that code or password should not represent an attribute of you or a User for example date of birth, driver's license number or a recognisable part of your or their name or a relative's name, nor should the code or password be a series of consecutive or the same numbers.
- (b) You must tell us quickly and without delay (including outside of business hours) if you think someone knows any of your or your User's access information. Where applicable, you should also change that access information as soon as possible.
- (c) You and your Users must not voluntarily disclose any access information to anyone, including a family member or friend.

4.8 You must tell us promptly if you or any authorised signatory changes name, signature, residential or postal address, email address or phone number. We may require you to tell us in writing. If you tell us about these changes to your Multipay facility, we will only update those details in relation your Multipay facility. If these changes also need to be made to any Nominated Settlement Account, your Nominated Fee Account or any Payment Module you will need to expressly tell us that.

4.9 Each Nominated Settlement Account and Nominated Fee Account must be in the same name as the name to which the Multipay facility is provided.

4.10 You must ensure that any other person who operates your Multipay facility acts in accordance with this Multipay Agreement and the Manuals. Subject to law, you will be liable for any act or omission of any other person who operates your Multipay facility (whether or not you authorise them to do so) and we may enforce this Multipay Agreement against you, as if you had performed the act or failed to perform the act yourself, except to the extent that liability arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.

4.11 You must advise us promptly if your Multipay facility or your access to it is tampered with.

- 4.12 You use any third party processing or bureau services at your own risk. We are not liable for any, omissions, losses, claims, damages, costs including any consequential loss resulting from the acts or omissions of any third party (except to the extent that the omissions, losses, claims, damages, costs are the result of our fraud, negligence or wilful misconduct or that of our officers, employees, contractors or agents). This does not permit you to process Multipay Transactions on behalf of any other businesses through your facility.

5 Issuing of Instructions

- 5.1 We are only obliged to accept Instructions subject to the following conditions:
- (a) You provide us with Instructions through Multipay and within any timeframe we advise you from time to time.
 - (b) You comply with any security requirements for Multipay facility access and use as advised to you by us in writing from time to time to ensure security of the contents in Multipay and that those contents are free from tampering, unauthorised access and misuse.
 - (c) You provide us with your electronic address for the delivery by us of electronic confirmation of successful lodgement or otherwise of your Instructions.
 - (d) You act expeditiously on any advice either by telephone, SMS or e-mail from us of any difficulty that has occurred during transmission or request to correct any error within the Instructions.
 - (e) You take all reasonable precautions to prevent the sending of duplicate Files for processing.
 - (f) You comply with any limits and restrictions imposed by us on Instructions provided through Multipay, including in relation to the number and value of transactions in a particular File or Files as a one off or over a particular period of time. Such limits and restrictions will be set out in your Letter of Offer or otherwise notified to you from time to time.
- 5.2 Any failure to comply with the conditions outlined above may result in delays or non-processing of Instructions.

- 5.3 We can also delay or refuse to act on your Instructions where it is reasonably necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.

6 Processing of Instructions

- 6.1 You agree to use Multipay in accordance with the Multipay Agreement, any applicable Payment Module Terms and any Manual provided to you or as we specify from time to time.
- 6.2 We may, acting reasonably, elect not to process affected Multipay Transactions if you breach the Multipay Agreement or applicable Payment Module Terms.
- 6.3 You must advise us of the Processing Day you require each Multipay Transaction to be processed.
- 6.4 You must ensure that there are sufficient cleared funds in your Nominated Settlement Account on each Processing Day to pay the Settlement Funds for that Processing Day and any fees and charges to us.
- 6.5 We reserve the right to refuse to pay or process any credit transactions where there is insufficient clear funds in your Nominated Settlement Account on the Processing Day.
- 6.6 You are responsible for providing notice to Your Customer of any delay in processing Multipay Transactions that may occur.
- 6.7 You agree and authorise us to monitor Multipay Transactions you process and the use of the Multipay facility and investigate Multipay Transactions we find suspicious.

7 Processing Times

Direct Entry Transactions (Debit User and Credit User)

- 7.1 Direct Entry Instructions can be transmitted by you 24 hours a day, 365 days of the year.
- 7.2 If we receive Instructions before 4.00 pm (AEST) on a Business Day, those Accounts held with us should have funds available for withdrawal by the close of business on that day. Accounts held at

Financial Institutions other than us should be credited overnight with funds available for withdrawal on the next Business Day.

- 7.3 If we receive Instructions after 4.00 pm (AEST) on a Business Day, those Accounts held with us may not be credited until the next Business Day (**Next Day**) with funds available for withdrawal by close of business on the Next Day. Accounts held at Financial Institutions other than us should have funds available for withdrawal 2 Business Days from the day of receipt of the Instructions.
- 7.4 A payment may take longer to be credited to an Account at a Financial Institution other than us if the other Financial Institution does not process a payment as soon as they receive it. Availability of funds in the recipient Account is dependent on the processing times of other Financial Institutions and we cannot advise or provide any assurance as to how long it will take for these payments to be processed.

Card Transactions

- 7.5 Card Instructions can be transmitted 24 hours a day, 365 days of the year.
- 7.6 If we receive Instructions by 6.00 pm (AEST) on a Business Day, the Instructions will be processed via our payment gateway to the Card Issuer for approval. The total of approved transactions will be credited to your Nominated Settlement Account on that Business Day.
- 7.7 If we receive Instructions after 6.00 pm (AEST) on a Business Day, the Instructions will be processed via our payment gateway to the Card Issuer for approval. The total of approved transactions will be credited to your Nominated Settlement Account on the next Business Day.

BPAY® Biller and BPAY® Batch Entry Transactions

- 7.8 Processing times and other details are set out in the Payment Module Terms referred to in clause 2.2(f).

8 Limitation of liability

- 8.1 We will not be liable for any loss, cost or damage to you or any other person suffered or incurred or

which may arise directly or indirectly in connection with:

- (a) your use of Multipay;
- (b) processing Multipay Transactions by Multipay;
- (c) errors or omissions in any Instructions;
- (d) us being unable to credit your Nominated Settlement Account due to administrative or technical difficulties; or
- (e) the Multipay Agreement or any applicable Payment Module Terms,

other than to the extent such loss, cost or damage is caused by our negligence, fraud, wilful misconduct or breach of our legal obligation to you (including that of our officers, employees, contractors or agents).

- 8.2 Neither us nor you will in any circumstances be liable for any indirect or consequential loss, cost or damage suffered by the other party or a third party, including:

- (a) loss of reputation;
- (b) loss of profit, data, goodwill or business;
- (c) any interruption to business;
- (d) failure to realise anticipated savings;
- (e) loss of bargain; and
- (f) lost opportunities, including opportunities to enter into arrangements with third parties.

- 8.3 We will not be liable for any loss, cost or damage to you or any other person as a result of any delays, errors or failure in the execution of any Multipay Transaction due to:

- (a) the acts or omissions of the operator of, or other participant in, any Payment Scheme;
- (b) any breakdown or interruption in any Payment Scheme as a result of circumstances beyond our reasonable control; or
- (c) a third party's communications line or connection (whether broadband or other) being faulty or failing to operate for any reason whatsoever,

except to the extent the loss, cost or damage is caused by us or our officers, employees, contractors or agents.

8.4 To the extent permitted by law and unless otherwise stated in the Multipay Agreement, all terms, conditions and warranties imported or implied into the Multipay Agreement by law are excluded.

8.5 The “**Prescribed Terms**” are the terms, conditions and warranties that are imported or implied by law in contracts for the supply of goods or services that may not be excluded, restricted or modified at all or only to a limited extent. Our liability for breach of a Prescribed Term is limited where permitted by law to, at our reasonable discretion, either supplying the service again or paying the cost of the re-supply.

9 Your Indemnity

9.1 To the extent permitted by law, you indemnify us against any loss, cost or damage arising as a result of:

- (a) your use or operation of the services contemplated by the Multipay Agreement;
- (b) us providing the services contemplated by the Multipay Agreement to you;
- (c) us acting or refusing to act on your instructions;
- (d) us exercising or performing any of our rights or obligations in respect of you;
- (e) any dispute between you and Your Customer over goods or services supplied or the amount owing between you;
- (f) your failure, delay or refusal to comply with the Multipay Agreement or any applicable law, regulation or other obligation in respect of your use of the services contemplated by the Multipay Agreement for any reason whatsoever;
- (g) us acting or relying on any communication with respect to the services contemplated by the Multipay Agreement which we reasonably believe to be genuine, correct and appropriately authorised;
- (h) any act or omission by any third party, excluding any representative or agent of us, which directly or indirectly relates to your use of the services contemplated by the Multipay Agreement (including any

alteration of information by parties other than us, that results in the amounts or terms of any transactions or outstanding debts between you and us being misstated or misrepresented);

- (i) any enquiry, investigation, subpoena (or similar) or litigation with respect to you or with respect to your use of the services contemplated by the Multipay Agreement; or
- (j) the administration, and any actual or attempted preservation or enforcement, of any rights under the Multipay Agreement,

except to the extent that liability arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.

9.2 Any amount payable under any indemnity from you in the Multipay Agreement is payable on demand from us and in any event within 5 calendar days of receiving notice in writing from us.

9.3 Any indemnity from you in the Multipay Agreement continues after the Multipay Agreement ends.

10 Notification of Errors

10.1 If you become aware of any errors or omissions in any Instructions you must promptly notify us.

10.2 Where Instructions contain errors or omissions or are corrupted in any manner we may request you to provide duplicate Instructions. The duplicate Instructions must be provided within the timeframes and at the locations we specify. We will not be liable for costs incurred in providing duplicate Instructions except to the extent that any loss arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.

11 Settlement

Direct Credit & BPAY® Batch

11.1 You agree to have sufficient available funds in your Nominated Settlement Account to pay the Settlement Funds on each Processing Day.

11.2 Payment of Settlement Funds can be made by giving us an authority, in a format prescribed and acceptable to us, to debit the Nominated Settlement Account with the amount of Settlement Funds.

11.3 You must obtain our prior consent to change the Nominated Settlement Account (which will not be unreasonably withheld, having regard to our Legitimate Interests).

Card Processing

11.4 We will credit any Settlement Funds to the Nominated Settlement Account on the applicable Processing Day.

11.5 Settlement Funds are only available to the extent that the Card Transactions are paid by the Card Issuer.

Direct Debit

11.6 We will credit all Settlement Funds to the Nominated Settlement Account on the applicable Processing Day.

11.7 Settlement Funds are only available to the extent that the Direct Debit Transactions are paid by the Framework Participant.

11.8 Settlement funds from Direct Debit Transactions are subject to a 3 Business Day hold to allow return of unpaid items from Framework Participants.

12 Returns, Rejects and Dishonours

Credit Transactions

12.1 We will credit the Nominated Settlement Account with the value of any credit transaction that is returned, dishonoured or rejected.

12.2 We will debit the Nominated Settlement Account with any fees incurred or charged as a result of any returned, dishonoured or rejected credit transactions.

Debit Transactions

12.3 You must repay the amount of any debit

transaction (including a Direct Debit Transaction) that is returned, rejected or dishonoured for any reason by a Framework Participant.

12.4 We will debit the Nominated Settlement Account with the value of any debit transaction (including a Direct Debit Transaction) that is returned, rejected or dishonoured.

12.5 We will debit the Nominated Settlement Account with any fees incurred or charged as a result of any returned, rejected, or dishonoured debit transaction (including a Direct Debit Transaction).

12.6 You agree and indemnify us against any loss as a result of returned, rejected or dishonoured debit transaction (including a Direct Debit Transaction) except to the extent any loss is caused by our fraud, negligence or wilful misconduct or that of our officers, employees, contractors or agents.

12.7 Details of returned, rejected or dishonoured transactions will be provided on the Nominated Settlement Account statement.

12.8 Details of returned, rejected or dishonoured transactions can be provided by secure electronic means to an electronic address if requested by you.

13 Set Off and Debiting Accounts

13.1 In order for us to protect our Legitimate Interests, we can set off any amount owed by you to us against any amount we owe to you, including by charging the credit balance of any account you hold with us for any amount owed by you to us. We will notify you in writing if we do this. This does not apply to a loan regulated by the National Credit Code.

13.2 Without limiting any other provision of this document, you agree to pay and you agree that we can withdraw or debit without notice from:

- (a) your Nominated Settlement Account, refunded Multipay Transactions, credits we make in error or invalid credits we paid;
- (b) your Nominated Fee Account, fees and charges you have agreed to pay under the Multipay Agreement;

- (c) the applicable account with us (that is, the account from which the underlying payment (if any) is debited), Government Fees and Charges that apply and GST in respect of any supply made under this Multipay Agreement; and
- (d) any account you have with us, any of the above amounts, any fees, fines or penalties imposed on you or us by a Payment Scheme as a direct or indirect result of your failure to observe your obligations under the Multipay Agreement including any procedures set out in the Manuals, and any amounts an audit has shown are due by you to us.

14 Fees and Charges

- 14.1 Separate fees and charges apply to your Multipay facility and to each Payment Module.
- 14.2 You agree to pay all reasonable fees and charges at the times and in the manner set out in your Letter of Offer or which may from time to time be imposed by us as permitted by your Multipay Agreement.
- 14.3 The total of all fees and charges for Multipay each calendar month will be debited by us prior to the 5th calendar day of the following calendar month from your Nominated Fee Account. You will be provided with an itemised invoice showing the total volume and total value of Multipay Transactions each month for each Payment Module.
- 14.4 You can obtain a copy of the current fees and charges by telephoning us on 13 11 75.

15 GST

- 15.1 We will give you a Tax Invoice on a monthly basis, where required under GST Law.
- 15.2 All fees, costs, charges, considerations, prices and other amounts payable under this Multipay Agreement are quoted excluding GST.
- 15.3 Where a party (the **"Supplier"**) makes a taxable supply under this Multipay Agreement to the other party (the **"Receiving Party"**), the Receiving Party must pay to the Supplier the GST payable

on the taxable supply. The Supplier will provide a Tax Invoice where required by law.

16 Waiver and Additional Rights

- 16.1 Each party may exercise their rights, powers and discretions at any time within the limits of the law. If a party delays in exercising their rights, powers and discretions this does not mean that they give up those rights powers and discretions.
- 16.2 The rights in this Multipay Agreement are in addition to any other legal rights the parties have and all these rights can be used by you and by us.

17 Suspension and Termination

- 17.1 You may terminate the Multipay Agreement (in its entirety or in relation to one or more Payment Modules) by giving us at least 30 calendar days' prior written notice.
- 17.2 Subject to clause 17.3, we may by notice in writing to you:
 - (a) terminate the Multipay Agreement (in its entirety or in relation to one or more Payment Modules);
 - (b) suspend the services provided by us under the Multipay Agreement (in its entirety or in relation to one or more Payment Modules);
 - (c) update your status in Multipay so that no transactions for you or Your Customers (as the case may be) will be processed through Multipay; and/or
 - (d) take any other action which we think is reasonable and proportionate;
 such action to take effect, if:
 - (e) you fail to pay an amount due to us and such failure is not remedied within 2 Business Days;
 - (f) you are in breach of the Multipay Agreement in a material respect (if such breach is remediable we will allow you at least 10 Business Days after written notice from us to remedy the breach before termination, but may suspend some or all of the services during the remedy period if necessary to protect our Legitimate Interests);

- (g) you make a materially incorrect, misleading or untrue statement in connection with the Multipay Agreement or a Multipay Transaction;
 - (h) permitted or required to do so by applicable Payment Module Terms;
 - (i) we suspect on reasonable grounds that you, one or more of your Customers or someone acting on your or their behalf, are being fraudulent or conducting or facilitating criminal activity or terrorism;
 - (j) you, one or more of your Customers or someone acting on your or their behalf is using Multipay in a manner that will, or is likely to, materially adversely affect the integrity, stability or reputation of Multipay or the quality of services offered to you, Your Customers or other Multipay users;
 - (k) you are or are taken to be insolvent or bankrupt or subject to an insolvency, winding up or bankruptcy proceeding or you or your assets are subject to an external controller;
 - (l) if you are a partnership, there is a change in membership or ending of that partnership;
 - (m) if you are a trustee of a trust, you cease to be trustee of that trust or the trust is wound up;
 - (n) we are required to do so under the rules, regulations or procedures of a Payment Scheme or are otherwise requested to do so by one of the Payment Schemes;
 - (o) our membership to the applicable Payment Scheme is suspended, ceases or is cancelled for any reason; or
 - (p) our agreement with a Multipay Supplier to provide a key component of Multipay is terminated or suspended. In this case, we will use reasonable endeavours to process your payments in another manner until Multipay is re-instated or we are able to offer you a substitute product; or
 - (q) you fail to respond to Our reasonable request for information in relation to a Multipay Transaction processed by you; or
 - (r) your Financial Institution dishonours the fees charged by us for provision of Multipay
- 17.3 Unless there are exceptional circumstances (for example fraud, criminal activity), We will give you 30 calendar days' notice in writing before we take action under clause 17.2 at our reasonable discretion.
- ## 18 Consequences of Termination
- 18.1 Termination or suspension of your participation in Multipay (whether in its entirety or in relation to one or more Payment Modules) does not:
- (a) prejudice any claims either party may have against the other in respect of any then subsisting breaches of the Multipay Agreement or Payment Module Terms; or
 - (b) otherwise affect the accrued rights or remedies of either party including, without limitation, obligations to make adjustments relating to transactions or services initiated or processed before the date of termination.
- 18.2 Upon termination of the Multipay Agreement (in its entirety or in respect of one or more Payment Modules), you must:
- (a) cease promoting the affected services, including ceasing use of any affected Marks;
 - (b) advise your Customers that they can no longer make payments to you using the affected services within Multipay;
 - (c) continue to maintain each Nominated Settlement Account and the Nominated Fee Account and comply with your obligations in respect of the affected services for a period of 60 Business Days after termination;
 - (d) upon our request, return or destroy all stationary containing any affected Marks and all decals, equipment, guides and other material we gave you;
 - (e) upon our request, return or destroy our confidential information and Personal Information which are in your possession or control; and
 - (f) pay to us undisputed amounts that have become or do become due and payable to us in respect of the affected services.
- 18.3 We will no longer be obliged to accept payments through the affected Multipay services from Your Customers on your behalf if the Multipay

Agreement expires or terminates for any reason (in its entirety or in respect of one or more Payment Modules).

19 Privacy

- 19.1 Your privacy is important to us. We only collect, use or store your Personal Information (and any Personal Information of Your Customers that you provide to us or that we acquire through your use of Multipay) in accordance with the requirements of the Privacy Law and our Privacy Policy and Privacy Statement – Suncorp Bank which are available at www.suncorpbank.com.au/about-us/legal/privacy.
- 19.2 In order to provide you with Multipay, we may need to disclose your and Your Customers' Personal Information (including updates to such Personal Information notified to us) to the Multipay Supplier, Payment Schemes and Payment Scheme participants. If we do not disclose your and our Customers' Personal Information in this manner we will not be able to provide you with Multipay.
- 19.3 Accordingly, you agree to us disclosing such Personal Information described in clause 19.2 as is necessary to facilitate the provision of Multipay to you. You will obtain all necessary consents from Your Customers to enable this disclosure to occur.
- 19.4 By using Multipay, you or Your Customers may also disclose Personal Information directly to the Multipay Supplier, a Payment Scheme or a Payment Scheme participant. There may be separate privacy policies that apply to this disclosure, which are available from the relevant party to whom the disclosure was made.
- 19.5 You must comply with all Privacy Laws and all applicable industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Information which bind you or us or the Multipay Supplier.
- 19.6 You must notify us if any of your or, if applicable, Your Customer's Personal Information changes.
- 19.7 You (or Your Customers) can request access to Personal Information held by us by contacting us

in accordance with the procedures set out in our Privacy Policy.

- 19.8 Our Privacy Policy contains information about how you or Your Customer may complain about a breach of the Privacy Law by us, and the process by which the complaint will be handled.

20 Confidentiality and Restrictions on Use of Software and Intellectual Property

- 20.1 Each party must treat as confidential and will not disclose any information which comes into its possession as a result of any aspect of the Multipay Agreement, or use any such information other than for the purposes for which it was given. This obligation of confidentiality does not apply if the information is:
- (a) in the public domain or becomes generally known to the public other than through breach of the Multipay Agreement or any other obligation of confidence owed by the receiving party;
 - (b) known to the receiving party before it is disclosed to them;
 - (c) required to be disclosed by the receiving party under law or by order of a court; or
 - (d) developed independently of the information disclosed in connection with the Multipay Agreement.
- 20.2 The obligation of confidentiality extends, but is not limited, to:
- (a) disclosure of fees and charges contained in the Multipay Agreement; and
 - (b) any technology or know-how related to Multipay or the performance of the Multipay Agreement.
- 20.3 You must not:
- (a) access the software code (including object code, intermediate code and source code) of Multipay, either during or after the term of the Multipay Agreement;
 - (b) directly or indirectly, sell, export, re-export, transfer, divert, or otherwise provide Multipay,

products derived from or based on Multipay, the software code of Multipay or any other confidential information or intellectual property relating to Multipay (together the "Restricted Property") to any other person or entity;

- (c) copy, distribute, install, reproduce or in any way provide Restricted Property to a third party;
- (d) modify, adapt, translate, duplicate, disassemble, reverse assemble, reverse compile, or reverse engineer, or take similar action with respect to the Restricted Property for any purpose; or
- (e) create any derivative works based on the Restricted Property; or
- (f) use Multipay in any way that is unlawful, illegal or fraudulent or causes, or may cause, damage to the Restricted Property or impairment of the availability or accessibility of Multipay.

21 Notices from Us

- 21.1 You agree and consent to us giving you any notices, disclosure documents and other documents in relation to the Multipay Agreement:
- (a) by sending them by post to, or delivering them in person or leaving them at, the last address you gave us;
 - (b) where you provide us with an email address, by electronic communication to that email address;
 - (c) where you provide us with a mobile phone number, by SMS or text message to that mobile phone number; or
 - (d) electronically through Multipay.
- 21.2 If you do not provide us with the consents in clause 21.1 above as well as details of your email address and mobile phone number, then you may not be able to access Multipay and we may not be able to process Multipay Transactions for you.
- 21.3 Except where it contravenes a law, if we send mail to your last known address, it is taken to have been received seven business days after

posting. A certificate signed by one of our officers is evidence of the postage date and that the mail was posted on the date stated in the certificate.

- 21.4 Electronic communications sent by us to your email address or mobile phone number will be taken to be received by you at the time sent (unless we receive an automated message that the electronic communication has not been delivered).
- 21.5 Electronic communications sent by us to you via Multipay will be taken to be received by you at the time they were made available via Multipay.
- 21.6 Notwithstanding the consents in clauses 21.1(b), (c) and (d), we may still decide to send you paper copies in certain circumstances, including where electronic delivery is unavailable or we reasonably believe your email address or mobile phone number is not receiving the electronic communications we send.
- 21.7 You may request paper copies or withdraw the consents in clauses 21.1(b), (c) and (d) at any time and change to receiving notices, disclosure documents and other documents to your nominated mail address by calling us on 13 11 75. However, if you do this then you may not be able to access Multipay and we may not be able to process Multipay Transactions for you.
- 21.8 You must notify us if your notice details change.
- 21.9 You agree that the execution of any forms or documents, and the communication of that execution, by electronic means, including through the DocuSign system and via emails sent from an email address designated by you as the address for communications, is legally binding on you even if not authorised.
- 21.10 You agree to receive electronic communication from us after considering the risks in doing so, namely that your information could be received by a person who is not you or a person authorised by you or you will not receive notices if you do not notify us if you have changed your notice details.

22 Assignment

- 22.1 We may assign, novate, grant security over or otherwise deal with our rights and interests under this Multipay Agreement where it is in our Legitimate Interests to do so, provided that you then have and may exercise the same rights under your Multipay Agreement against the assignee as you have against us. We do not need your consent to do this. We will notify you in writing as soon as reasonably practicable if it is reasonable to do so.
- 22.2 You must not assign, novate, grant security over or otherwise deal with your rights and interests under this Multipay Agreement without our consent (which will not be unreasonably withheld).

23 Problems and Complaints

Most problems can be solved by simply talking to staff at your local Suncorp Bank Branch or telephoning our contact centre on 13 11 75.

However, we can also help you with any complaints you might have and we would like to hear about these.

If you have a complaint concerning any of our products or services, please tell us. You can tell us in any of the following ways:

- Telephone: **1800 689 762** (FREE CALL)
- Send us a fax on: 1300 767 337 (cost of a local call)
- Write to us at: Reply Paid 1453
Suncorp Bank Customer Relations
(4RE058)
GPO Box 1453
BRISBANE QLD 4001
- Email us at: bank.customer.relations@suncorpbank.com.au

or contact us in person at any Branch.

If our Branch or contact centre cannot resolve your complaint within 24 hours, our **Regional Office** will acknowledge your complaint within 3 days and endeavour to resolve it within 21 days.

For further information on our complaints handling process, please contact us on 13 11 75 or in person at any Branch.

What if you are not satisfied

We expect that our customer relations team will provide you with a fair and prompt resolution to your complaint. If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers and some small businesses.

You can contact AFCA by:

- Telephone: 1800 931 678 (free call)
- Address: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
- Website: www.afca.org.au
- Email: info@afca.org.au

AFCA will tell you if they can help you, as their services are not available to all customers.

We agree to accept an AFCA decision however you have the right to take legal action if you do not accept their decision.

If you want more information on AFCA, please ask us for a brochure.

24 General Definitions

"Account" means a transaction account, a term deposit, a cheque or card account.

"AEST" means Australian Eastern Standard Time.

"AusPayNet" means the Australian Payments Network Limited ABN 12 055 136 519.

"Authorisation" means an authorisation message you receive from a Card Issuer when you process a Card Transaction through Multipay or ask for an Authorisation.

"BECS" means the Bulk Electronic Clearing System (CS2) (including the direct debit scheme) which is a framework of systems and procedures for the conduct and settlement of exchanges of bulk electronic low value transactions in Australia between Financial Institutions which participate in BECS and is operated by AusPayNet.

"BECS Procedures" means procedures issued from time to time by AusPayNet and applying to BECS. The BECS Procedures are available at <https://www.auspaynet.com.au/resources/direct-entry>.

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

"BPAY® Biller" means the electronic payments service promoted by BPAY® which allows billers to receive bill payments from their customers through the BPAY® Scheme.

"BPAY® Payments" means the electronic payments service promoted by BPAY® which allows customers to pay bills to BPAY® Billers through the BPAY® Scheme.

"BPAY® Batch Entry" means a method of making BPAY® Payments to one or more billers by you compiling and transmitting an electronic file to us which contains payer directions.

"BPAY® Scheme" means the payment scheme operated by BPAY® and which facilitates BPAY® Payments.

"Business Day" means each weekday, Monday to Friday, that our Branches are open for business in Brisbane, Queensland, Australia.

"Car Rental Merchant" means you if you are a merchant that processes Card Transactions using Multipay for the purposes of renting cars to customers.

"Card" means a payment card, such as a debit or credit card, that can be used to process a transaction through a Card Scheme, that bears the applicable Card Scheme marks and that we accept within the terms of this Multipay Agreement.

"Card Fee" means a surcharge you are permitted to charge a Cardholder to recover the cost of processing a Card Transaction made using a Card.

"Card Issuer" means an approved Financial Institution that issues a Card to a Cardholder.

"Card Scheme" means the Mastercard, VISA Card and EFTPOS Payments Australia Schemes or any other Card payment schemes approved by us from time to time (for example American Express (AMEX) or Diners Club International Schemes), and in each case includes their international affiliates.

"Card Scheme Rules" means the rules which apply to the Card Schemes. We outline where you can locate copies of the Card Scheme Rules in your Letter of Offer.

"Card Transaction" means a Multipay Transaction which constitutes the purchase of goods and/or services from you by a Cardholder using their Card.

"Cardholder" means the person to whom a Card has been issued.

"Chargeback" means a debit to your Nominated Settlement Account, which we process, for the reversal of

a Card Transaction, which the Cardholder has disputed.

"Code" means any industry code of practice that we adopt or subscribe to that applies to us or Multipay in connection with the services we provide to you.

"Customer Claim" has the meaning provided in the BECS Procedures and relates to a claim by Your Customer disputing your authority to debit their Account.

"Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed.

"Debit User" means a person approved by us to process Debit Transactions using BECS.

"Direct Debit Request" or **"DDR"** means an authority and request from a person addressed to a Debit User authorising a Debit Transaction on an Australian bank account.

"Direct Debit Transaction" means a transaction where an Account of Your Customer at a Financial Institution is debited pursuant to a Direct Debit Request.

"E-Commerce" means a Card Transaction involving an order and payment for goods or services communicated using the Internet.

"File" means one or more items in an electronic format with information about Multipay Transactions which you import to Multipay.

"Finance User" is a User who is granted the rights described in clause 4.5(a).

"Financial Institutions" means any financial institution that you nominate in any Instructions to which we agree and at which Accounts are held and any financial institution that may be a Framework Participant or Appointor (as that term is defined in the BECS Procedures).

"Framework Participant" means a financial institution that is a participating member of BECS as a Framework Participant.

"Government Fees and Charges" means any amount any government or government authority charges that relates to an Account or a Multipay Transaction. This includes stamp duty, registration fees, financial institutions duty and account debits tax.

"GST" means Goods and Services Tax or any tax imposed by or through the GST Law on supply (without regard to any input tax credit).

"GST Law" has the meaning attributed to it in A New Tax System (Goods and Services Tax) Act 1999. This expression also includes if necessary or required any legislation which is intended to validate, recapture or recoup any GST or tax imposed by any Act otherwise included within the definition of GST Law.

"Hotel Merchants" means you if you are a merchant that processes Card Transactions using Multipay for the purposes of hotel/motel accommodation to customers.

"Instructions" means any instructions for Multipay Transactions you require us to process which you give to us by electronic transmission using Multipay.

"Invalid Transactions" means a Transaction that is listed as an "Invalid Transaction" in clause 41.

"Ledger Financial Institution" means a Financial Institution with whom an Account is held.

"Legitimate Interests" includes our legitimate business needs, risk management requirements, funding needs (including securitisation), prudential requirements and/or security requirements (including any reasonable response to material changes to our business or systems).

"Letter of Offer" means the letter issued to you which confirms approval of your Multipay facility and which contains details about your applicable Payment Modules, fees and charges, term and other commercial details about your Multipay facility, and any variation of that letter issued to you from time to time.

"Mail Order or Telephone Order Transactions" means a Card Transaction you process without the physical presence of the Card at the time the Card Transaction is made.

"Manual" means any of our manuals of procedures, instructions or materials that contain operational and technical information relating to Multipay or any Payment Module, as notified to you from time to time and includes the "Knowledge Hub" within Multipay.

"Marks" means any registered or unregistered trademarks and any other intellectual property used in connection with the Multipay facility, including "BPAY®", "Mastercard Payment Gateway Service" and "Multipay".

"Merchant Service Fee" means a fee payable to us calculated as a portion of the total value of all Card Transactions carried out by you via Multipay. The amount of your Merchant Service Fee is specified in your Letter of Offer.

"Multipay" means the services we provide under the Multipay Agreement as set out in clause 1.

"Multipay Agreement" means the agreement comprising these general Terms and Conditions, any particular Terms and Conditions for a Payment Module contained in a Schedule (if applicable to your Multipay facility) and the Letter of Offer.

"Multipay Supplier" means any third party who provides or supports any component of Multipay for us under a services agreement between us and the third party, or who enters into a direct agreement with Your Customers in order for Your Customers to access Multipay, and currently includes Axis IP Pty Ltd (ACN 613 002 430) trading as 'Paypa Plane'.

"Multipay Transactions" means individual transactions processed via a Payment Scheme.

"Nominated Fee Account" means an account you nominate for us to debit or credit fees and charges payable under this Multipay Agreement or a Payment Module. There may only be one Nominated Fee Account for Multipay as a whole.

"Nominated Settlement Account" means an account you nominate for us to debit or credit Settlement Funds for a Payment Module. You may nominate the same or different accounts for different Payment Modules.

"Payment Module" means a payment service described in in clause 1.3 which can be accessed through Multipay.

"Payment Module Terms" means the specific terms and conditions that apply to a particular Payment Module, as specified in clause 2.2 or as otherwise agreed between you and us.

"Payment Scheme" means BECS, a Card Scheme, the MasterCard Payment Gateway System and/or the BPAY Scheme.

"PCI DSS" means Payment Card Industry Data Security Standards. This refers to the data security standards mandated by any applicable Card Scheme to facilitate the protection of Cardholder payment data from unauthorised access. This standard applies to any party that processes, stores or transmits Card data.

"Personal Information" has the meaning given to that term in the Privacy Act 1988 (Cth).

"Privacy Law" means the Privacy Act 1988 (Cth) and any related regulations or codes, and the equivalent privacy law in any other applicable jurisdiction.

"Processing Day" means, in respect of a Multipay Transaction, the Business Day on which you require us to process that Multipay Transaction.

"Sales User" is a User who is granted access as described in clause 4.5(b).

"Security" means any guarantee and indemnity, mortgage, charge or other security interest including a term deposit and authority to set off deposits as we may request you provide to us under clause 45.

"Service Agreement" means the service agreement between the Debit User and a payer which is required to be entered into by the BECS Procedures in a manner which is compliant with the BECS Procedures.

"Settlement Funds" means, on any day for a particular Payment Module, an amount of money equal to the net aggregate amount of Multipay Transactions to be processed on that day for that Payment Module, as specified in one or more Instructions.

"Tax Invoice" has the meaning attributed to it in the GST Law.

"Users" means any person granted access to your Multipay facility in accordance with clause 4.

"we/us" means Suncorp Bank (Norfina Limited ACN 010 831 722, AFSL No. 229882) and its successors and permitted assigns.

"you/your" means any person, organisation or company who we have agreed may access Multipay to deliver Instructions to us. If more than one person is entitled to deliver Instructions, 'you' includes all those people, singularly and as a group. All references to "you" and "your" include the successors, administrators and permitted assigns of that person.

"Your Customer" means a person (other than you) to whom a Multipay Transaction is to be debited or credited (for example your staff or your customers or your other debtors or creditors).

25 Interpretation

25.1 Reference to the singular includes the plural and vice versa.

25.2 Reference to a person includes a body corporate, firm, partnership, trust, sole trader, unincorporated association, government or statutory body or authority and any other entity or business, and their respective successors and assigns.

25.3 Headings are for convenience only and do not affect interpretation.

25.4 If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

25.5 A reference to a party to this document or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).

25.6 A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

25.7 Reference to a gender includes all genders.

25.8 Any reference to "includes" is given by way of example and is not intended to limit the term it applies to.

25.9 A reference to a clause or schedule is a reference to a clause of schedule in the Multipay Agreement, unless the context requires otherwise.

25.10 The parties say that it is their intention that, in the interpretation of the Multipay Agreement:

- (a) if possible, words which have an ordinary meaning are given that meaning;
- (b) its provisions are to be interpreted broadly;
- (c) if a general term is used, it must be given a broad meaning; and
- (d) general terms must not be limited because of any rules of interpretation.

25.11 If a mandatory law or Code binding on us would apply to a particular provision so that it would make that provision invalid, void, unenforceable or in breach of an applicable law or Code, then the relevant provision will be read down and construed as if it were varied so we are not required or permitted to apply or rely on that provision in a manner or to the extent that is invalid, void, unenforceable or inconsistent with that law or Code.

25.12 If, despite clause 25.11, any provision is invalid, void, unenforceable or remains in breach of a law or Code, then that provision will be treated as ineffective and severed to the extent only that the provision is invalid, void, unenforceable or in breach but without invalidating the other parts of this document.

25.13 This Multipay Agreement is governed by the laws of New South Wales.

Schedule 1 – Additional Direct Entry Terms and Conditions (Special Conditions for Debit User)

Subject to the following terms and conditions, we agree to sponsor you so you can participate in BECS as a Debit User.

26 Conditions of Debit User Sponsorship

We will only sponsor you as a Debit User if:

- (a) you have entered into a Multipay Agreement with us;
- (b) you hold a valid Australian Payments Clearing Association Identification number (APCA ID) as a Debit User that has been issued by us; and
- (c) you comply with the terms and conditions of this Schedule 1.

27 Initiating a Direct Debit Transaction and Your Obligations

- 27.1 You must not initiate a Direct Debit Transaction through BECS unless you:
- (a) obtain a valid and binding Direct Debit Request from Your Customer allowing a Direct Debit Transaction to be processed to their Account via BECS; and
 - (b) enter into and provide a Service Agreement to Your Customer.
- 27.2 The Direct Debit Request and Service Agreement must comply with the requirements of the BECS

Procedures and must be in a format approved by us. A sample precedent Direct Debit Request and Service Agreement will be provided to around the time of activating your Multipay facility and are also available on request from us. However, we do not warrant that those precedents comply with the BECS Procedures and you are responsible for ensuring that your Direct Debit Request and Service Agreement comply with the BECS Procedures.

27.3 You must not initiate a Direct Debit Transaction through BECS if you have been advised by Your Customer or Your Customer's Ledger Financial Institution that Your Customer has cancelled, suspended, stopped or deferred the Direct Debit Request.

27.4 You agree that you will:

- (a) provide us with a copy of any Direct Debit Request and/or Service Agreement if we reasonably request it;
- (b) retain copies or records of each Direct Debit Request and Service Agreement in a format acceptable to us, for a period of 7 years from the date of the last Direct Debit Transaction processed under the Direct Debit Request and Service Agreement;
- (c) inform us if there are any significant changes in arrangements made in relation to the issue of Direct Debit Transactions by you;
- (d) not exceed the authority provided to you by Your Customer in any Direct Debit Request and/or Service Agreement;
- (e) provide 14 days notification to Your Customers if you change, cancel or alter any arrangements under any Direct Debit Request;
- (f) provide us with 14 days' prior notice of any material changes to your business structure, ownership, operating environment or name, including any mergers with other businesses or entities;
- (g) provide us with any information we may reasonably request from time to time in relation to your business and your financial position, within 14 days of our request;
- (h) act promptly in accordance with any instruction given by Your Customer to cancel, suspend, stop or defer a Direct Debit Request;

- (i) if we request, promptly provide us with any information we require in relation to a Direct Debit Request or Service Agreement;
- (j) ensure your policies and procedures in relation to Direct Debit Requests are set out clearly and in reasonable detail for Your Customers in the Service Agreement;
- (k) comply with all obligations of Debit Users detailed in the BECS Procedures;
- (l) comply with the terms and conditions contained in the Service Agreement and act in good faith when dealing with Your Customers, their Service Agreements and the BECS Procedures;
- (m) ensure that correct Account information appears on any Direct Debit Request;
- (n) ensure your nominated trace account is applied to each Direct Debit Transaction;
- (o) act in accordance with Your Customer's entitlement to cancel or suspend Direct Debit Requests addressed by them to their banks; and
- (p) act promptly in accordance with any instructions given by us to cancel or suspend a Direct Debit Request or to stop or defer individual Direct Debit Transactions from time to time.

28 Your Indemnity to Us

- 28.1 You must indemnify and keep us indemnified against any claims, actions, costs, losses or damages suffered by us either directly or indirectly:
- (a) as a result of you breaching any term of the BECS Procedures, including without limitation, initiating a Direct Debit Transaction for which you did not have authority or initiating a Direct Debit Transaction in reliance on incorrect Account information provided by Your Customer; and
 - (b) pursuant to the BECS Procedures as a result of us sponsoring your participation in BECS;
- except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents)

- 28.2 Without limitation, this indemnity may extend to the value of any affected Direct Debit Transaction, loss of interest, consequential losses or fees.

29 Disputed Direct Debit Transactions/Customer Claims Process

- 29.1 If any of Your Customers notifies you of a dispute, query, claim or complaint in relation to a Direct Debit Transaction, you must investigate it and deal with it promptly and in good faith.
- 29.2 If we receive a Customer Claim from a Ledger Financial Institution (including from us because Your Customer holds an Account with us) disputing a Direct Debit Transaction on behalf of Your Customer, we will forward you details of the Customer Claim. You must investigate the details of the Customer Claim and advise us in writing whether you accept or reject the Customer Claim.
- 29.3 If the date of the disputed Direct Debit Transaction is less than twelve (12) months before the date of the Customer Claim, you must advise us whether you accept or reject the Customer Claim by the close of business four (4) Business Days after we advise you of the Customer Claim.
- 29.4 If the date of the disputed Direct Debit Transaction is twelve (12) months or more before the date of the Customer Claim, you must advise us whether you accept or reject the Customer Claim by the close of business twenty (20) Business Days after we advise you of the Customer Claim.
- 29.5 If you accept the Customer Claim, we will debit your Nominated Settlement Account for the value of the disputed Direct Debit Transaction and return the funds to the Ledger Financial Institution that submitted the Customer Claim.
- 29.6 If you reject the Customer Claim, you must provide us with evidence of your authority to effect the disputed Direct Debit Transaction within the relevant time frame specified in clauses 29.3 and 29.4.

- 29.7 If you fail to meet your obligations specified in clauses 29.3, 29.4 and 29.6, you will be deemed to have accepted the Customer Claim and we will debit your Nominated Settlement Account for the value of the disputed Direct Debit Transaction and return the funds to the Ledger Financial Institution that submitted the Customer Claim.
- 29.8 Even if you reject the Customer Claim within the nominated time, we reserve the right to review the evidence of your authority provided under clause 29.6 and either accept or reject the Customer Claim on your behalf.
- 29.9 If we accept the Customer Claim on your behalf in the circumstances outlined in clause 29.8, we will debit your Nominated Settlement Account for the value of the disputed Direct Debit Transaction and return the funds to the Ledger Financial Institution that submitted the Customer Claim.
- 29.10 If a Customer Claim is accepted in any other way allowed under the BECS Procedures, then we will debit your Nominated Settlement Account for the value of the disputed Direct Debit Transaction and return the funds to the Ledger Financial Institution that submitted the Customer Claim.
- 29.11 If there are insufficient funds in your Nominated Settlement Account to debit any amount referred to in this clause 29 that amount is still payable by you and we can debit any other account you have with us for that amount and/or demand immediate payment of that amount.

30 Use of Logos and Materials

- 30.1 You are authorised to use logos, names or other related material in relation to Direct Debits Requests on forms and correspondence as provided in the BECS Procedures.
- 30.2 If you cease to be a Debit User, you must cease using any logos, names or other related material in relation to Direct Debit Requests as provided in the BECS Procedures.

31 Cancellation of Access to BECS

- 31.1 We may immediately cancel your access to BECS as a Debit User if in our reasonable opinion there has been a material change in your circumstances to the extent that you are no longer considered suitable to be a Debit User. Without limitation, a material change in your circumstances may include reduced financial standing, integrity or reliability.
- 31.2 If we cancel your access to BECS pursuant to clause 31.1 we will not be liable for any claims, actions, costs or losses in connection with that cancellation except to the extent that the claims, actions, costs or losses arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.

Schedule 2 – Additional Terms and Conditions for Card Payment Processing

32 General Obligations of Parties

- 32.1 We agree to provide you with a Card payment processing Payment Module via Multipay on the terms and conditions set out in your Multipay Agreement (including this Schedule 2), in order to facilitate processing Card payments to you by Your Customers. We will process all valid Card Transactions you accept under this Multipay Agreement.
- 32.2 You agree that you will:
- (a) only use your Multipay facility and process Card Transactions in accordance with the Multipay Agreement;
 - (b) comply with all relevant laws, rules and regulations relating to the acceptance of Card Transactions for processing including the Card Scheme Rules;
 - (c) only submit Card Transactions for processing that have not infringed upon the intellectual property rights of another;
 - (d) not submit for processing any Card Transactions that are illegal;

- (e) be bound by any regulations, by-law or rules we make in the manner specified under your Multipay Agreement;
- (f) authorise us to obtain a copy of your credit reference at any time during your Multipay Agreement, where permitted by law;
- (g) make sure all information you give us is materially true and correct;
- (h) clearly and prominently disclose to a Cardholder if a Card Fee will apply to the Card Transaction and the amount of the Card Fee (expressed as a dollar figure or a percentage), before the Cardholder enters into the Card Transaction;
- (i) ensure that your business and any service providers who participate in the transmission, acceptance or storage of Card payment details for your business on your behalf, fully comply with the PCI DSS standard;
- (j) follow all the procedures we give you in the Multipay Agreement for processing a sale or refund;
- (k) not process any Card Transactions utilising your own Card unless you are purchasing goods/services for your own use;
- (l) keep confidential any Cardholder information you receive;
- (m) not connect us in any binding way with the sale of goods and services; and
- (n) not process transactions on behalf of any other businesses through your Multipay facility.

33 Cards Accepted and Not Accepted

- 33.1 Card Transactions for all Cards displaying the Mastercard or VISA Card Scheme logo, or their international affiliates, can be processed via Multipay.
- 33.2 Unless we authorise you to and you have a separate agreement with other schemes (e.g. American Express, Diners Club) Card Transactions for those schemes cannot be processed via Multipay. If we authorise you to input Card Transactions for other schemes via Multipay we can charge you a fee.

34 Cardholder Creditworthiness

- 34.1 Just because a Cardholder has been issued with a Card or has had a Card Transaction processed or Authorisation given in respect of a Card Transaction, it does not guarantee or confirm:
 - (a) the validity of the Card Transaction;
 - (b) the identity of the Cardholder;
 - (c) the Cardholder is creditworthy; or
 - (d) that you have followed this Multipay Agreement.
- 34.2 You cannot make a claim against us that we have guaranteed or confirmed any of these matters as a result of us supplying your Multipay facility.

35 Processing Card Transactions (including Refunds)

- 35.1 You must:
 - (a) only use Multipay for Card Transactions under this Multipay Agreement;
 - (b) upon written notification from us, supply us with full details of your web hosting providers, SSL provider and expiration date of SSL certificate;
 - (c) upon written notification from us, disclose details of all service providers (other than us and the Multipay Supplier) that you engage with to enable the acceptance of Card payments and their compliance with PCI DSS;
 - (d) only process Mail Order or Telephone Order Transactions and E-commerce Transactions if we have expressly agreed to this in writing;
 - (e) prominently display (including on your website) and make accessible to Your Customer upon request, a fair policy which deals with refunds and disputes;
 - (f) process all Card Transactions immediately through Multipay;
 - (g) process all reversal or adjustment Card Transactions within thirty (30) calendar days of the original Card Transaction if the original Card Transaction was in error;

- (h) only submit a Card Transaction for processing once the underlying transaction is completed or the goods or services have been shipped or provided;
- (i) process all Card Transactions in Australian dollars unless we authorise you in writing to do otherwise;
- (j) not process a Card Transaction that has previously received a declined authorisation message;
- (k) not process a Card Transaction or refund against a personal Card as a method to transfer funds;
- (l) not process Card Transactions on behalf of other merchants, businesses or people; and
- (m) not process Card Transactions when we ask you not to or after your Multipay facility has ended.

35.2 You must:

- (a) unless the original card is no longer available or an initial attempt to process a refund of a Card Transaction to the original card is unsuccessful, complete a refund of a Card Transaction to the Card that was used for the original purchase if a Cardholder returns the goods or cancels the service (including where a price adjustment is required) and the right to return, cancellation or adjustment was a condition of the Card Transaction;
- (b) not refund any amounts originally paid by Card in cash unless the original card is no longer available or an initial attempt to process a refund of a Card Transaction to the original card is unsuccessful
- (c) not process a refund that doesn't relate to an original sale.

35.3 You are liable for any unauthorised refund Card Transactions processed unless the liability arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.

36 Data Security

36.1 If you store Card related payment information in any format you need to comply with the Global

Payment Card Industry Data Security Standard ("PCI DSS"). This standard is designed to protect the confidentiality, availability and integrity of customer data. We may ask you to show compliance to these standards at your cost via a self-compliance questionnaire, a network scan and / or an on-site security assessment using Card Scheme qualified personnel.

36.2 You are required to complete PCI DSS accreditation within 3 months of our notification for you to complete this accreditation.

36.3 Non completion of the PCI DSS accreditation program will place your Multipay facility in the non compliant status which will attract non compliance fines from the Card Scheme which will be passed on to you.

36.4 You must comply with the Data Breach procedures detailed below immediately upon suspected or known breaches of confidential Cardholder payment details, whether or not the breach has occurred through your service provider or otherwise.

36.5 If you have suffered a Data Breach, you must:

- (a) identify the cause of the event and immediately notify us;
- (b) isolate or unplug any affected systems from all affected networks;
- (c) cease installing or making any changes to software;
- (d) tighten security controls pertaining to all affected networks;
- (e) implement and follow a disaster recovery plan as required by a gateway provider/data processor who represents to us that they are compliant and will continue to be compliant with PCI DSS standards and agrees to comply with our requirements including security and technical standards;
- (f) maintain a rigorous audit trail of all actions taken to isolate and rectify the event; and
- (g) commence calculating the total number of customers and card numbers potentially compromised that may arise from such event and notify us in writing of the results of such calculations as soon as possible, but in any

event within a 24 hour period of the Data Breach.

36.6 If you have suffered a Data Breach, you must give us and our agents full access to your systems and databases to facilitate a forensic analysis to ascertain:

- (a) what Card data has been compromised;
- (b) what weaknesses in the system permitted the unauthorised access to the database; and
- (c) whether Card data was created, deleted, altered, copied or manipulated in any manner.

36.7 If you use the services of an external service provider, you must ensure that we and our agents are given full access to necessary outsourced components such as databases and web hosting systems. All reasonable costs of the forensic analysis will be passed on to you.

36.8 Following a Data Breach, in order to continue processing Card Transactions, you will have to undergo a full PCI DSS accreditation. All costs of this accreditation exercise will be borne by you.

36.9 We may be obliged to report Data Breach events to Card Schemes, law enforcement agencies and/or Australian regulators. Your acceptance of this Multipay Agreement confirms that you understand this obligation and grant irrevocable and enduring consent for us to release details of any such Data Breach to these bodies.

36.10 Your acceptance of this Multipay Agreement irrevocably confers upon Suncorp Bank the enduring right subject to law to contact any service providers that enable you to acquire Card Transactions. This clause is limited to the purpose of determining the extent of a Data Breach, assessing remedies for that Data Breach and assessing your level of compliance with PCI DSS.

37 Mail Order and Telephone Order (MOTO) & E-Commerce Transactions

37.1 To the extent that there is any inconsistency between this clause and any other clause within the Multipay Agreement, this clause will apply.

37.2 When processing MOTO and E-Commerce Transactions using your Multipay facility, you acknowledge that you will be liable for all Cardholder disputed Card Transactions except to the extent that liability arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.

Mail and Telephone Order Transactions

37.3 All Mail and Telephone Order Transactions when processed through your Multipay facility will automatically obtain an authorisation as part of the Card Transaction.

37.4 It is accepted that Card Transactions based on Mail or Telephone Orders may be completed without the Cardholder's signature.

37.5 For all Mail / Telephone Order Transactions you must provide the Cardholder, if requested, a receipt containing the information set out below, as soon as possible after processing a Card Transaction:

- (a) transaction amount;
- (b) date (and time if practical);
- (c) a description that identifies the goods or services provided;
- (d) the account type; and
- (e) details of Card and you as the merchant.

37.6 For all Telephone Order Transactions, in addition providing the information required in clause 37.5, you must provide a receipt number for the Card Transaction and keep a record of the number.

E-Commerce Transactions

37.7 All E-Commerce Transactions when processed through your Multipay facility will automatically obtain an authorisation as part of the Card Transaction.

37.8 You must:

- (a) keep all information that you input or maintain in Multipay in connection with Card Transactions true, accurate and up to date;

- (b) not significantly modify the type of goods or services you offer (payment for which is processed via Multipay) without notifying us;
- (c) not offer for sale goods or services or display material that are illegal, obscene, offensive or are otherwise inappropriate and not violate any applicable law or regulation;
- (d) not store, keep, retain or make accessible to anybody any Cardholder information, including the full Card number to the Cardholder unless we agree or if required by law; and
- (e) display images of the Card types accepted.

37.9 You must ensure that sufficient information is inputted into Multipay so that the Cardholder can obtain a receipt which contains the information listed below from their Multipay account/access point:

- (a) transaction amount;
- (b) date (and time if practical);
- (c) a description that identifies the goods or services sold;
- (d) the account type; and
- (e) details of Card and your DBA (doing Business as) name.

37.10 You are responsible for all goods and services offered by you payment for which is processed via Multipay, all materials used or displayed by you in connection with those goods and services (including via Multipay), and all acts or omissions that occur via Multipay in connection with those goods and services.

38 Hotel Merchants – Transaction Processing Requirements

38.1 This clause 38 applies if you are a Hotel Merchant.

38.2 All Hotel Merchants need to participate in the Hotel Reservation Service. This service stipulates that the Hotel Merchant must:

- (a) obtain the Cardholder's name, Card number, name embossed on the Card and Card expiration date for its billing information;

- (b) quote the reserved accommodation rate and the exact name and physical address of the accommodation location;
- (c) inform the Cardholder that one night's lodging will be billed if the Cardholder has not either registered by check-out time the day following the scheduled arrival date or properly cancelled the reservation; and
- (d) provide a reservation / confirmation code and advise the Cardholder to retain this in case of a dispute;

and, if requested by the Cardholder, provide written confirmation of the following information:

- (e) Cardholder name, Card number and Card expiration date;
- (f) confirmation code;
- (g) exact physical address of the establishment;
- (h) the Hotel Reservation Service provisions relating to the Cardholder's obligation; and
- (i) any other reservation details.

38.3 In relation to cancellations, you must:

- (a) Accept all cancellations prior to the specified time.
- (b) Not require cancellation notification more than 72 hours prior to the scheduled arrival date. If the Cardholder makes the reservation within 72 hours of the scheduled arrival date, the cancellation deadline must be no earlier than 6.00 pm Hotel Merchant outlet time on the arrival date or date guaranteed. If you require the Cardholder to cancel before 6.00 pm for the outlet time on the date guaranteed then you must mail the cancellation policy, including the date and time that the cancellation privileges expire to the Cardholder.
- (c) Provide a cancellation code and advise the Cardholder to retain it in case of a dispute.
- (d) If requested by the Cardholder mail a confirmation of cancellation which is to include the Cardholder's name, Card number, Card expiration date, the cancellation code and any other cancellation details.

38.4 You must hold the room(s) available according to the reservation until check out time the following

day if the Cardholder has not claimed or cancelled the hotel reservation. When this situation has occurred the Hotel Merchant must complete a Card Transaction that contains the following:

- (a) amount of one nights lodging plus applicable tax;
- (b) date of no show;
- (c) assigned room number;
- (d) Cardholder name, Card number and Card expiration date;
- (e) words 'No-Show' on the signature line of the Card Transaction receipt.

38.5 If you have not held the room for the Cardholder and they arrive within the specified period you are obligated to provide a room.

38.6 If you are unable to provide a room, you are obligated to provide at no additional charge a comparable room for one night, transportation to the other accommodation house, and a three minute domestic or long distance telephone call, whichever the Cardholder deems necessary to advise of the change of location.

38.7 If you have accepted a Cardholder's booking through a third party booking agency and the Cardholder cancelled their reservation according to the third party booking agency's cancellation policy and they have a cancellation number, then you cannot process a 'No Show' Card Transaction to the Cardholder's Card. These instances are to be resolved between you and your appointed third party booking agent – not the Cardholder.

38.8 When the Card Transaction is initiated you must request an authorisation for an estimated Card Transaction amount. You may estimate the Card Transaction amount for authorisation based on the following:

- (a) Cardholder's intended length of stay;
- (b) room rate;
- (c) applicable tax; and
- (d) service charge rates.

38.9 If the Card issuer declines a subsequent authorisation request, you are guaranteed to have processed the cumulative amount of previous authorisations plus 15%.

38.10 For a delayed or amended charge Card Transaction you must:

- (a) process the Card Transaction within 90 calendar days of the transaction date of the related Card Transaction;
- (b) only include such items as room, food or beverages charges;
- (c) have the Cardholder's consent to be liable for delayed or amended charges;
- (d) create a Card Transaction receipt that includes the words Signature on file; and
- (e) send a copy to the Cardholder at the address shown in your records.

39 Car Rental Merchants – Transaction Processing Requirements

39.1 This clause 39 applies if you are a Car Rental Merchant.

39.2 When the Card Transaction is initiated you must request an authorisation for an estimated Card Transaction amount. The estimated Card Transaction amount for authorisation can be based on the following:

- (a) Cardholder's intended car rental period;
- (b) rental rate;
- (c) applicable tax; and
- (d) mileage rates.

You cannot include charges representing either the vehicle insurance deductible amount or the amount to cover potential damages when the Cardholder waives insurance coverage at the time of the rental.

You must disclose to the Cardholder at the time of the rental the amount for which the authorisation was obtained.

39.3 A charge for loss, theft, or damage must be processed as a separate Card Transaction from the original car rental period. The Cardholder must authorise the charge after being informed of the loss, theft or damage once you are able to provide a reasonable estimate of the cost to repair the damages etc.

If the Cardholder chooses to pay for the repairs using their Card, you must provide the estimated amount for repairs indicating that the amount will be adjusted accordingly pursuant to completion of the repairs and submission of the invoice for such repairs.

The final Card Transaction amount may not exceed your estimated amount by more than 15%. If the final cost of repairs is less than the estimated amount then you must complete a refund Card Transaction.

You have 30 calendar days from the date of the subsequent Card Transaction related to damages to submit the item to be cleared.

39.4 If the Card issuer declines a subsequent authorisation request, you are guaranteed to have processed the cumulative amount of previous authorisations plus 15%.

39.5 For a delayed or amended charge Card Transaction you must:

- (a) process the Card Transaction within 90 calendar days of the transaction date of the related Card Transaction;
- (b) only include such items as fuel, insurance, rental fees, damage to rental vehicles, parking tickets, and traffic violations;
- (c) have the Cardholder's consent to be liable for delayed or amended charges;
- (d) create a Card Transaction receipt that includes the words Signature on file; and
- (e) send a copy to the Cardholder at the address shown on the rental contract.

For parking tickets or traffic violations, you must provide documentation from the appropriate authority, including the license number of the rental vehicle, time and location of the violation, statute violated and the amount of the penalty in local currency.

For rental car damage the Car Rental Merchant must provide all of the following:

- (f) copy of the rental agreement;
- (g) estimate of the cost of the damages from an organisation that can legally provide repairs in the car rental company's country;
- (h) civil authority's accident report (if applicable);
- (i) documentation showing the Cardholder's consent to pay for damages with their Card;
- (j) any other pertinent documentation available to demonstrate the Cardholder's liability; and
- (k) copy of your insurance policy if your car rental company requires that the Cardholder pay an insurance deductible for damages. In lieu of the insurance policy you can provide a copy of the car rental agreement showing the Cardholder's consent to be responsible for the insurance deductible as indicated by their signature or initials. The Cardholder's signature must be in proximity to the disclosure.

40 Recurring Card Transactions

If you take recurring Card Transactions you must:

- (a) obtain the Cardholder's permission to periodically charge for recurring services. This permission can be in a format including, but not limited to, email or other electronic records or hard copy correspondence;
- (b) retain this permission for the duration of the recurring services and provide it upon our request; and
- (c) provide a simple and easily accessible online cancellation procedure if the Cardholder requested the goods or services online initially.

41 Invalid Transactions

41.1 A Card Transaction is an Invalid Transaction if:

- (a) the Card Transaction is illegal;
- (b) the Card Transaction is not authorised by the Cardholder or authorised Card user;
- (c) the Card Transaction is split over two or more Cards;

- (d) you request or use a Card number for any purpose other than as payment for the goods and / or services;
- (e) you charged more than your normal price for goods and services (except where you are permitted to charge a Card Fee);
- (f) the Card Transaction is to collect or refinance an existing debt using a Card (including dishonoured cheques);
- (g) you did not supply or do not intend to supply the goods or services;
- (h) a refund Card Transaction does not relate to an original sale;
- (i) you processed a Card Transaction knowing or in circumstances where you should have known that the Card is being used without the authority of the Cardholder;
- (j) you were notified by us not to accept the Card being used in the Card Transaction(s);
- (k) a Card Transaction is processed on behalf of another merchant, business or person;
- (l) Australian dollars are not used;
- (m) the goods or services are not supplied from within Australia (unless we have consented to supply from an international location);
- (n) you did not act in accordance with the Multipay Agreement in relation to the Card Transaction;
- (o) you processed a Card Transaction knowing (or in circumstances where you should have known) that the Card Transaction was fraudulent; or
- (p) a Mail Order, Telephone Order or E-Commerce Transaction was processed without specific prior authorisation in writing from us to process this type of Card Transaction.

41.2 We can decide, acting reasonably, whether or not a Card Transaction is invalid if:

- (a) the Cardholder disputes liability for the Card Transaction for any reason;
- (b) there is a set-off claim or counterclaim; or

(c) at a later stage we identify that a Card Transaction is invalid.

41.3 We may, acting reasonably, refuse to accept or may charge back any Invalid Transactions we have processed to your Nominated Settlement Account or any other account you have with us.

41.4 We reserve the right, acting reasonably, where we suspect that a Transaction is an Invalid Transaction, to:

- (a) withhold payment; and
- (b) place a hold on your Nominated Settlement Account or any other account you have with us for an amount equal to the amount we believe could become owing in respect of the suspected Invalid Transaction.

41.5 We will investigate a Card Transaction, and if, acting reasonably, we determine that it is an Invalid Transaction, we will:

- (a) pay the Invalid Transaction;
- (b) refuse to process the Invalid Transaction and return the Card Transaction to you; or
- (c) where the Invalid Transaction has been processed, charge back the Card Transaction.

41.6 Subject to law, we are not liable for any Invalid Transaction or losses or inconvenience you or a Cardholder or any other person incurs because of Invalid Transactions, except to the extent that liability arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.

41.7 You are liable for Invalid Transactions or any loss arising from unauthorised use of your refund password except to the extent that the loss arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.

42 Your Records

- 42.1 For all Card Transactions and refunds of Card Transactions (including cash refunds processed in accordance with clause 35.2(a)), you must keep records for 13 months after the Card Transaction or refund date in a secure location. In addition, you must keep any evidence of the Cardholder's request to order the goods or services and instructions to process the Card Transaction for at least 13 months (e.g. order form, fax advice etc).
- 42.2 You must give us evidence reasonably satisfactory to us of a Card Transaction or a refund of a Card Transaction within 7 days if we ask for it. If you cannot do this for a Card Transaction and we cannot collect the amount of the Card Transaction from the Cardholder, we can debit your Nominated Settlement Account for the Card Transaction amount unless we cannot collect as a result of fraud, negligence or wilful misconduct of us or our representatives.
- 42.3 You must keep records of accounts, receipts, invoices and other documents relating to Your obligations under this Multipay Agreement.
- 42.4 You must let us examine your records relating to any Card Transaction or refund of a Card Transaction. You must give us copies of these records, if we ask for them. You agree to allow us or our agent to have access to your place of business, during business hours, to examine your records and take copies. We will give You 7 days' notice if we require access to your place of business.
- 42.5 You cannot sell, buy, exchange or provide any information about a Cardholder or Card Transaction except:
- (a) to us;
 - (b) to your professional advisors (e.g. your accountant, solicitor etc);
 - (c) to the Card Issuer; or
 - (d) when requested by law.

- 42.6 When the period for which you are required to keep records has expired, you must ensure that you destroy Card Transaction records. The documents must be destroyed in a secure manner so that any customer information including any Card number is obliterated.

43 Additional Termination Rights and Consequences of Termination

- 43.1 In addition to our rights in clause 17, we can cease providing this Payment Module immediately if:
- (a) you make unauthorised changes to your Nominated Settlement Account for this Payment Module;
 - (b) you have not processed transactions for a period of one month or longer and we cannot contact you;
 - (c) you receive an excessive number of Chargebacks against this Payment Module;
 - (d) if you or anyone associated with your Multipay facility is operating as a money remitter; or
 - (e) you refuse to provide Security to us in accordance with clause 45.
- 43.2 If your Nominated Settlement Account for this Payment Module was opened at the same time as your application for this Payment Module and your application for this Payment Module is declined (and the account is not the Nominated Settlement Account for any other active Payment Module), we will close the Nominated Settlement Account.
- 43.3 If your access to this Payment Module ends you agree we can tell any person that this Payment Module has ended as necessary in the ordinary course of business.
- 43.4 If you are an individual, you also agree that under section 18N(1)(b) of the Privacy Law we can give a credit provider information that your access to this Payment Module has ended and why it ended.

- 43.5 You also authorise us to disclose to any Card Scheme advice of termination of your access to this Payment Module and the reasons for that termination.
- 43.6 You acknowledge that the information concerning termination of your access to this Payment Module then becomes available to any member of the Card Scheme(s).
- 43.7 This information, available to any member of the Card Scheme(s), may be used in assessing subsequent applications for merchant facilities, and may result in the application being declined.

44 Advertising

- 44.1 You must not:
- (a) indicate or imply that a Card Scheme endorses any of your goods or services;
 - (b) refer to a Card Scheme in stating eligibility for your products, services or membership.

45 Security

At any time that it becomes reasonably necessary to protect our Legitimate Interests, we may request that you provide us with Security of a reasonable type, and to secure an amount specified by us. You may refuse to provide Security to us but if you do not agree to provide us with the requested Security, we may elect to terminate this Payment Module immediately. If we choose to exercise our right to terminate this Payment Module under this clause, we will retain and do not waive the right to recover from you any monies, debts costs or expenses that are owed in relation to this Payment Module notwithstanding the termination of this Payment Module.

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How to contact us



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13 11 75



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suncorpbank.com.au



Local
Branch