

Osko and PayID Customer Terms

Effective 31 March 2023

About these Customer Terms

These Customer Terms set out the terms and conditions applicable to your use of the Osko® and PayID® payments services.

These Customer Terms should be read in conjunction with any other terms and conditions applicable to your account. If there is any inconsistency between those terms and conditions and these Customer Terms, these Customer Terms will apply to the extent of that inconsistency, unless these Customer Terms expressly state that they should be read subject to those terms and conditions.

These Customer Terms are issued by:

Newcastle Permanent, part of Newcastle Greater Mutual Group Ltd
ACN 087 651 992
Australian Financial Services Licence/Australian credit licence 238273

How to contact us

You can contact us at any of our branches or by calling 13 19 87. You can also find out general information about our services by visiting our website at newcastlepermanent.com.au

Part A – Osko Payments

1. Osko

- a. We subscribe to Osko under the BPAY® Scheme.
- b. Osko is a service that allows you to send and receive payments in near real time with close to immediate availability of funds 24 hours a day using the new payments platform infrastructure.
- c. The Osko service we provide allows you to make and receive payments with individuals and organisations. The service also enables you to set up future dated and recurring payments. Currently, the Osko payment service is only available to make and receive payments within Australia.
- d. You and each person you authorise to operate your account can use Osko to **make** payments if:
 - i. you are registered and have full access to our internet banking service;
 - ii. Osko is available on your account. You can determine whether Osko is available on your account by visiting our website at newcastlepermanent.com.au/osko;
 - iii. the recipient's PayID is not locked; and
 - iv. we and the recipient's financial institution both support Osko payments.
- e. You will be able to **receive** Osko payments if:
 - i. Osko is available on your account. You can determine whether Osko is available on your account by visiting our website at newcastlepermanent.com.au/osko;
 - ii. your PayID is not locked; and
 - iii. we and the financial institution of the person who wishes to make a payment to you both support Osko payments.
- f. To use the Osko payment service, login to our internet banking service at newcastlepermanent.com.au

2. Transaction limits

- a. Daily limits apply to the transactions you make on your account. Our current default limits are available at newcastlepermanent.com.au/daily-limits or by contacting us. Those limits may be reduced or increased on request by you (subject to any maximum limits or restrictions noted on the Payment Limits webpage). If you reset your daily limit above our default limits, this may increase any potential liability with any unauthorised transactions. If you have any concerns about what this may mean for you, please contact us.
- b. You can ask us to increase or reduce those daily limits, subject to the Product Schedule applicable to your account (for personal accounts) and the business accounts schedule (for business accounts). We may on reasonable grounds refuse to increase the daily limit. If we agree to increase the daily limit, this may increase your potential liability for unauthorised transactions. If you have any concerns about what this may mean for you, please contact us.
- c. We may also reduce the daily limit applying to your account at any time if we consider it reasonably necessary to protect us or you (including if we detect suspicious activity or fraud on your account). We will give you notice as soon as practicable after we reduce your daily limit.
- d. For more details about the PayID service please see our Frequently Asked Questions on our website at newcastlepermanent.com.au/osko

3. Payment directions

- a. To make a payment using the Osko payment service, you must direct us to make a payment on your behalf. You can give us a direction through our internet banking service at newcastlepermanent.com.au
- b. A payment direction can be given by you, a joint account holder or an authorised signatory on your account. Our Account Access Terms and Conditions (for personal accounts) and our Terms and Conditions for Business Accounts (for business accounts) describe when we will act on the instructions of any persons you have authorised to operate your account.

- c. We will debit your account with the amount of that Osko payment on the date requested.
- d. We require the following information from you to make an Osko payment from your account:
 - i. the amount of the payment;
 - ii. either the recipient's PayID or their BSB and account number; and
 - iii. a transaction description of up to 280 characters that will appear on the recipient's transaction record.
- e. We are not obliged to effect an Osko payment if:
 - i. you do not give us all of the above information or if any of the information is inaccurate;
 - ii. we reasonably consider the Osko payment may be fraudulent or may result in a person breaching applicable laws;
 - iii. the payment description contains offensive material; or
 - iv. it may pose a risk to our systems or integrity, or the systems or integrity of the New Payments Platform (NPP) or the Osko payment service.
- f. You should ensure that all information you provide in relation to an Osko payment is correct as we will not be able to cancel an Osko payment once you have given us a direction.

4. Receiving payments

Provided your account is eligible to receive Osko payments (see clause 1(d)), persons may make payments to your account using Osko.

5. Your liability for mistaken payments, misdirected payments and unauthorised transactions

5.1 Your liability for mistaken payments

- a. A mistaken payment is an Osko payment directed to the wrong account due to the sender's error (or the error of any person authorised to operate the sender's account). For example a mistaken payment may occur because:
 - i. you provide us with an incorrect PayID or BSB and account number;
 - ii. the recipient of the payment advised you of the incorrect PayID or BSB and account number; or
 - iii. you select the incorrect recipient from your Osko payee list.
- b. If you receive a mistaken payment into your account and we are required to send the funds back to the payer's account, you authorise us to withdraw the funds from your account and return these to the payer's account.
- c. If you make a mistaken payment, you should report it to us. We will always inform you in writing of the outcome of our investigation within 30 business days of the report being made. The table below sets out what our processes are for investigating mistaken payments, depending on the time period in which you notify us that you have made a mistaken payment.

When you notify us	What we will do
Within 10 business days of making the payment	We will request that the financial institution that received the payment return the funds to us
Between 10 business days and 7 months of making the payment	We will request that the recipient's financial institution investigate the reported mistaken payment
7 months after making the payment	We will report the mistaken payment to the recipient's financial institution and ask them to seek the consent of the mistaken recipient to return the funds to you

- d. Before we will investigate a mistaken payment, we must first be satisfied that a mistaken payment has occurred (if we are not satisfied that a mistaken payment has occurred, we are not required to take any further action, however we may ask the recipient's financial institution to investigate).
- e. If the recipient's financial institution is satisfied that a mistaken payment has occurred, they must return the funds to us within the time period specified under applicable laws once we have asked them.
 - i. If there are insufficient credit funds available in the account of the unintended recipient of the mistaken payment, the recipient's financial institution must use reasonable endeavours to retrieve the funds from the mistaken recipient (e.g. by facilitating repayment by instalments).
 - ii. Where the mistaken payment recipient is receiving income support payments from Centrelink, the recipient financial institution must recover the funds from the mistaken payment recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.
- f. If the recipient's financial institution is not satisfied that a mistaken payment has occurred, they may decide to seek the consent of the mistaken recipient to return the funds to you. If the recipient's financial institution receives this consent, they may send the funds back to us in which case we will then return the funds back to you as soon as practicable.

- g. If the recipient's financial institution does not release the funds to us, you will be liable for the loss arising from the mistaken payment. You can make a complaint to us if we are not satisfied that a mistaken payment has occurred or where you are not satisfied that we have complied with the processes and timeframes set out in this document. If you complain:
 - i. we will deal with the complaint under our internal dispute resolution procedures;
 - ii. we will not require you to complain to the recipient's financial institution;
 - iii. if you are not satisfied with the outcome of your complaint, you can make a complaint to our external dispute resolution scheme; and
 - iv. we and the recipient's financial institution must cooperate with the decision of the external dispute resolution scheme.

5.2 Your liability for misdirected payments

- a. A misdirected payment is a payment you initiate that is paid to the incorrect account because your PayID Name or PayID is incorrectly registered or maintained by us.
- b. You will not be liable for misdirected payments that are not the result of your conduct.
- c. Where we and the sending financial institution determine that a payment you have received is a misdirected payment initiated by another person, we may without your consent deduct from your account an amount up to the original amount of the misdirected payment. We will notify you as soon as possible after we have done so.

5.3 Your liability for unauthorised transactions

- a. You must tell us promptly if you:
 - i. did not authorise an Osko payment that has been made from your account; or
 - ii. think that you have been fraudulently induced to make an Osko payment.
- b. You will not be liable for losses arising from unauthorised transactions:
 - i. caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements;
 - ii. resulting from unauthorised Osko payments where it is clear that you have not contributed to the loss;
 - iii. that arise from Osko payments which required the use of your codes and that occurred before you received your codes;
 - iv. resulting from unauthorised Osko payments occurring after you have given us notice of a breach of security of a payment facility;
 - v. arising because the codes are forged, faulty, expired or cancelled; or
 - vi. that are caused by the same transaction being incorrectly debited more than once to the same account.
- c. You will be liable where we can prove on the balance of probabilities that you contributed to the losses caused by unauthorised transactions because:
 - i. you acted fraudulently; or
 - ii. you did not comply with the security requirements set out in our Account Access Terms and Conditions (for personal accounts) or our Terms and Conditions for Business Accounts (for business accounts).

In these cases you will be liable for the actual losses which occur before we are notified of an unauthorised transaction or breach of security, but you will not be liable for any of the following amounts:

- iii. the portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s) or periodic transaction limits;
 - iv. the portion of the losses incurred on any account which exceeds the balance of that account (including any pre-arranged credit);
 - v. all losses incurred on any accounts for which it had not been agreed could be accessed using the relevant payment facility; and
 - vi. any losses incurred as a result of you disclosing, recording or storing a code in a way that is required or recommended by us, such as when you provide your code to an aggregator service or store your codes in an electronic wallet on your computer.
- d. Where we can prove on the balance of probabilities that you have contributed to the losses caused by an unauthorised transaction because you unreasonably delayed in notifying us that:
 - i. your codes have been lost, stolen or misused; or
 - ii. your codes have become known to someone else,
 you will be liable for the actual losses which occur between when you became aware of the possibility of an unauthorised transaction being performed and when we were actually notified, but you will not be liable for any of the following amounts:
 - iii. the portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s) or periodic transaction limits;
 - iv. the portion of the total losses incurred on any account which exceeds the balance of that account (including any pre-arranged credit); and
 - v. any losses incurred as a result of you disclosing, recording or storing a code in a way that is recommended by us such as when you provide your code to an aggregator service or store your codes in an electronic wallet.

- e. Where your codes were required to perform the unauthorised transaction and clauses 5.3(b) to 5.3(d) do not apply, you will be liable for the lesser of:
 - i. \$150;
 - ii. the balance of your account (including any pre-arranged credit); or
 - iii. the actual loss incurred at the time we are notified (where relevant) of the breach of security excluding the portion of the losses incurred on any one day which exceed any applicable daily transaction or other periodic transaction limit(s).
- f. If more than one code is required to perform a transaction and we can prove that you breached the security requirements set out in our Account Access Terms and Conditions (for personal accounts) or our Terms and Conditions for Business Accounts (for business accounts) for one or more of the codes (but not all the codes), you will be liable as specified in clause 5.3(c) above if we can prove that the breach was more than 50% responsible for the losses being incurred (when assessed together with all the contributing causes).

5.4 Other investigations we may carry out

We may carry out our own investigations in relation to your account or use of the Osko payment service without giving you notice where such notice is likely to compromise the integrity of Osko or the BPAY Scheme (e.g. if the investigation relates to your alleged fraud).

Part B – PayID

6. PayID

6.1 Making and Receiving Osko payments using PayID

- a. The PayID service is a payment addressing service managed by the NPP that enables you to make and receive NPP payments using an alternative identifier (e.g. a mobile telephone number or email address) instead of a BSB and account number (this alternative identifier is your PayID).
- b. The creation of a PayID is optional and you do not need to have a PayID to receive payments through Osko. If you do not have a PayID, a person making a payment to you can use your BSB and account number instead.
- c. Before you can create your PayID for your account with us, you must satisfy us that you either own or are authorised to use your chosen PayID and nominate an eligible account. We will provide you with a selection of eligible accounts.
- d. Whether you choose to create a PayID for your account or not, you may use a payee's PayID to make NPP payments to the payee from your account provided that:
 - i. we and the payee's financial institution support the NPP payment service;
 - ii. the payee's account can receive the NPP payment; and
 - iii. the PayID is not locked.
- e. For more details about the PayID service please see our Frequently Asked Questions on our website at newcastlepermanent.com.au/osko

6.2 Creating your PayID

- a. You can create a unique PayID through our internet banking service at newcastlepermanent.com.au. We will not create a PayID for you without your prior consent. We will ensure that your PayID and account details are accurately recorded in the PayID service.
- b. Any persons you have authorised to operate your account may also create a unique PayID for your account.
- c. When you register for the PayID service we will allocate you a shorthand name called a "PayID Name" that reflects your account name and will be used to identify you as the sender and recipient of Osko payments. Depending on the policy of the sender's financial institution, your PayID Name may be displayed to the sender of an Osko payment to you.
- d. You may choose to have one or more PayIDs for your account. You may, for example, use two different mobile telephone numbers as PayIDs for receiving Osko payments to your account or a mobile and an email address.
- e. Once a PayID is created and associated with an account, it may not be used in relation to any other account with us or with any other financial institution.
- f. You can review the full list of types of PayID we will allow you to use in connection with your account at newcastlepermanent.com.au/osko. We may update this list from time to time.
- g. You may create a PayID as long as you are eligible to use that type of PayID. For example, if we allow organisation identifiers (such as ABNs, ACNs, ARBNs and ARSNs) they will be restricted to business customers only.
- h. You must confirm to us that you own or have the right to use your chosen PayID before you can use it. We may ask you to provide evidence to establish your ownership or right to use a PayID to our satisfaction.
- i. The PayID service does not support duplicate PayIDs. If you try to create a PayID for your account which is identical to another PayID, you will see an error message.
- j. We may refuse to register a PayID for use by an organisation to make or receive Osko payments if it is not representative of the organisation, it is misleading or does not contain the information we ask you to provide on registration. You may still receive Osko payments from an organisation using an organisation identifier even if we do not permit organisations to create a PayID using an organisation identifier.

6.3 Changes to your PayID

- a. You must promptly notify us of any change to your details, including ceasing to own or being authorised to use a PayID.
- b. You may change or update a PayID linked to your account with us through our internet banking service at newcastlepermanent.com.au

6.4 Transferring the PayID on your account with us to another account

- a. You can transfer a PayID on your account with us to another account with us or to an account with another financial institution by making a request through our internet banking service at newcastlepermanent.com.au. You can transfer your PayID at any time unless the PayID is closed or locked (see clauses 6.6 and 6.7). We will endeavour to transfer a PayID within one business day of receiving your request unless we otherwise agree. We may require you to use an additional authentication process when you instruct us to transfer a PayID on your account (for example to verify your identity).
- b. A transfer of a PayID to another financial institution is initiated by us but completed by that institution. Until the transfer is completed, Osko payments to your PayID will be directed to the account it is registered to. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain with your original account.

6.5 Transferring your PayID from another financial institution to an account with us

- a. You can transfer your PayID on an account with another financial institution to your account with us at any time. To transfer a PayID that you created for an account with another financial institution to an account with us, you will need to start the process with that financial institution.

6.6 Closing a PayID

- a. You can close a PayID by making a request through our internet banking service at newcastlepermanent.com.au. We will close a PayID within one business day of receiving your request.
- b. You must notify us immediately if you no longer own or have authority to use a PayID.
- c. We may also close a PayID at any time if we reasonably determine this is necessary, including if:
 - i. we reasonably suspect the PayID has been used for a fraudulent purpose;
 - ii. we have evidence that you no longer have the right to use a PayID;
 - iii. we close your account and you do not open another account with us; or
 - iv. your PayID has been inactive for a significant length of time.
- d. If we close your PayID you will not be able to use it to receive Osko payments.

6.7 Locking and Unlocking a PayID

- a. You agree that we may lock your PayID if we reasonably suspect that your PayID is being misused or used fraudulently. Requests to unlock a locked PayID may be made through our internet banking service at newcastlepermanent.com.au
- b. While your PayID is locked, you will not be able to receive Osko payments, transfer your PayID or make any changes to your PayID.

6.8 Joint accounts

- a. If you have a joint account, you and each other joint account holder can each create a unique PayID for that account.
- b. If joint account holders have unique PayIDs, each joint account holder will, depending on the PayID settings, be able to see the messages and notifications associated with all Osko payments on the joint account (and not just those made by the joint account holder with that PayID). You can obtain more information regarding the use of PayIDs by joint accounts at newcastlepermanent.com.au

6.9 Privacy

- a. By creating your PayID, you acknowledge that you authorise:
 - i. Registration of your PayID with the PayID service hosted by NPP Australia Limited (NPP Australia);
 - ii. us to record your PayID, PayID Name and Account details (including full legal account name) in the PayID service; and
 - iii. your PayID name to be displayed with your PayID, to help payers to identify who they are paying, where your PayID is entered as the address for an intended payment (for example, if your mobile number is your PayID, any person may see your PayID Name where they enter your mobile number in the payee address field of their internet banking); and
 - iv. us sharing your PayID information with the PayID service for other parties, including NPP Australia, BPAY Pty Limited, Reserve Bank of Australia, PayID service participants or financial institutions and related service providers.
- b. To the extent that the creation and use of the PayID Record constitutes a disclosure, storage and use of your personal information within the meaning of the Privacy Law, you acknowledge and agree that you consent to that disclosure, storage and use. The information may also be used for reasonable secondary purposes (such as tracing and investigations).

7. Security of information

For details about the security requirements which apply to your account, please see 'Securing your payment facilities' in our Account Access Terms and Conditions (for personal accounts) or our Terms and Conditions for Business Accounts (for business accounts), which are available on our website newcastlepermanent.com.au/terms-and-conditions.

8. Fees and charges

If there is a fee for using the Osko payment service this will be described in the applicable Product Schedule (for personal accounts) or the business accounts schedule (for business accounts) relating to your account.

9. Payment disputes and investigations

- a. If you have a payment dispute or query, you should contact us at 13 19 87 or visit one of our branches for assistance as soon as possible.
- b. If we cannot immediately resolve the matter, we will:
 - i. acknowledge receipt of your dispute promptly and inform you in writing of the procedures we will follow to investigate and resolve the matter;
 - ii. investigate the dispute;
 - iii. if necessary, decide upon the appropriate action; and
 - iv. respond to you within 21 days of receiving your dispute, advising you in writing of the outcome of the investigation or the need for more time to complete the investigation.
- c. When we have completed our investigation of your dispute, we will promptly inform you in writing of the outcome of that investigation and the reasons for that outcome (including references to relevant clauses of the ePayments Code, if applicable to your account).
- d. However, we may not provide you with written advice if your dispute is settled (with your agreement) immediately or within 5 business days of us receiving notice of your dispute. Unless your dispute has been resolved completely in your favour, we will also inform you of any further action you can take, including any avenue of review or appeal you might have against our decision through our Internal Disputes Resolution Committee. You should address your request for your dispute to be reviewed in writing to:

By Post: **Disputes Resolution Committee**
Newcastle Permanent
PO Box 5001, HUNTER REGION MC NSW 2310

By Email: **Subject: Disputes Resolution Committee**
feedback@newcastlepermanent.com.au

- e. We will inform you in writing of the decision made by the Internal Disputes Resolution Committee. We will also inform you of any further action you can take, including any avenue of review or appeal you may have against the Committee's decision through an external dispute resolution service. We will also provide you with the contact details of that external dispute resolution service, which is provided free of charge.
- f. Usually, we take less than 45 days from the time we receive your formal dispute to complete our investigation.
- g. If we are unable to resolve the dispute within 45 days, we will inform you of the reasons for the delay, provide you with monthly updates on the progress of your dispute and specify a date by which a decision can reasonably be expected however we may not do this if we have requested a response from you which we have not yet received.
- h. If as a result of our investigation of your dispute we decide that your account has been incorrectly credited or debited, we will immediately make adjustments to your account and notify you in writing of those adjustments.
- i. If on completion of our investigation we decide that you are liable for at least part of the amount of the transaction, we will make available to you copies of any documents or other evidence relevant to the outcome of our investigation, including information from any logs or audit trails relating to the transaction.
- j. As an alternative to the procedure described above, if we decide to resolve the dispute in your favour, we may adjust your account accordingly within 7 business days of receipt of that dispute and inform you of any further action you can take in respect of the ePayments Code (if applicable to your account), including contact details of an external dispute resolution service.
- k. For further information on our dispute resolution procedures, please ask your local branch or call us on 13 19 87.

9.1 Making a complaint

- a. If you would like to make a complaint about our any of our products and services, you can raise your complaint through any of the below contact methods:

By mail: **PO Box 5001 HRMC NSW 2310**

By phone: **13 19 87**
Monday to Friday 8am – 6pm
Saturday 9am – 2pm

From overseas: +612 4907 6501

By email: enquiries@newcastlepermanent.com.au

By Internet Banking: log in and send a secure message

Visit our website: newcastlepermanent.com.au

- b. Where possible, we will address your concern as quickly as possible. In nearly all cases, you can expect your concern will be resolved within 7 days. However, depending on the nature of the issue, in the event it takes us longer than 7 days to resolve or investigate, we'll ensure that you're regularly updated. If we are unable to resolve your complaint within 30 days, we'll let you know why and, with your written agreement, work out a new timeframe with you.

If you're not satisfied with our decision or how we have managed your issue or complaint, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

10. Notifications

- a. Where the law and any industry code we have adopted allows, we may communicate with you electronically. Examples of electronic communication include us sending you emails (including eStatements) at an email address you have supplied, communicating with you via internet banking, or other similar methods. If you have any concerns about what this may mean for you, please contact us.
- b. Where we communicate with you electronically:
- i. you will not receive a paper record of the communication; and
 - ii. if you wish to retain the message for subsequent reference you will need to either print the message or store the message for later display, printing or listening.
- c. You may at any time vary any address or number through which you receive electronic communication. You may also terminate an agreement to receive communications from us electronically any time by notifying us. In the event that such an agreement is terminated, we will only communicate with you by mail or by other non-electronic means.
- d. Subject to the requirements of any applicable law, such as the Corporations Act 2001 or the National Credit Code, where you make an Osko payment through our internet banking service and you are able to view a transaction record or receipt on completion of the transaction (which you can save or print), we may not provide you with a paper transaction record or receipt of that transaction.

11. Limitation of liability and indemnity

- a. Except as set out in these Terms and Conditions or as required by the rules applicable to our participation in the Osko payment service, we will not be liable for any loss or damage you suffer as a result of using Osko (including any failure to, or delay in, effecting a payment).
- b. You must indemnify us against any reasonable loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
- i. did not observe any of your obligations under these Customer Terms; or
 - ii. acted negligently or fraudulently in connection with other terms and conditions of your account.

12. Suspension and cancellation

- a. We may acting reasonably cancel, suspend or limit your access to the Osko payment service at any time without prior notice to you if we consider it necessary to protect you or us, if we are no longer able to offer the Osko payment service or you are no longer obliged to use Osko payment service.
- b. Without limiting the circumstances in which we may cancel or suspend your access to Osko, we may cancel or suspend your access to Osko if:
- i. we believe your member number or codes (including your PayID) are being used, or will be used, in a way that will cause loss to you or us;
 - ii. you or any authorised user breach any of the terms and conditions;
 - iii. its use may cause loss to you or us;
 - iv. we reasonably believe you induced us to provide you with access to Osko by fraud;
 - v. your account is closed;
 - vi. we are required to do so by law or court order;
 - vii. any user is suspected of being involved in fraudulent activity in dealing with us;
 - viii. we deem your use is inappropriate or we have reasonable grounds to suspect that your use is in breach of laws;
 - ix. our membership to the BPAY Scheme or our subscription to Osko is suspended, ceases or is cancelled for any reason; or
 - x. you no longer have access to our internet banking service under the terms and conditions applicable to your account.

- c. If we cancel or suspend your access to Osko in accordance with clause 12(a) or clause 12(b) we will notify you as soon as practicable afterwards. If following cancellation or suspension you want to continue to use Osko you may request to have it reinstated (if Osko is still available) by contacting us.
- d. If we cancel or suspend your access to Osko, we may refuse any directions you provide us to make an Osko payment without giving any reason or advance notice to you.
- e. You are responsible for cancelling any future dated or recurring transactions that are linked to Osko when your access to Osko is cancelled.
- f. If our membership to the BPAY Scheme or our subscription to Osko is suspended, ceases or is cancelled for any reason you will no longer be able to direct us to make payments using Osko or be able to receive payments using Osko to your account with us.

13. Changes to terms

These Customer Terms are correct as at the date stated on the cover. We can change these Customer Terms at any time (including by imposing new fees and charges). You will be notified in accordance with applicable laws on or before the day the change takes effect either in writing or by advertisement in a major newspaper, by electronic communication (if you have consented and consent is required by law) or in any other way permitted by law. You may not be notified of changes if such notice is not required, or of changes which reduce your obligations or which are not reasonably considered by us to be materially adverse to you. It is your responsibility to notify all authorised users of all changes.

The most recent Customer Terms can always be found on our website newcastlepermanent.com.au/terms-and-conditions

14. Privacy and confidentiality

- a. In order to provide you with services under Osko, you agree to us storing and using your personal information for the purpose of enabling Osko payments to be sent and received and for reasonable secondary purposes in relation to Osko payments (including tracing transactions and investigations).
- b. We may need to disclose your personal information (including updates to such personal information) to BPAY, NPP Australia and/or persons who provide goods or services to BPAY in connection with the Osko payment system. If we do not disclose your personal information to these persons, we will not be able to provide you with services under Osko.
You agree to our disclosing to BPAY, NPP Australia and persons who provide goods or services to BPAY in connection with Osko and such other financial institutions involved in Osko such personal information relating to you as is necessary to facilitate the provision of the Osko payment service to you.
- c. For further information about how we manage your privacy (including how you may complain about a breach of the *Privacy Act 1988* (Cth)), please refer to our Privacy and Credit Reporting Policy at newcastlepermanent.com.au/privacy-policy

15. Miscellaneous

15.1 Your obligations for future dated and recurring payments

It is your responsibility to:

- i. ensure at all times that sufficient funds are available in your account to meet the future dated or recurring payment on the due date; and
- ii. arrange a suitable alternate payment method, if the arrangements are stopped, either by you, us, or by the nominated financial institution.

15.2 Governing law

- a. These Customer Terms and the transactions contemplated by them are governed by the laws of New South Wales.
- b. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them for determining any dispute concerning these Customer Terms or the transactions contemplated by them.

15.3 Other

- a. Headings are inserted for convenience and do not affect the interpretation of these Customer Terms.
- b. A reference to:
 - i. a document includes any variation or replacement of it;
 - ii. a law means the common law of Australia, principles of equity, and laws made by the Parliament of the Commonwealth of Australia and the Parliament of the State of New South Wales (and laws made by those parliaments include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them);
 - iii. the singular includes the plural and vice versa;
 - iv. a person includes a firm, body corporate, an unincorporated association or an authority and their executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
 - v. any thing includes the whole and each part of it;
 - vi. a group of persons includes all of them collectively and each of them individually; and
 - vii. "applicable laws" in these Customer Terms includes the procedures and regulations that apply to the Osko payment service.

16. Definitions

In these Customer Terms, some words have special meanings as set out in this section.

Unless defined in these Customer Terms, special meanings are also set out in Section A of our Account Access Terms and Conditions (for personal accounts) or Section B of our Business Accounts Terms and Conditions (for business accounts), which should be read together with this document.

BPAY means BPAY Pty Ltd (ABN 69 079 137 518), Level 1, 255 George Street, Sydney NSW 2000.

BPAY Scheme means the scheme operated by BPAY which governs the way in which we provide Osko to you.

Customer Terms means these Osko and PayID Customer Terms.

NPP means New Payments Platform operated by NPP Australia Limited.

Osko means the Osko payment service provided by BPAY.

PayID means any unique identifier of a permitted type (e.g. mobile telephone number) that links to an account with a financial institution which is used to make and receive Osko payments.

PayID Name means the shorthand name used to identify the sender or recipient of an Osko payment.