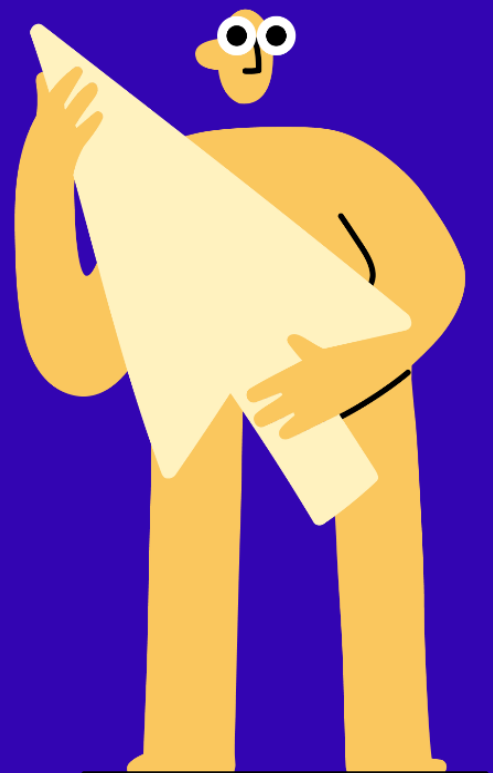




BPAY Terms & Conditions

May 2023



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Part A

Important: To the extent permitted by law, you acknowledge and agree that Beem may alter, limit, restrict, ceasing providing any service or function, or any component of a service or function via the Beem app, at any time, without notice to you.

Beem warrants that, where relevant, it is compliant with the ePayments Code. To the extent of any inconsistency with these terms, the terms of the ePayments Code shall prevail.

1. Payments

- 1.1. We will not accept an order to stop a Payment once you have instructed us to make that Payment.
- 1.2. You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment - for those errors see clause 1.6 below) when instructing us to make a Payment, or if you did not authorise a Payment that has been made from your account. Clause 2 describes when and how we will arrange for such a Payment (other than in relation to an underpayment) to be refunded to you.
- 1.3. Subject to clause 12 (Cut off Times) Billers who participate in BPAY Payments have agreed that a Payment you make will be treated as received by the Biller to whom it is directed:
 - (a) on the date you make that Payment, if you tell us to make the Payment before our Payment Cut Off Time on a Banking Business Day; or
 - (b) on the next Banking Business Day, if you tell us to make a Payment after our Payment Cut Off Time on a Banking Business Day, or on a non Banking Business Day.
- 1.4. A delay may occur in processing a Payment where:
 - (a) there is a public or bank holiday on the day after you tell us to make a Payment;
 - (b) you tell us to make a Payment either on a day which is not a Banking Business Day or after the Payment Cut Off Time on a Banking Business Day;
 - (c) another financial institution participating in BPAY Payments does not comply with any applicable obligations relating to BPAY Payments; or
 - (d) a Biller fails to comply with any applicable obligations relating to BPAY Payments.
- 1.5. While it is expected that any delay in processing under this agreement for any reason set out in clause 1.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.
- 1.6. You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

2. Liability

EFT Code/ ePayments Code

- 2.1. If under this clause 2 you are liable for an unauthorised or fraudulent payment and the ePayments Code applies, then your liability is limited to the lesser of:

- (a) the amount of **that** unauthorised or fraudulent payment; and
- (b) the limit (if any) of your liability set out in our terms and conditions for the applicable product or service

If (b) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

Mistaken payments, unauthorised transactions and fraud

- 2.2. We will attempt to make sure that your Payments are processed promptly by the participants in BPAY Payments, including those Billers to whom your Payments are to be made. You must promptly tell us if:
- (a) you become aware of any delays or mistakes in processing your Payments;
 - (b) if you did not authorise a Payment that has been made from your account; or
 - (c) if you think that you have been fraudulently induced to make a Payment.

We will attempt to rectify any such matters in relation to your Payments in the way described in this clause. However, except as set out in this clause 2 and clause 13, we will not be liable for any loss or damage you suffer as a result of using BPAY Payments.

The longer the delay between when you tell us of the error and the date of your Payment, the more difficult it may be to perform the error correction. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

Mistaken payments

- 2.3. If a Payment is made to a person or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

Unauthorised payments

- 2.4. If a Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:
- (a) we cannot recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it; and
 - (b) the payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

If we are able to recover part of the amount of that payment from the person who received it, you must only pay us the amount of that payment that we are not able to recover.

Fraudulent payments

- 2.5. If a Payment is induced by the fraud of a person involved in the Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the whole amount of the fraud-induced payment, you must bear the loss unless some other person involved in the Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment that is not refunded to you by the person that induced the fraud.

Resolution principles

- 2.6. If a Payment you have made falls within the type described in clause 2.4 and also clause 2.3 or 2.5, then we will apply the principles stated in clause 2.4.

If a Payment you have made falls within both the types described in clauses 2.3 and 2.5, then we will apply the principles stated in clause 2.5.

No “chargebacks”*

- 2.6A Except where a Payment is a mistaken payment referred to in clause 2.3, an unauthorised payment referred to in clause 2.4, or a fraudulent payment referred to in clause 2.5, Payments are irrevocable. No refunds will be provided through BPAY Payments where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

Indemnity

- 2.7. You indemnify us against any 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 acted negligently or fraudulently in connection with this agreement.

Biller consent

- 2.8. If you tell us that a Payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller who received that Payment, consenting to us obtaining from the Biller information about your account with that Biller or the Payment, including your customer reference number and such information as we reasonably require to investigate the Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that Payment.

Part B

3. BPAY Payments

- 3.1. We are a member of the Scheme and we subscribe to BPAY Payments. BPAY Payments is an electronic payments service through which you can ask us to make payments on your behalf to organisations (**Billers**) who tell you that you can make payments to them through the “BPAY Payments” payment service (**BPAY Payments**). We will tell you if we are no longer a member of the Scheme or if our subscription to BPAY Payments is cancelled.
- 3.2. When you tell us to make a Payment, you must give us the information specified in clause 6 below. We will then debit your chosen card with the amount of that Payment.

4. How to use BPAY Payments

- 4.1. Bpay Payments can be made from an Australian debit card added to your Beem account. You must nominate the card you wish to use prior to processing your payment. Beem does not permit BPAY Payments to be made through the use of a credit card.
- 4.2. To make a Bpay Payment using the Beem app you must be a registered user of the app, having set up an account by verifying your identity and payment details. You will then be required to navigate to the ‘Pay’ feature within the app and select “Pay a biller”. You will then need to follow the prompts to input the details of your payment, including Biller information and amount for payment.
- 4.3. You must comply with the terms and conditions applying to the account to which you request us to debit a Payment, to the extent that those account terms are not inconsistent with or expressly overridden by the BPAY terms and conditions. The BPAY Terms set out below are in addition to those terms.

If there is any inconsistency between the terms and conditions applying to the account and the BPAY terms and conditions, the BPAY terms and conditions will apply to the extent of that inconsistency.

- 4.4. The Payer acknowledges that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the Payer and that Biller.

5. Valid payment direction

We will treat your instruction to make a Payment as valid if, when you give it to us you comply with our standard terms of use as stipulated in the Beem PDS and terms and conditions.

6. Information you must give us

The information you must give us to instruct us to make a Payment is, a valid Australian debit card for Payment and valid bill details (such as Biller number and CRN code) for Payment.

We are not obliged to effect a Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

7. Payment queries

We try to get things right the first time – but if we do not, we will do what we can to fix it. If you want to raise a complaint or dispute simply email us at support@beem.com.au.

For more detail on how to make a complaint and our dispute process, please refer to the Beem Product Disclosure Statement and Terms and Conditions by visiting: <https://beem.com.au/terms>.

8. Changes to terms

- 8.1. We can change or amend these terms at any time and for any reason by giving you notice in accordance with applicable legislative requirements or, if there are no applicable legislative requirements, in advance of the change taking effect.
- 8.2. We will tell you about any changes by email, a notification in the Beem app and/or via the Beem website. Importantly:
 - (a) We will send emails regarding updates to these terms to the email you have registered in the Beem app. You are responsible for ensuring the accuracy of your personal information in the Beem app and checking your emails for updates from us; and
 - (b) To receive a notification via the Beem app, 'push notifications' may need to be enabled. You acknowledge that should you disable 'push notifications' in the Beem app, you may miss notifications about important updates to these terms.
- 8.3. As a result of any change we may make, or for any other reason, you may, at your option, choose no longer to use BPAY.

9. Suspension

- 9.1. We may suspend your right to participate in BPAY Payments at any time in the circumstances set out in clause 9.2. Where possible, we will give you advance notice of any suspension of your right to participate.
- 9.2. The circumstances in which we may suspend your right to participate in Bpay Payments are: If we suspect your account may be subject fraudulent activity, if there are multiple offences in which you do not act in accordance with the Bpay terms of use and/or if you do not act in accordance with the Beem Product Disclosure Statement and Terms and Conditions.

10. Cut-off times

If you tell us to make a payment before the time specified in the box below, it will in most cases be treated as having been made on the same day.

Cut-off times: 5pm each Banking Business Day (AEST/ADT apply)

However, the payment may take longer to be credited to a Biller if you tell us to make a Payment on a Saturday, Sunday or a public holiday (New South Wales Public holidays apply) or if another participant in BPAY Payments does not process a Payment as soon as they receive its details.

11. When a Biller cannot process a payment

If we are advised that your payment cannot be processed by a Biller, we will:

- (a) advise you of this;
- (b) credit your account with the amount of the Payment; and
- (c) take all reasonable steps to assist you in making the Payment as quickly as possible.

12. Account records

You should check your account records carefully and promptly report to us as soon as you become aware of them any Payments that you think are errors or are Payments that you did not authorise or you think were made by someone else without your permission.

13. Consequential damage

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

We are not liable for any consequential loss or damage you suffer as a result of using BPAY Payments, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

14. Privacy

14.1. If you register to use BPAY Payments, you:

- (a) agree to our disclosing to Billers nominated by you and if necessary the entity operating BPAY AY Payments (BPAY Pty Ltd) or any other participant in BPAY Payments and any agent appointed by any of them from time to time, including BPAY Group Limited, that provides the electronic systems needed to implement BPAY Payments:
 - i. such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of BPAY Payments;
 - ii. such of your transactional information as is necessary to process your Payments. Your Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution; and
- 14.2. You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in BPAY Payments referred to in clause 14.1, as necessary.
- 14.3. You can request access to your information held by us, BPAY Pty Ltd or its agent, BPAY Group Limited at their contact details listed in the Definitions clause 15, or by referring to the procedures set out in the privacy policy of the relevant entity.
- 14.4. Our privacy policy, along with the privacy policies of BPAY Pty Ltd and BPAY Group Limited, contain information about how you may complain about a breach of the *Privacy Act 1988* (Cth), and the process by which your complaint will be handled.
- 14.5. If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested Payment.

15. Definitions

Banking Business Day - any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

Biller [has the meaning given to the term in clause 3.1].

BPAY - means Bpay Pty Ltd and/or the BPAY Group.

BPAY Pty Ltd - BPAY Pty Ltd ABN 69 079 137 518. You can contact the BPAY Privacy Officer by emailing privacy@bpay.com.au or writing to BPAY at PO Box H124, Australia Square NSW 1215.

BPAY Payments [has the meaning given to the term in clause 3.1].

BPAY Group Limited - BPAY Group Holding Pty Ltd ABN 44 626 481 525 (**BPAY Group**). You can contact the BPAY Privacy Officer by emailing privacy@bpay.com.au or writing to BPAY at PO Box H124, Australia Square NSW 1215.

Payment means a payment made that is subject to the Scheme.

Payment CutOff Time - with respect to a Banking Business Day, the time specified in clause 12 for that day.

Scheme - means the scheme operated by BPAY from time to time to provide payment services to end customers.

You - the account holder instructing us to make Payments from time to time. Any other grammatical form of the word “you” has a corresponding meaning.

We - Digital Wallet Pty Ltd trading as Beem ABN 93 624 272 475 AFSL 515270. You can contact us by emailing support@beem.com.au or writing to us at Level 1, 255 George St Sydney NSW 2000. Any other grammatical form of the word “we” has a corresponding meaning.