

# M-POWERED SERVICES

## Supplementary Product Disclosure Statement

DEC 2020

Issued by MYOB Australia Pty Ltd

**ABN 13 086 760 198**

Australian Financial Services

**Licence No. 241059**

Level 3, 168 Cremorne Street Cremorne, VIC 3121

Tel 1300 783 674

[myob.com.au](http://myob.com.au)



# Supplementary Product Disclosure Statement

## About this document

This document is a Supplementary Product Disclosure Statement (SPDS) issued by MYOB Australia Pty Ltd. This SPDS must be read in conjunction with the M-Powered Services Product Disclosure Statement dated 21 July 2010 (PDS), which is appended below and any other SPDS given to you. Please note that this SPDS replaces the SPDS dated 5 June 2014. Words and expressions defined in the PDS have the same meaning in this SPDS. Except to the extent amended by this SPDS or updated on our website, the PDS remains in full force.

The content under the headings “Change of address”, and “What are the costs?” (including the table on page 3) applies to all users, or applicants to use, MYOB’s M-Powered Services (including M-Powered Superannuation) and MYOB Pay Super.

All other content in this SPDS is specific to users of the MYOB AccountRight (version 2014.2 onwards) and MYOB Essentials range of business management solutions who are applying to use, or are using, the MYOB Pay Super service. It does not apply to users of the MYOB AccountRight version 19.10 (or lower versions) range of business management products. These users will be applying to use, or are using, our M-Powered Superannuation service. If you are unsure about which version of MYOB AccountRight you are using, please call MYOB on **1300 555 123**.

### Change of contact details

The contact details for the M-Powered services is replaced with the following:

#### Old

Street Address: Level 3, 235 Springvale Road,  
Glen Waverley, VIC 3150  
Phone number: 1300 555 931

#### New

Street Address: Level 3, 168 Cremorne Street,  
Cremorne, VIC 3121  
Phone number: 1300 783 674

### What are the costs? (pages 7-9 of the PDS)

On **page 7** of the PDS, the table titled “What are the Costs?” is replaced with the table on page 3 of this SPDS.

On **page 8** of the PDS, the table titled “Volume Discounts” within the section headed “MYOB M-Powered Invoices” is replaced with:

<b>BPAY</b>	
Less than 50 transactions	\$2.50 per payment
50-199 transactions	\$2.38 per payment
200-499 transactions	\$2.13 per payment
500+ transactions	\$1.88 per payment
<b>Credit Card by phone or internet</b>	
Less than 50 transactions	\$2.00 per payment
50-199 transactions	\$1.80 per payment
200-499 transactions	\$1.60 per payment
500+ transactions	\$1.40 per payment
<b>Postbillpay</b>	
Less than 50 transactions	\$3.50 per payment
50-199 transactions	\$3.32 per payment
200-499 transactions	\$3.16 per payment
500+ transactions	\$2.80 per payment

# What are the costs?

These prices are effective 3 September 2014

<b>MYOB M-Powered Services Access Fee</b>	
MYOB Cover*/MYOB AccountRight customers	Waived
Non MYOB Cover/MYOB AccountRight customers#	<b>\$20.00</b> per month
<p>* For information about becoming a MYOB Cover customer visit <a href="http://www.myob.com.au">www.myob.com.au</a></p> <p># This fee is applicable to customers using a third party approved partner product, MYOB customers who do not have an MYOB Cover membership or MYOB AccountRight subscription and MYOB customers who do not renew their MYOB Cover membership or MYOB AccountRight subscription after becoming a MYOB M-Powered Services user.</p>	
<b>MYOB M-Powered Invoices</b>	
Customer Payment Fee	(Please note: volume discounts may apply)
- BPay	<b>\$2.50</b> per payment
- Credit Card by phone or internet	<b>\$2.00</b> per payment
- Postbillpay	<b>\$3.50</b> per payment
Credit Card Refund Fee	<b>\$8.50</b> per refund
Commonwealth Bank Merchant Service Fee*	<b>1.4%</b> of credit card payments
Commonwealth Bank Credit Card Transaction Fee*	<b>\$0.08</b> per credit card transaction
Commonwealth Bank Chargeback Processing Fee*	<b>\$27.50</b> per chargeback
<p>* These fees will be charged directly by the Commonwealth Bank. Refer to the Commonwealth Bank for details of other fees and charges that may apply to your credit card merchant facility.</p>	
<b>MYOB M-Powered Superannuation and MYOB Pay Super</b>	
MYOB M-Powered Superannuation: Employee Fee	<b>\$3.00</b> per quarter per employee per fund (Please note: volume discounts may apply)
MYOB Pay Super: Employee Fee	Waived*
<p>* For all users subscribed to MYOB AccountRight, there are no fees for processing of employee superannuation contributions. Fees listed under the heading Other M-Powered and MYOB Pay Super Transactions Fees are still applicable.</p>	
<b>MYOB M-Powered Payments*</b>	
Electronic Payment Fee	<b>\$0.30</b> per transaction
Remittance Advice Fee - Email	Free of charge
Remittance Advice Fee - Fax	<b>\$0.25</b> per fax
Late Processing Fee	<b>\$50.00</b> per payment message
Stop Payment Fee	<b>\$20.00</b> per payment message
Over Limit Fee	<b>\$54.54</b> per payment message
<p>* Refer to your financial institution for details of any fees that they may charge in relation to your use of this service, including the establishment of a Transaction Negotiation Authority (if necessary).</p>	
<b>MYOB M-Powered Bank Statements*</b>	
Statement Transaction Fee	<b>\$0.10</b> per transaction
<p>* Refer to your financial institution for details of any fees that they may charge in relation to your use of this service.</p>	
<b>Other M-Powered Transaction Fees and MYOB Pay Super Transaction Fees</b>	
Transaction Trace Fee	<b>\$10.00</b> per trace
Bank Account Amendment Fee	<b>\$20.00</b> per account
Bank Debit Dishonour Fee	<b>\$20.00</b> per dishonour

## Supplementary Product Disclosure Statement (Cont'd)

For clarity, the changes to the PDS in the rest of this document apply only to users of the MYOB AccountRight (v2014.2 onwards) and MYOB Essentials range of business management solutions who are applying to use, or are using, the MYOB Pay Super service.

### General changes

All references to “M-Powered Superannuation” or “MPS” are replaced with “Pay Super”.

All references to “MYOB M-Powered Services Gateway” are replaced with “MYOB Pay Super Portal”.

All references to “M-Powered Authorisers” are replaced with “Pay Super Authorisers”.

### 3 MYOB M-Powered General Terms (pages 12-19 of the PDS)

All references to “Fees Account” are replaced with “Pay Super Account”.

On **page 12** of the PDS, the section headed “3.1 (a) Application” is replaced with:

#### “3.1 (a) Application

- (a) To be eligible to apply for and participate in MYOB M-Powered Services you must at the time of your application:
- (1) be the registered user of a Complying MYOB Product or Approved Partner Product;
  - (2) be approved by us to use each MYOB M-Powered Service for which you have applied;
  - (3) have a valid ABN;
  - (4) be registered for GST purposes; and
  - (5) pay any applicable application Fees to us.

To continue to participate in the Pay Super service, you must maintain compliance with paragraphs 1 to 5 and your business must have a subscription to MYOB AccountRight or MYOB Essentials range of products which use the Pay Super Service.”

On **page 13** of the PDS, the section headed “3.3 (d) M-Powered Authorisers” is replaced with:

#### “3.3 M-Powered Authorisers

- (d) In order to apply to become a Pay Super Authoriser, Personnel must personally access the MYOB my.MYOB online support centre, establish their personal details, user name, password and must verify their mobile number.”

### 6 MYOB M-Powered Superannuation (MPS) – Terms and conditions (pages 29-31 of the PDS)

All references to “MPS Account” are replaced with “Pay Super Account”.

All references to “MYOB MPS Settlement Account” are replaced with “MYOB Pay Super Settlement Account”.

All references to “MPS Cut-off Time” are replaced with “Pay Super Cut-off Time”.

On **page 30** of the PDS, clauses 6.5 (g), 6.5 (h), 6.5 (i) and 6.5 (j) are replaced with:

“6.5 (g) Money transferred into the MYOB Pay Super Settlement Account will remain in the MYOB Pay Super Settlement Account for a period of 3 Business Days to ensure the debit will be honoured by the financial institution that holds your Pay Super Account. The money will also be held a further 1 Business day by our 3rd Party provider, prior to the distribution of that money and the Superannuation Contribution Information to the nominated Regulated Superannuation Funds.”

“6.5 (h) In respect of a payment that is required to be made to a Regulated Superannuation Fund by means of cheque, the amount of money to make this payment will be transferred to our 3rd Party provider following the elapsing of the 3 Business Days required in clause 6.5(g).”

“6.5 (i) Payments by cheque to Regulated Superannuation Funds by our 3rd Party provider and the distribution of the related Superannuation Contribution Information, will occur on a daily basis, the next Business Day following the money being received from us by our 3rd Party provider.”

“6.5 (j) We and our 3rd Party provider are entitled to retain any interest or other financial benefit accruing as a result of monies being held prior to the distribution of that money to the nominated Regulated Superannuation Funds.”

On **page 31** of the PDS, clause 6.8 “Reporting”, is removed.



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# M-POWERED SERVICES

## Product Disclosure Statement

21 July 2010

Issued by MYOB Australia Pty Ltd

**ABN 13 086 760 198**

Australian Financial Services

**Licence No. 241059**

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# Purpose of this Product Disclosure Statement

A Product Disclosure Statement (PDS) aims to provide you with enough information to help you decide whether the product will meet your needs. It also helps you to compare the product with others you may be considering.

This PDS provides information about the following MYOB M-Powered Services:

- MYOB M-Powered Invoices (**MPI**)
- MYOB M-Powered Superannuation (**MPS**)
- MYOB M-Powered Payments (**MPP**)
- MYOB M-Powered Bank Statements (**MPBS**)

You should read all sections of this PDS before making a decision to acquire any of the MYOB M-Powered Services. If you decide to acquire any of the MYOB M-Powered Services, you should keep this PDS and all documentation relating to MYOB M-Powered Services for future reference. This PDS is relevant for customers based in Australia only.

This PDS contains a summary of the key features of MPI, MPS, MPP and MPBS. It also contains the terms and conditions that govern the MYOB M-Powered Services (Terms). When you acquire any of the MYOB M-Powered Services you agree to be bound by the Terms detailed in this PDS (as amended from time to time).

Any advice in this PDS has been prepared without taking into account your businesses' objectives, financial situation or needs. Because of this, you should, before acquiring any of the MYOB M-Powered Services or acting on any advice in this PDS, consider whether MYOB M-Powered Services or the advice is appropriate to your businesses' objectives, financial situation and needs.

To assist you in understanding this PDS, the definition of some words is provided in the Glossary section of the Terms on page 39 of this PDS.

The information in this PDS may change from time to time and is up to date as at the date stated on the cover. If we update the information in this PDS and that updated information is not materially adverse information, we will make that updated information available on our website [www.myob.com.au/m-powered](http://www.myob.com.au/m-powered).

*Commonwealth Bank of Australia has consented to being named in this PDS. The Commonwealth Bank of Australia takes no responsibility for any part of this PDS.*

## Enquiries

If you have any questions regarding the information contained in this PDS, or any other general enquiries in relation to MYOB M-Powered Services, please contact the MYOB M-Powered Services support team by email at [m-powered@myob.com.au](mailto:m-powered@myob.com.au) or by phone on **1300 555 931** between 9.00am and 5.30pm (AEST) Monday to Friday.

If you would like to be sent a paper copy of this PDS, or any updates, please contact us using either the email address or telephone number shown above.

## Who is MYOB?

MYOB is an international provider of business solutions that liberate business owners and accountants from the burden of day to day administration, empowering them to achieve business success. MYOB develops and delivers award-winning software, services and support for more than 700,000 businesses and over 10,000 accounting practices worldwide.

Owner-operated businesses are the most dynamic force in the world economy and yet they are universally challenged by limited resources. MYOB uses its knowledge, expertise and scale to help them build better businesses.

MYOB also works directly with accounting practices to streamline their processes and maximise their productivity. MYOB solutions are used by leading accounting practices from tax agents and sole practitioners to the 'Big 4' firms.

Through its understanding and partnership with both business owners and accountants, MYOB strives to further enhance the links between them for their mutual benefit.

MYOB Australia Pty Ltd, a wholly owned subsidiary of MYOB Limited, holds an Australian Financial Services Licence (AFSL No. 241059). Under this licence MYOB is authorised to:

- provide financial product advice for:
  - basic deposit products;
  - non-cash payment products;
  - superannuation products; and
- deal in a financial product by:
  - issuing, applying for, acquiring, varying, or disposing of non-cash payment products; and
  - applying for, acquiring, varying, or disposing of basic deposit products on behalf of another person.



# What are MYOB M-Powered Services?

MYOB M-Powered Services is a range of services that are designed to simplify common business processes and boost business efficiency – all from the security of your MYOB software or other approved partner product. MYOB M-Powered Services currently include:

- MYOB M-Powered Invoices
- MYOB M-Powered Superannuation
- MYOB M-Powered Payments
- MYOB M-Powered Bank Statements

Further details as to the conditions of use are contained in the Terms.

## MYOB M-Powered Invoices

The MYOB M-Powered Invoices service provides you with the ability to have your customers pay your invoices and/or statements by using any one of the following payment channels:

- BPAY® using phone or internet banking (from cheque or savings accounts)
- Credit Card via an easy to use telephone or internet credit card payment system that's automated and personalised for your business (using MasterCard or VISA)
- Postbillpay in person at any Australia Post outlet (by cash or EFTPOS)

The service uses the invoicing features that are already in your MYOB and you are able to customise your invoices and statements to include the MYOB M-Powered Invoices payment channels.

Payments made by your customers, using any of the payment channels, will be deposited into your nominated business bank account as cleared funds by the next business day. Each business day the details of all customer payments made using any of the payment channels will be emailed to you. This information can be used to either manually or automatically update your accounting records.

## MYOB M-Powered Superannuation

The MYOB M-Powered Superannuation service provides you with the ability to undertake the processing of superannuation contributions and payments to your employees' superannuation funds from within your MYOB or approved partner product. This eliminates having to fill in superannuation fund payment forms and write cheques for each employee's superannuation fund.

The service provides access to additional features of your payroll software that will generate a single electronic message containing details of all accrued superannuation contributions and payments for all your employees. Your account signatory/ies must verify the message by using the M-Powered Service Centre accessible through the software, which will effectively authorise us to make the payments.

The electronic message will then be sent, via a secure internet connection, to MYOB for processing to your employees' superannuation funds on your behalf. A single debit is made to your nominated business bank account for the total of all superannuation contributions contained in each message.

## MYOB M-Powered Payments\*

The MYOB M-Powered Payments service enables you to pay suppliers and employees electronically directly from your MYOB accounting software. The service includes the ability to have remittance advices automatically sent to the recipient of an electronic payment by email or fax. Electronic payment instructions can also be sent to MYOB for processing on a future date.

Access is provided to a "Prepare Electronic Payments" function within the MYOB software that will generate a single electronic message containing details of the electronic payments you wish to make. Your account signatory/ies must verify the message by using the M-Powered Service Centre within the MYOB software, which will effectively authorise us to make the payments.

Once the payments have been authorised they are sent over a secure internet connection to MYOB for on forwarding to either your bank or our designated clearing bank for processing. A single debit is made to your nominated business bank account for the total of all payments contained in each message.

*\* Use of this service may require the issuance of a Transaction Negotiation Authority by your bank.*

® Registered to BPAY Pty Ltd ABN 69 079 137 518

## What are MYOB M-Powered Services?

### MYOB M-Powered Bank Statements\*

The MYOB M-Powered Bank Statements service provides you with the ability to receive daily updates of bank account balance and transaction details and undertake a number of reporting functions all from within your MYOB software.

The key features of the MYOB M-Powered Bank Statements service are:

- The ability to receive and store daily updates of bank account balance and transaction details for one or more accounts, including cheque, credit card and foreign currency accounts
- The ability to produce a number of reports based on the stored bank account details including a bank statement report, account balance report and selected transaction details report
- The ability to use the stored bank account transaction details for the purpose of automated reconciliation against your general ledger records.

By connecting, over a secure internet connection, to MYOB from the M-Powered Service Centre in your MYOB software, your bank account statement information will be automatically downloaded and stored for future reporting purposes.

*\*This service is available for businesses who bank with the financial institutions listed on our website [www.myob.com.au/m-powered](http://www.myob.com.au/m-powered).*

## What are MYOB M-Powered Services?

### Features at a glance

Service	Significant benefits	Keeping you informed
<p>M-Powered Invoices (MPI)</p>	<ul style="list-style-type: none"> <li>Offers your customers a number of convenient payment channels for paying your invoices and/or statements – BPAY, POSTbillpay in person &amp; Credit Card by phone or internet</li> <li>Payments made by customers using any one of the M-Powered Invoices payment channels are deposited into your business bank account as cleared funds</li> <li>Ability to reduce your payment processing time and costs as customer payment details can be automatically uploaded into your MYOB or approved partner product</li> </ul>	<ul style="list-style-type: none"> <li>Each business day you will receive an email that details all the customer payments that have been made using one of the M-Powered Invoices payment channels and confirms the amount deposited into your bank account</li> </ul>
<p>M-Powered Superannuation (MPS)</p>	<ul style="list-style-type: none"> <li>A simple and efficient ongoing means of processing your superannuation payment obligations as an employer using your MYOB or approved partner product</li> <li>Ability to reduce bank fees as a single debit to your bank account will be made covering all your superannuation payments</li> <li>Eliminates the need to complete superannuation fund payment forms and to write cheques for each employee superannuation fund as MYOB arranges the processing on your behalf</li> </ul>	<ul style="list-style-type: none"> <li>By connecting to the MYOB M-Powered Services Gateway from the M-Powered Service Centre accessible through your MYOB or approved partner product, you will receive status updates that enable you to keep track of the progress of the superannuation payment messages sent to MYOB for processing</li> </ul>
<p>M-Powered Payments (MPP)</p>	<ul style="list-style-type: none"> <li>An efficient way to pay suppliers and employees using your MYOB software that's easier than paying by cheque or using bank supplied software. Payment messages can also be sent for processing on a future date</li> <li>Ability to reduce bank fees as a single debit to your bank account will be made covering all electronic payments sent in the same payment message</li> <li>Remittance advices can be automatically sent to the recipient of an electronic payment by email or fax</li> </ul>	<ul style="list-style-type: none"> <li>By connecting to the MYOB M-Powered Services Gateway from the M-Powered Service Centre in your MYOB software, you will receive status updates that enable you to keep track of the progress of the payment messages sent to MYOB for processing</li> </ul>

## What are MYOB M-Powered Services?

### Features at a glance

The following Fees (inclusive of GST) apply to MYOB M-Powered Services:

Service	Significant benefits	Keeping you informed
<p>M-Powered Bank Statements (MPBS)</p>	<ul style="list-style-type: none"> <li>• A convenient means of electronically receiving daily updates of bank account balance and transaction details for one or more nominated accounts (including cheque, credit card and foreign currency accounts) using your MYOB software</li> <li>• Ability to produce a number of reports based on the stored bank account details including bank statement, account balance and selected transaction details reports</li> <li>• Stored bank account transaction details can be used for automated reconciliation against general ledger records in your MYOB software</li> </ul>	<ul style="list-style-type: none"> <li>• By connecting to the MYOB M-Powered Services Gateway from the M-Powered Service Centre in your MYOB software, your bank account statement information for all the bank business days since last connection will be automatically downloaded</li> </ul>
<p>Significant risks</p>	<p><b>Security</b> - Unless you take adequate security precautions, it could be possible for an unauthorised party to gain access to the MYOB M-Powered Services you use and view your information or send us instructions using your authorisation passwords. You should reduce this risk by taking appropriate steps to protect access and authorisation passwords.</p> <p><b>Systems</b> - Use of any or all services could be disrupted if systems failure occurs due to technology employed by either MYOB or our business partners involved in the provision of MYOB M-Powered Services. This could potentially result in risks to you and your business such as:</p> <ul style="list-style-type: none"> <li>• MPI - Delayed depositing of payments made by customers into your business bank account could impact your available cash flow.</li> <li>• MPS - Delayed superannuation contribution processing could result in contributions not being credited to employee super fund accounts when expected. In particular, where quarterly super guarantee contributions are due by the 28th of January, April, July, and October. To reduce this risk we recommend that contribution messages be sent to us as early as possible.</li> <li>• MPP - Delayed payment processing could result in employees not having wages or salaries credited to their bank accounts when expected, or other payments to bank accounts of suppliers being delayed. To reduce this risk we recommend that payment messages be sent to us as early as possible.</li> <li>• MPBS - Delayed receipt of bank statement information could result in any scheduled bank statement reconciliation not being possible on a particular day.</li> </ul>	

## What are the costs?

<b>MYOB M-Powered Services Access Fee</b>	
MYOB Cover*/MYOB Software Maintenance (E&S)	Waived
Non MYOB Cover customers#	<b>\$10.00</b> per month
<p>* For information about becoming a MYOB Cover customer visit <a href="http://www.myob.com.au">www.myob.com.au</a></p> <p># This fee is applicable to customers using a third party approved partner product, MYOB customers who do not have an MYOB Cover membership or MYOB Software Maintenance (E&amp;S) subscription and MYOB customers who do not renew their MYOB Cover membership or MYOB Software Maintenance (E&amp;S) subscription after becoming a MYOB M-Powered Services user.</p>	
<b>MYOB M-Powered Invoices</b>	
Customer Payment Fee	(Please note: volume discounts may apply)
- BPay	<b>\$2.00</b> per payment
- Credit Card by phone or internet	<b>\$2.00</b> per payment
- Postbillpay	<b>\$2.95</b> per payment
Credit Card Refund Fee	<b>\$8.50</b> per refund
Commonwealth Bank Merchant Service Fee*	<b>1.4%</b> of credit card payments
Commonwealth Bank Credit Card Transaction Fee*	<b>\$0.08</b> per credit card transaction
Commonwealth Bank Chargeback Processing Fee*	<b>\$27.50</b> per chargeback
<p>* These fees will be charged directly by the Commonwealth Bank. Refer to the Commonwealth Bank for details of other fees and charges that may apply to your credit card merchant facility.</p>	
<b>MYOB M-Powered Superannuation</b>	
Employee Fee	<b>\$3.00</b> per quarter per employee per fund (Please note: volume discounts may apply)
<b>MYOB M-Powered Payments*</b>	
Electronic Payment Fee	<b>\$0.25</b> per transaction
Remittance Advice Fee - Email	Free of charge
Remittance Advice Fee - Fax	<b>\$0.25</b> per fax
Late Processing Fee	<b>\$50.00</b> per payment message
Stop Payment Fee	<b>\$20.00</b> per payment message
Over Limit Fee	<b>\$54.54</b> per payment message
<p>* Refer to your financial institution for details of any fees that they may charge in relation to your use of this service, including the establishment of a Transaction Negotiation Authority (if necessary).</p>	
<b>MYOB M-Powered Bank Statements*</b>	
Statement Transaction Fee	<b>\$0.10</b> per transaction
<p>* Refer to your financial institution for details of any fees that they may charge in relation to your use of this service.</p>	
<b>Other M-Powered Transaction Fees</b>	
Transaction Trace Fee	<b>\$10.00</b> per trace
Bank Account Amendment Fee	<b>\$20.00</b> per account
Bank Debit Dishonour Fee	<b>\$20.00</b> per dishonour

## What are the costs?

### Monthly Billing Process

At the beginning of each month, MYOB will debit your nominated MYOB M-Powered Services fees account for the fees payable for the previous calendar month. MYOB will also send you a monthly statement providing a breakdown of the fees that have been charged.

### Enquiries

If you require any further information relating to the fees and charges for MYOB M-Powered Services please contact our M-Powered Services support team on 1300 555 931 between 9.00am and 5.00pm (AEST) Monday to Friday.

### Fee Variations

Please note that certain fees and charges can vary or may be waived from time to time, as a result of special offers by MYOB, or otherwise in accordance with the Terms. Any such variations or waivers will be published on MYOB's website.

### Fee Explanations

#### MYOB M-Powered Services Access Fee

This is a flat monthly fee that provides you with access to our M-Powered Services. The same fee applies irrespective of the number of M-Powered services that are being used. This fee is waived for MYOB customers who have a current MYOB Cover membership or MYOB Software Maintenance (E&S) subscription for the product being used with M-Powered Services.

#### MYOB M-Powered Invoices

##### Customer Payment Fee

This fee is charged for each payment made by your customers using one of the M-Powered Invoices payment methods (ie. BPAY, POSTbillpay or Credit Card)

#### Volume Discounts

The following discounts will apply once the number of transactions in each payment channel is reached:

<b>BPAY</b>	
Less than 50 transactions	\$2.50 per payment
50-199 transactions	\$1.90 per payment
200-499 transactions	\$1.70 per payment
500+ transactions	\$1.50 per payment
<b>Credit Card by phone or internet</b>	
Less than 50 transactions	\$2.00 per payment
50-199 transactions	\$1.80 per payment
200-499 transactions	\$1.60 per payment
500+ transactions	\$1.40 per payment
<b>Postbillpay</b>	
Less than 50 transactions	\$3.50 per payment
50-199 transactions	\$2.80 per payment
200-499 transactions	\$2.66 per payment
500+ transactions	\$2.36 per payment

#### Credit Card Refund Fee

This fee is charged each time you request MYOB to arrange for a credit card refund back to your customer for a payment that was made using the M-Powered Invoices Credit Card payment method.

#### Commonwealth Bank Merchant Service Fee

So that your customers can pay you through the Credit Card payment channel, you will need to establish a credit card merchant facility with our sponsoring financial institution, the Commonwealth Bank.

The Merchant Service Fee is charged monthly and is based on the total amount of payments made by your customers using the M-Powered Invoices Credit Card payment channel for the month. This fee will be charged directly to your nominated M-Powered Services fees account by the Commonwealth Bank who will also send you a monthly statement

#### Commonwealth Bank Credit Card Transaction Fee

This fee is charged for each credit card payment or attempted payment (ie. where authorisation is declined) made by your customers using the M-Powered Invoices Credit Card payment channel. This fee will be charged directly to your nominated M-Powered Services fees account by the Commonwealth Bank who will also send you a monthly statement.

## What are the costs?

### *Fee Explanation (Cont'd)*

#### **Commonwealth Bank Chargeback Processing Fee**

This fee is charged for each credit card payment made by your customers using the M-Powered Invoices Credit Card payment channel, that is subsequently reversed following investigation of a chargeback request by your customer. This fee will be charged directly to your nominated M-Powered Services fees account by the Commonwealth Bank who will also send you a monthly statement.

### MYOB M-Powered Superannuation

#### **Employee Fee**

This fee is charged for each individual employee for whom super contributions have been made using the M-Powered Superannuation service during the calendar quarter. The same fee applies irrespective of the number of super contributions made for that employee to a particular fund during the quarter. Where contributions are made to more than one super fund for an individual employee, a fee will be charged on the above basis for each fund. The employee fee will appear on your monthly statement for the months of March, June, September and December.

#### **Volume Discounts**

The following discounts will apply once the relevant number of employees contributing for the quarter is reached:

Less than 200 employees	\$3.00 per quarter per employee per fund
200-499 employees	\$2.55 per quarter per employee per fund
500+ employees	\$2.10 per quarter per employee per fund

### MYOB M-Powered Payments

#### **Electronic Payment Fee**

This fee is charged for each individual electronic payment made to an employee's or a supplier's bank account plus the debit to your bank account from which the payment is being made. Depending upon the financial institution with which you bank, a portion of this fee will be charged directly by MYOB with the remainder being charged by that financial institution.

#### **Remittance Advice Fee**

This fee is charged for each individual email or fax remittance advice that you (optionally) request MYOB to send on your behalf to the beneficiary of an electronic payment made using M-Powered Payments.

#### **Late Processing Fee**

This fee is charged for each payment message that you request to be processed after the M-Powered Payments Cut-off Time specified on the MYOB website, [www.myob.com.au/m-powered](http://www.myob.com.au/m-powered).

#### **Stop Payment Fee**

This fee is charged for each MMP payment message that you request to be stopped before processing. Payment messages may only be stopped if they are future dated and only up to 5pm the day prior to the processing date.

#### **Over Limit Fee**

This fee is applicable to ANZ Bank customers only and is charged for each individual payment message that exceeds your approved processing limit. Other financial institutions may directly charge similar over limit fees.

### MYOB M-Powered Bank Statements

#### **Statement Transaction Fee**

This fee is charged for each individual bank account transaction that is provided to MYOB by your financial institution and made available for you to access. Fees are charged in the month the bank account transaction data is made available to you and is payable regardless of whether you connect to the MYOB gateway to receive it.

## What are the costs?

### *Fee Explanation (Cont'd)*

#### Other M-Powered Transaction Fees

##### **Transaction Trace Fee**

This fee is charged where you request MYOB to trace a missing M-Powered Services related transaction, including a M-Powered Invoices bank deposit, a superannuation contribution processed using M-Powered Superannuation, or an electronic payment made using M-Powered Payments. The fee will not be charged if the results of the trace determine that the transaction has not been processed correctly due to an error or omission by MYOB or our business partners.

##### **Bank Account Amendment Fee**

This fee is charged where you request MYOB to add, amend or delete bank account details for any of the M-Powered Services. Only one fee will be charged if the same bank account is being updated for multiple M-Powered Services. No fee will apply if a change is requested to the M-Powered Services fees account only.

##### **Bank Debit Dishonour Fee**

This fee is charged whenever MYOB processes a debit to your nominated bank account as a result of a M-Powered Services related transaction and the debit is subsequently dishonoured by your financial institution (eg. debiting of M-Powered Services. monthly fees, a M-Powered Invoices Adjustment or a M-Powered Superannuation payment).

## Fees and other benefits MYOB may provide to Corporate Authorised Representatives

MYOB may provide benefits to corporate authorised representatives authorised to offer M-Powered Superannuation (MPS) which is subsequently acquired by you and accessed through their approved partner software.

These benefits could be a nil to 15 per cent of employee fees actually received from MPS customers who utilise MPS through the approved partner software

For example, an employer paying superannuation contributions for 10 staff to one fund each via MPS would pay \$30 per quarter in fees. This would equate to a fee paid to a Corporate Authorised Representative of up to \$4.50 per quarter.

## Remuneration or other benefits received by MYOB staff and staff of Corporate Authorised Representatives

MYOB staff and staff of corporate authorised representatives are salaried employees and do not receive any proportion of fees or commissions paid to MYOB or corporate authorised representatives to MYOB in connection with any of the MYOB M-Powered Services referred to in this PDS.

Staff members may be entitled to receive additional monetary or non-monetary rewards resulting from programs run by MYOB or corporate authorised representatives. Additional monetary benefits or rewards may include an annual bonus, the level of which may depend on the overall performance of both MYOB or the corporate authorised representative and the staff member. Non-monetary rewards may include things such as film tickets or gift vouchers.

## Commissions received by MYOB

As part of MYOB M-Powered Invoices, MYOB Australia Pty Ltd (MYOB) has entered into agreements with third parties to provide services. Under these agreements, some of these partners will pay MYOB trailing commission.

In the case of M-Powered Invoices, Commonwealth Bank of Australia (CBA) will pay us a commission of 0.2 per cent per annum of fees paid for merchant services. For example, a client may have paid \$12 fees per month, which would equate to a fee paid by CBA to MYOB of up to \$20.57 per annum.



## What to do if you have a concern?

### Contacting us

You should contact us immediately if you suspect an error has occurred in a transaction or if you experience any other problems concerning the use of the MYOB M-Powered Services. You should do this by either calling the MYOB M-Powered Services support team on 1300 555 931, emailing us at [m-powered@myob.com.au](mailto:m-powered@myob.com.au) or by writing to MYOB M-Powered Services, 12 Wesley Court, Burwood East, VIC, 3151.

### What we will do

We will promptly look into your concern and decide what course of action should be taken. We will seek to resolve your concern immediately, however if that is not possible, we will aim to resolve it within 5 business days. If this is not possible, we will keep you informed of progress and how long it is expected to take to resolve.

Please note that separate BPAY and POSTbillpay in person resolution procedures apply to transactions effected through those Payment Channels of MYOB M-Powered Invoices. (See clauses 5.11(t) and 5.12(s) of the Terms).

### If you are not satisfied with our response?

If you are not satisfied with the response we give you to resolve your concern, you have the option of contacting the Financial Ombudsman Service (FOS), of which MYOB is a member. You can contact FOS by calling 1300 780 808, or by writing to: Financial Ombudsman Service, GPO Box 3 Melbourne VIC 3001.

# The Terms

## 1 Introduction

These Terms govern your application for participation in MYOB M-Powered Services, and also your ongoing participation. These Terms also explain relationships involved in MYOB M-Powered Services and sets out our obligations to each other.

This booklet is divided into the following sections:

- Section 1 – Introduction. This section sets out relevant background material.
- Section 2 – Privacy. Privacy is a very important concept in MYOB M-Powered Services. This section refers to our general privacy obligations to you.
- Section 3 – MYOB M-Powered Services - General terms. This section sets out terms and conditions that apply to all Services within MYOB M-Powered Services.
- Section 4 – Direct Debit Request Service Agreement. Each Service within MYOB M-Powered Services requires you to establish and maintain a direct debit request. This section sets out the terms and conditions that apply to the establishment and maintenance of that request.
- Section 5 – MYOB M-Powered Invoices (MPI). This section sets out specific terms and conditions which, together with those in section 3, apply to MPI.
- Section 6 – MYOB M-Powered Superannuation (MPS). This section sets out specific terms and conditions which, together with those in section 3, apply to MPS.
- Section 7 – MYOB M-Powered Payments (MPP). This section sets out specific terms and conditions which, together with those in section 3, apply to MPP.
- Section 8 – MYOB M-Powered Bank Statements (MPBS). This section sets out specific terms and conditions which, together with those in section 3, apply to MPBS.
- Glossary - this sets out definitions and principles of interpretation for these Terms.

## 2 Privacy

We undertake to comply with our obligations under Privacy Law in relation to Personal Information. Full details of our privacy policy (the MYOB Limited Group Privacy Statement) are available from our website [www.myob.com.au](http://www.myob.com.au).

## 3 MYOB M-Powered Services - General terms

### 3.1 Application

(a) To be eligible to apply for and participate in MYOB M-Powered Services you must at the time of your application:

- (1) be the registered user of a Complying MYOB Product or Approved Partner Product;
- (2) be approved by us to use each MYOB M-Powered Service for which you have applied;
- (3) have a valid ABN;
- (4) be registered for GST purposes; and
- (5) pay any applicable application Fees to us.

To continue to participate in the Services you must maintain compliance with paragraphs 1 to 5. In the event that you do not have or renew your MYOB Cover membership or MYOB Software Maintenance (E&S) subscription an access fee will apply.

- (b) A separate application must be made in respect of each Business that you wish to participate in MYOB M-Powered Services, as an approval to participate in MYOB M-Powered Services can relate to only one Business.
- (c) You must nominate a contact person or persons authorised to provide instructions to MYOB on your behalf relating to your use of any of the Services. You must name that person or persons and provide phone and email details for each of them. You acknowledge that the contact person or persons nominated will be authorised to authorise MPI Adjustments and be provided with transaction details relating to your use of any of the Services.
- (d) You become a user of a Service only when you provide all required application information to us, pass our internal checks and checks of 3rd Parties, pass or meet any specific requirements of a Service (which may be set out below in later sections or in relevant application documentation) and we give you notice that you are approved as a user of that Service.
- (e) You authorise, or you must procure any other person to authorise, us and any other necessary 3rd Parties to undertake all necessary credit reference and other checks, and you must provide or procure any other person to provide all information required of you related to your application to use any of the Services.

## The Terms: 3 MYOB M-Powered Services - General terms

- (f) You can apply to use additional Services in MYOB M-Powered Services by filling out the appropriate documents. Any additional use will be subject to you fulfilling any additional checks, qualification criteria or requirements set by us, 3rd Parties or other persons in relation to the additional Services you nominate.
- (g) We will advise you whether your application to use any of the Services has been approved or declined, but we need not give reasons why an application is declined. We may set a minimum time period before a new application may be made.
- (h) No Fees in relation to the Service to which you are applying will be payable by you if your application for use of that Service is declined.
- (i) If you are approved to participate in any of the Services, you will be given the relevant MYOB M-Powered Services User Guide which forms part of these Terms.
- (j) If circumstances affecting you may amount to a change in control of you (within the meaning of clause 3.9(a) (10)), you must advise us immediately, and if we require, you must resubmit an application to participate in MYOB M-Powered Services in respect of each of your Businesses. Each such application will be treated as if it was a new application to participate in MYOB M-Powered Services. From the time you notify us, your participation in MYOB M-Powered Services is suspended. If your new application is not approved, your participation in MYOB M-Powered Services is terminated.

### 3.2 MYOB M-Powered Services Gateway

- (a) The MYOB M-Powered Services Gateway is MYOB's transaction processing hub that provides you with the ability to establish a remote internet connection to MYOB using the MYOB accounting software, or approved partner product, for the purposes of sending Payment Messages and receiving Bank Statement Information and status update messages.
- (b) The MYOB M-Powered Services Gateway will generally be available for use 24 hours per day, 7 days per week, except during system maintenance periods which will be scheduled during periods of minimal use.
- (c) We are not liable to you for any Loss or Claim in connection with, or arising as a result of, the MYOB M-Powered Services Gateway being unavailable.

- (d) You are responsible for any costs incurred or associated with connecting to the MYOB M-Powered Services Gateway (eg. internet service provider costs and associated telephone call costs).

### 3.3 M-Powered Authorisers

- (a) You must nominate within your application to use any of the Services (apart from MPI and MPBS) the Personnel within your Business who will have the authority to authorise Payment Messages on behalf of your Business. Those nominated will be your M-Powered Authorisers for all Services, where relevant, that you use.
- (b) Any nominated M-Powered Authoriser must be an authorised cheque signatory, or a person authorised to effect a transaction, on each bank account that has been nominated as an Account for the relevant Services.
- (c) You must also nominate the number of M-Powered Authorisers that are required to authorise each Payment Message. The nominated number of M-Powered Authorisers required to authorise each Payment Message must at least equal the number of cheque signatories, or persons authorised to effect a transaction, on the bank account nominated as an Account for the relevant Service.
- (d) In order to apply to become a M-Powered Authoriser, Personnel must personally access the MYOB M-Powered Services Centre, establish their Authoriser Name and Password, and generate and sign an M-Powered Services Authoriser Application Form.
- (e) It is your responsibility to ensure that each M-Powered Authoriser must protect the security of the use of their own Password. You acknowledge and agree that the indemnity provided by you in clause 3.10(d) includes any Loss or Claim suffered or incurred from the unauthorised use of a M-Powered Authoriser's Password.
- (f) You must ensure that all Personnel nominated as M-Powered Authorisers have read and agree to abide by the instructions contained within the MYOB M-Powered Services Application Checklist and User Guides.
- (g) You acknowledge that it is your responsibility to advise us if you wish to add or delete an M-Powered Authoriser or if you have made a change to the bank authority arrangements for a bank account nominated as an Account for the relevant Service.

## The Terms: 3 MYOB M-Powered Services - General terms

- (h) Unless we have been previously informed of any change to your nominated M-Powered Authorisers or to your bank authority arrangements, you acknowledge and agree that we are under no obligation to undertake any additional steps beyond the security procedures outlined in the MYOB M-Powered Services User Guide to verify that an instruction or Payment Message received by us was authorised by your current M-Powered Authorisers.

### 3.4 Privacy and confidentiality considerations

- (a) As part of the application process, and in certain cases, your ongoing use of the Services, credit or other checks may need to be undertaken by us or 3rd Parties. In this respect you acknowledge and agree that we may need to pass information, including Personal Information on you or your Personnel to 3rd Parties for use for these purposes only, and we may receive and use information, including Personal Information on you or your Personnel from 3rd Parties in return or in relation to similar matters.
- (b) We will not assist in, and do not guarantee the success of, any such credit or other checks.
- (c) You must:
  - (1) comply with any Privacy Law which either binds you, or we notify you binds you (generally because it binds us or a 3rd Party and we wish to pass these obligations on); and
  - (2) not do anything that does or may cause us or a 3rd Party to breach any Privacy Law.
- (d) You must not give us any Personal Information in breach or potentially in breach of any Privacy Law. You undertake to obtain, and you warrant that you will obtain, the express written consent of any relevant person before providing such Personal Information to us. The consent must include consent for us to pass the Personal Information on to 3rd Parties (who may themselves pass it on or otherwise deal with it) for the purposes of MYOB M-Powered Services. You also undertake to provide, and you warrant that you will provide, notifications to the relevant individual that their Personal Information may be passed to, and used by us, 3rd Parties or others for these purposes.
- (e) Subject to clause 3.4(f), unless otherwise expressly permitted by these Terms, you must:

- (1) treat as confidential and not disclose to any person any information which comes into your possession as a result of any aspect of MYOB M-Powered Services or these Terms; and
- (2) not use any of that information except for the purposes for which it was given to you.

'Information' includes Personal Information, Fees and charges related to MYOB M-Powered Services, barcodes and barcode specifications and any technology or know-how related to MYOB M-Powered Services or any Service. You must make sure your Personnel comply at all times with the same obligation of confidence.

- (f) Clause 3.4(e) does not apply to:

- (1) any information (other than Personal Information) which is in the public domain or becomes generally known to the public other than through breach of these Terms or another obligation of confidence owed by the disclosing party; or
- (2) any information including Personal Information which is required to be disclosed by the disclosing party under any law or legal process.

### 3.5 General provisions

- (a) To request changes to your details notified to us in relation to MYOB M-Powered Services (eg. Account details, contact details) you must submit the appropriate documentation to us which must be signed by the appropriate person/s specified in that documentation.
- (b) You must provide a detailed written response to us within 2 Business Days of a request from us to explain any activity or circumstance relating to your participation in MYOB M-Powered Services that we or a 3rd Party consider inappropriate or otherwise requires investigation.
- (c) If the day on or by which any thing is to be done under these Terms is not a Business Day, that thing must be done on or by the next Business Day.
- (d) You authorise us to give any authority, consent or instruction to a 3rd Party or other person in relation to the operation of MYOB M-Powered Services, provided that authority, consent or instruction is consistent with, or envisaged by, these Terms. We are not liable to you for any action we take under this clause 3.5(d).

## The Terms: 3 MYOB M-Powered Services - General terms

### 3.6 Intellectual property

(a) Until you cease to be a participant in MYOB M-Powered Services, we grant you a non-exclusive licence to use the MYOB M-Powered Services trade marks notified to you from time to time on your MYOB M-Powered Services invoices and other documents specified by us and in any other way that we permit from time to time.

(b) These Terms do not give you any intellectual property rights in, or other rights in respect of, any of our:

- (1) software, documents, templates, marketing material, trade marks, business names, logos, trading styles, get-up, processes or methodologies; or
- (2) other intellectual property,

other than those rights which have been expressly licensed to you under these Terms or under another agreement with us or a related body corporate of ours.

(c) You must not, and you must ensure that your Personnel do not, use, reproduce or modify the intellectual property rights contemplated by clause 3.6(a) except as expressly provided in these Terms or another agreement with us or a related body corporate of ours or with our prior written consent.

(d) You agree that any intellectual property rights in any systems, processes or methodologies developed by you which derive from your use of MYOB M-Powered Services become our intellectual property.

### 3.7 Fees and charges

(a) You must nominate a Fees Account to be used for debiting Fees.

(b) You must pay us, or facilitate the payment to us of, all Fees related to your use of any of the Services, on the due dates.

(c) We may:

- (1) change the amounts of any Fees or Fee schedules; and
- (2) add to, delete from or change the items, transactions or events on which Fees are payable to us, at our discretion. We must use reasonable endeavours to notify you in writing within 20 Business Days of the addition, deletion or change, but lack of or late notification does not affect the validity of the addition, deletion or change.

(d) You authorise us to debit from your Fees Account all Fees payable to us in respect of your use of any of the Services.

(e) You must give us 5 Business Days notice of the effective time of any changes to your Fees Account, failing which Fees may be charged or passed on to you.

(f) It is your responsibility to ensure that there are always sufficient funds in your Fees Account to cover all debits to be processed by us in relation to your use of any of the Services. If, despite this requirement, there are not sufficient funds in your Fees Account or we cannot draw funds from your Fees Account under the DDR, you must on demand immediately pay a sum to us in cleared funds sufficient to cover all such debits.

(g) We may charge an additional Fee where a debit for Fees is processed to your Fees Account but is subsequently rejected by your financial institution (eg. the Fees Account is closed or has insufficient funds).

(h) Drawings of Fees will ordinarily occur on the 2<sup>nd</sup> Business Day of each month (but may occur at other times as required or permitted under these Terms or our agreements with 3<sup>rd</sup> Parties or other persons). We will debit from your Fees Account Fees payable up to the last day of the previous month. We will provide a monthly statement/tax invoice detailing the Fees that have been debited.

(i) To avoid any doubt, you are responsible for all Fees on your Fees Account.

(j) A schedule of our Fees from time to time is available from us on request.

## The Terms: 3 MYOB M-Powered Services - General terms

### 3.8 GST and duties

- (a) All payments due to us (eg. Fees, reimbursement by you to us of any amounts or payments under indemnities) are to be increased by the amount of any GST liability we have in relation to supplies we make to which those payments relate.
- (b) All duties (eg. stamp duty, debits tax, other government charges or financial institution account fees) payable in relation to your participation in MYOB M-Powered Services are payable by you, or where we have paid them, must be reimbursed by you on our request.

### 3.9 Suspension and termination

- (a) In addition to rights set out elsewhere in these Terms, we may suspend or terminate, without prior notice, your participation in MYOB M-Powered Services or your use of any particular Service or part of a Service where:
  - (1) your direct debit authority is cancelled or withdrawn;
  - (2) you go into liquidation, take, permit or suffer a step toward going into liquidation, or we reasonably suspect you may do so or we have reasonable concerns about your credit worthiness;
  - (3) we receive notification of dispute from one or more of the directors or principals of your Business;
  - (4) you fail to remedy a material breach of these Terms (including non payment of any Fees) within 5 Business Days of notice from us;
  - (5) 3rd Party arrangements necessary to MYOB M-Powered Services, a Service or part of a Service cease to exist or in our opinion render the ongoing operation of MYOB M-Powered Services, a Service or part of a Service substantially unworkable or non-functional;
  - (6) the action of a regulator in our opinion renders the ongoing operation of MYOB M-Powered Services, a Service or part of a Service substantially unworkable or non-functional;
  - (7) we believe this is necessary either to protect the security, integrity or reputation of MYOB M-Powered Services or any Service, or to otherwise protect our interests;
  - (8) a change occurs in your Business, assets or financial condition which in our reasonable opinion has or may have a material adverse effect on your ability to meet your obligations under these Terms, on our rights under these Terms or on any of our agreements with 3rd Parties;
  - (9) you no longer use any of the Services;
  - (10) in our reasonable opinion (having regard to voting rights, rights to receive income or capital, rights to appoint directors and any other matter which we believe relates to effective control) any person or persons who between them as at the date you were first approved to participate in MYOB M-Powered Services:
    - (A) control you; or
    - (B) control or beneficially own more than 50% of your ordinary shares or other voting, income or capital participation rights, ceases or cease to control you or hold or control more than 50% of those ordinary shares or other rights; or
  - (11) in circumstances set out in relation to a particular Service.
- (b) Following suspension or termination, we will use reasonable endeavours to notify you in writing.
- (c) We can lift a suspension or reinstate suspended participation or use in our absolute discretion by written notice to you, and this takes effect on receipt or any later time specified in the notice, subject to you meeting any conditions set out in the notice.
- (d) If you become aware that a circumstance which would permit us to suspend or terminate your participation or use under clause 3.9(a) has arisen or may arise, you must advise us in writing as soon as possible.
- (e) Upon suspension of your participation in MYOB M-Powered Services or your use of any particular Service or part of a Service:
  - (1) you must immediately cease to use or distribute material containing any intellectual property rights of ours or any 3rd Party granted to you in relation to MYOB M-Powered Services or the Service or part of the Service (as the case requires);
  - (2) you must comply with any reasonable direction given by us to facilitate that suspension in an orderly manner;
  - (3) we may place conditions upon any subsequent application by you for the use of any Service;
  - (4) no accrued rights of yours or ours are extinguished or otherwise affected; and
  - (5) any other consequences set out in relation to suspension of specific Services apply.

## The Terms: 3 MYOB M-Powered Services - General terms

- (f) On termination of your participation in MYOB M-Powered Services or your use of any particular Service or part of a Service:
- (1) you must immediately cease to use or distribute material containing any intellectual property rights of ours or any 3rd Party granted to you in relation to MYOB M-Powered Services or the Service or part of the Service (as the case requires);
  - (2) you must comply with any reasonable direction given by us to facilitate that termination in an orderly manner;
  - (3) we may place conditions on any subsequent application by you for participation in MYOB M-Powered Services or the Service or part of the Service (as the case requires);
  - (4) each limitation of liability in favour of us and clauses 3.4(e), 3.4(f), 3.5(b), 3.7, 3.9(f), 3.10(d), 3.10(e), 3.12(a), 3.15(b), 3.15(d), 3.15(f), 3.15(i), 5.9(a), 5.9(d), 5.9(e), 5.11(i), 5.11(j), 5.11(q), 5.11(s), 5.12(i), 5.12(j), 5.12(p), 5.12(r), 5.13(h), 5.13(l), 6.7(a), 6.7(c), 7.8(a), 7.8(c), and 8.6(a) continue to apply;
  - (5) your or our rights against each other which:
    - (A) accrued before the time of termination; or
    - (B) otherwise relate to or may arise at any future time from any breach of these Terms which occurred before the termination, are not extinguished or otherwise affected; and
  - (6) any other consequences set out in relation to termination of specific Services apply.
- (c) unauthorised actions or inaction) relating to MYOB M-Powered Services, including those relating to internet connections, the MYOB M-Powered Services Gateway or dealings with any money held.
- (c) We are not liable to you for any Loss or Claim, and we are not in default under these Terms for a failure to comply with these Terms for any cause which could not reasonably be controlled or prevented by us. Such causes include strikes, lockouts, labour disputes, acts of God, acts of nature, acts of governments or their agencies, fire, flood, storm, riots, power shortages or power failure, war, acts of terrorism or hostility, sabotage, system failure or disruption, inability to obtain sufficient labour, raw materials, fuel or utilities, lack of telecommunications equipment or facilities or failure of information technology or telecommunications equipment or facilities or suspension or termination of 3<sup>rd</sup> Party agreements or services.
- (d) You indemnify us and our Personnel against any Loss or Claim suffered or incurred by us or any of our Personnel arising from your action or inaction or that of your Personnel, including by your or your Personnel's negligence, misrepresentation, fraud, breach of law or breach of these Terms.
- (e) We hold the benefit of the promises in clauses 3.10(d), 5.11(q) and 5.12(p) on behalf of our Personnel.
- (f) You acknowledge that we will be relying on and using information provided by 3rd Parties and other persons in reporting and other matters, and to the full extent permitted by law, we will not be liable to you where a 3rd Party or other person provides incomplete, untrue or misleading or deceptive information and we use that information in good faith.
- (g) We expressly disclaim all conditions and warranties, express or implied, relating to the provision of services by us under these Terms. If any condition or warranty is implied into these Terms under any legislation (including the Trade Practices Act 1974) and the legislation avoids or prohibits provisions in a contract excluding or modifying the application of, exercise of, or liability under such a condition or warranty, the condition or warranty will be deemed to be included in these Terms. However, our liability for breach of the condition or warranty is, if the legislation so permits, limited in our sole discretion to:
- ### 3.10 Liability, warranties, representations and indemnities
- (a) We do not warrant or represent that MYOB M-Powered Services or any Service is or will remain suitable or appropriate for your Business' needs. You acknowledge that MYOB M-Powered Services is a generic service, the scope and operation of which is likely to change over time and that you are solely responsible for assessing your own Business to determine the ongoing suitability and appropriateness of MYOB M-Powered Services or any of the Services you use for your Business.
- (b) We are not responsible or liable to you for any:
- (1) delays, however caused, in processing of payments made or received or to be made or received, or in other data information exchange, in relation to any Service; or
  - (2) 3rd Party actions or inaction or the actions or inaction of other persons (including negligent or

## The Terms: 3 MYOB M-Powered Services - General terms

- (1) the resupply of the services; or
  - (2) the cost of resupply of the services, in respect of which the breach occurred, and otherwise will be limited to the maximum extent permitted by law.
- (h) You represent and warrant to us that:
- (1) you have all necessary power and authority to agree to these Terms and participate in MYOB M-Powered Services and use any Services nominated by you, and to perform your obligations under these Terms;
  - (2) you will comply with all laws or industry codes applicable to you in the exercise of your rights and the performance of your obligations under these Terms; and
  - (3) all information provided at any time by you or on your behalf to us or to any other person involved with MYOB M-Powered Services including 3rd Parties (including material provided in relation to any application for use of the Services or additional Services), will be true and accurate at the time it is provided. If you discover that any part of it is or may become materially false or misleading, you will advise us as soon as possible and provide updated or correct information.
- (b) You acknowledge and agree that the agreements and obligations we have with 3<sup>rd</sup> Parties relating to MYOB M-Powered Services may change from time to time, that we may not be able to control those changes, and that the changes may require:
- (1) us to do things including imposing additional or increased Fees or other obligations under these Terms; or
  - (2) you to do things including alter printed materials, cease distributing pre-printed materials or pay additional amounts.
- (c) You acknowledge and agree that the agreements and obligations we have with 3<sup>rd</sup> Parties relating to MYOB M-Powered Services may from time to time require us or you to act, or not act, in a manner otherwise inconsistent with these Terms, and that if this occurs, we may act, or not act, in the manner required without any liability to you, and you must act, or not act, in the manner required (as directed by us) without any liability to us. Any such requirement, action or inaction does not have the effect of changing these Terms.

### 3.11 Amendment of documents

- (a) We can add to, delete or amend any of these Terms, the MYOB M-Powered Services User Guide, templates or other forms, reports or other documents relevant to MYOB M-Powered Services as and when we see fit (including when 3<sup>rd</sup> Parties require, or relationships or changed relationships with 3<sup>rd</sup> Parties require).
- (b) If we make an addition, deletion or change under clause 3.11(a) and you are affected, we will use reasonable endeavours to notify you in writing within 10 Business Days of the change, but a lack of or late notification does not affect the validity of the addition, deletion or amendment.

### 3.12 Co-operation

- (a) You must do all things and provide all information as and when reasonably required by us to:
- (1) fulfil our obligations to 3<sup>rd</sup> Parties from time to time in respect of MYOB M-Powered Services under agreements or otherwise; or
  - (2) otherwise administer MYOB M-Powered Services.

### 3.13 Other documents and precedence

- (a) Your application and the MYOB M-Powered Services User Guide form part of these Terms as if repeated in them.
- (b) It is intended that terms specific to a Service operate collectively with, and not detract from, the general terms in this section 3. However, to the extent of any conflict, terms specific to a Service take precedence over the general terms.

### 3.14 Notices and other communications

- (a) Notices or other communications relevant to MYOB M-Powered Services may be given:
- (1) to us:
    - (A) by prepaid post to PO Box 371, Blackburn, Vic. 3130;
    - (B) by fax to 03 9222 9894; or
    - (C) by email to m-powered@myob.com.au, or to any other postal address, fax number or email address notified by us to you from time to time.



## The Terms: 3 MYOB M-Powered Services - General terms

- (2) to you:
- (A) by prepaid post to your nominated postal address from time to time;
  - (B) by fax to your nominated fax number from time to time; or
  - (C) by email to your nominated email address from time to time, or to another postal address, fax number or email address notified by you to us from time to time.
- (b) For the purposes of the Spam Act 2003 (Cth) you acknowledge and consent to us sending you a notice or other communication by email under clause 3.14(a)(2)(C). In sending such an email, we are not obliged to provide you with a means of unsubscribing or opting-out of receiving any future emails sent by us.
- (c) A notice or other communication given under clause 3.14(a)(1) or (a)(2) is taken to be received:
- (1) if sent by prepaid post, on the 3rd Business Day after posting;
  - (2) if sent by fax, 1 hour after transmission unless the recipient or the sender's machine notifies the sender in writing within 1 hour from transmission that the fax has not been received or not been delivered; or
  - (3) if sent by email, 1 hour after sending unless the recipient or the sender's machine notifies the sender in writing within 1 hour from sending that the email has not been received or not been delivered.
- 3.15 Miscellaneous**
- (a) Reliance
- We can rely on the authority of persons who are, or who appear to us to be, authorised to act on your behalf.
- (b) Governing law and jurisdiction
- These Terms are governed by the law of Victoria. You irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria and courts that may hear appeals from those courts.
- (c) Our consent
- Where anything in these Terms requires our consent, then unless expressly provided otherwise, to be effective, that consent must be in writing signed by an authorised officer of ours.
- (d) Waiver
- Any waiver of a right or power of ours under these Terms may only be given in writing signed by an authorised officer of ours. We may waive these Terms, or part thereof, on such terms as we see fit.
- (e) Assignment
- (1) You cannot assign or otherwise deal with your rights under these Terms without our prior written consent.
  - (2) We can at any time assign or novate our rights and obligations under these Terms. If we do so, you must execute any documents required to give effect to that assignment or novation.
- (f) Severability
- If the whole or any part of these Terms is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of these Terms have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause 3.15(f) has no effect if the severance alters the basic nature of these Terms or is contrary to public policy.
- (g) Whole agreement
- These Terms and the documents incorporated by reference in them contain the whole of the agreement between us and you in relation to MYOB M-Powered Services. Any representations or warranties made by our Personnel before you are accepted for participation in MYOB M-Powered Services have no force or effect unless expressly set out in these Terms.
- (h) Further action
- Both you and we agree to do all things and execute all documents necessary or desirable to give full effect to these Terms and the transactions contemplated by them.
- (i) Remedies cumulative
- The rights, powers and remedies provided to you and us in these Terms are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or by any agreement.

## The Terms: 4 Direct Debit Request Service Agreement

### 4 Direct Debit Request Service Agreement

#### 4.1 General

- (a) You acknowledge that a DDR will be required in respect of each Service you use to enable the direct debit of your Account, or Accounts, in relation to your use of that Service.
- (b) The sections in these Terms relating to Services you use may set out further details relating to the required direct debit arrangements for that Service.
- (c) This section 4 sets out your rights, our commitment to you, your responsibilities to us and where you should go for assistance.

#### 4.2 Your obligations

- (a) It is your responsibility to ensure that:
  - (1) your Account, or Accounts, can accept direct debits (your financial institution can confirm this);
  - (2) on each drawing date there are sufficient cleared funds in the Account;
  - (3) you advise us if an Account is transferred, closed or otherwise becomes unsuitable or unavailable for the DDR;
  - (4) you keep a DDR in place at all times; and
  - (5) direct debit through the Bulk Electronic Clearing System is available on your Account.
- (b) If your drawing is returned or dishonoured by your financial institution:
  - (1) for a drawing for Fees or MPI Adjustments, we will attempt to re-draw after **3 Business Days**; and
  - (2) for a drawing to give effect to a Superannuation Payment Message, we will not process the Superannuation Payment Message.

We may add any transaction Fees payable in respect of the dishonour and the re-draw to the amount drawn.

#### 4.3 Our obligations

- (a) We will debit your Fees Account for all Fees and other amounts of any nature payable by you to us or to 3rd Parties in relation to your use of a Service.
- (b) Drawings for Fees will ordinarily occur on the 2nd Business Day of each month.

Other drawings will occur as required or permitted under these Terms or our agreements with 3rd Parties (eg. to adjust a Payment made by a customer of yours).

- (c) On the day of a drawing, we will endeavour to send you a statement/tax invoice or other advice by email setting out the nature and amount of that drawing.
- (d) All Personal Information relating to you held by us will, subject to these Terms, be kept confidential. However, you acknowledge and agree that we will need to provide information to our financial institution to initiate or alter drawings from your Account.

#### 4.4 Changes to DDR arrangements

- (a) We will give you at least 14 Business Days written notice when we change the initial terms of the DDR arrangement.
- (b) If you wish to discuss any changes to DDR arrangements made by us, please contact the MYOB M-Powered Services support team on 1300 555 931 between 9.00am and 5.00pm (AEST) Monday to Friday.
- (c) If you want to change the DDR arrangements, please contact the MYOB M-Powered Services support team. These changes may include, subject to these Terms:
  - (1) deferring a drawing in relation to a later billing period;
  - (2) altering a schedule;
  - (3) stopping an individual debit;
  - (4) suspending the DDR; or
  - (5) cancelling the DDR completely.
- (d) You should direct all such enquiries to us, rather than to your financial institution. These enquiries should be made at least 3 Business Days before the end of a month.

#### 4.5 Queries and disputes

- (a) If you believe that a drawing has been initiated incorrectly, you should initially discuss the matter with us by contacting our MYOB M-Powered Services support team on 1300 555 931 during normal business hours (AEST).
- (b) If you do not receive a satisfactory response to your issue from us, you should then contact your financial institution to lodge a dispute.

## The Terms: 5 MYOB M-Powered Invoices (MPI) - Terms and conditions

### 5 MYOB M-Powered Invoices (MPI) - Terms and conditions

#### 5.1 Structure of relationships

- (a) Under MYOB M-Powered Invoices (**MPI**), we have contractual relationships with 3rd Parties, providing a legal framework for MPI.
- (b) To use MPI, you will be required to enter into a merchant facility and enter into a merchant agreement with the Sponsoring Financial Institution.

#### 5.2 General

- (a) To be eligible to use MPI, you must be approved for all of the MPI Payment Channels. However, with our consent, you need not make all of the MPI Payment Channels available to your customers.
- (b) We may terminate or suspend your use of any of the MPI Payment Channels at any time without prior notice. However, subject to clauses 5.11, 5.12 and 5.13, we will endeavour to give you prior notice where this is practicable.
- (c) You acknowledge that there is no joint venture, partnership or employment relationship between you and any participant in a MPI Payment Channel.

#### 5.3 Application and establishment

- (a) To qualify for use of MPI, you must:
  - (1) be approved by the Sponsoring Financial Institution in respect of your application for a merchant facility;
  - (2) nominate the MYOB MPI Settlement Account as your nominated settlement account for your merchant facility; and
  - (3) pay to the Sponsoring Financial Institution any applicable fees in respect of your application for a merchant facility.
- (b) You consent to the sharing of information including your Personal Information between us and the Sponsoring Financial Institution in relation to your application for, and if you are approved, the ongoing administration of your, use of MPI (including information related to the merchant facility).
- (c) You acknowledge that we will receive a trailer fee from the Sponsoring Financial Institution based on an agreed per cent on the total monthly merchant fees paid.

#### 5.4 Payee Numbers

- (a) A unique MPI payee number (**Payee Number**) will be issued to approved applicants in respect of the relevant Business.
- (b) Your Payee Number is not transferable between Businesses and must only be used for the Business for which it was approved. A separate MPI application must be approved and a separate Payee Number issued for each Business.
- (c) You must protect the security of the use of your Payee Number.

#### 5.5 Your MPI Account

- (a) You must nominate a MPI Account to be used for:
  - (1) depositing MPI Payments; and
  - (2) debiting MPI Adjustments.
- (b) The MPI Account must be in the same name as the Business that is applying for or is registered for MPI.
- (c) You must give us 5 Business Days notice of the effective time of any changes to your MPI Account, failing which Fees may be charged or passed on to you.
- (d) It is your responsibility to ensure that there are always sufficient funds in your MPI Account to cover all debits to be processed by us in relation to your use of MPI (eg. MPI Adjustments, etc). If, despite this requirement, there are not sufficient funds in your MPI Account or we cannot draw funds from your MPI Account under the DDR, you must on demand immediately pay a sum to us in cleared funds sufficient to cover all such debits.

#### 5.6 Your invoices

- (a) Invoices issued by you displaying MPI Payment Channels must conform to the standards and other requirements set out in the MYOB M-Powered Services User Guide.
- (b) You must give us a copy of all new or amended MPI invoice templates for our review and approval, before issuing them to any of your customers.
- (c) You must give us a copy of your customer invoice templates within 2 Business Days of our request.

## The Terms: 5 MYOB M-Powered Invoices (MPI) - Terms and conditions

### 5.7 MPI Payment processing

- (a) You acknowledge and accept that all money paid to you by the MPI Payment Channels will first be directed into the MYOB MPI Settlement Account, before being distributed to your MPI Account or otherwise dealt with under these Terms. You authorise the Sponsoring Financial Institution to credit any money due to you under the merchant facility to the MYOB MPI Settlement Account.
- (b) Ordinarily, funds will be disbursed to your MPI Account on either the 1st or 2nd Business Day following the day the MPI Payment was received in the MYOB MPI Settlement Account, as long as the MPI Payment was received before the applicable cut-off time.
- (c) We accept no responsibility for delays in processing MPI Payments, regardless of the reason for the delay (including holidays, late payment instructions and the actions or inaction of 3rd Parties or other persons).
- (d) We are entitled to retain any interest or other financial benefit accruing as a result of monies being held in the MYOB MPI Settlement Account.
- (e) We may Adjust any MPI Payment by debiting your MPI Account, without prior reference to you, where a MPI Payment was made in error, is suspected of being fraudulent in nature or where we are otherwise required to do so.
- (f) Fees will not be refunded where a MPI Adjustment is processed in relation to the original MPI Payment.
- (g) If you have not paid any amount (including Fees and whether contingent or otherwise) at any time due and payable by you to us in respect of MPI, or we are not able to process a MPI Adjustment, you authorise us to apply MPI Payments we have received or later receive in the MYOB MPI Settlement Account, in and towards satisfaction of those amounts.

### 5.8 MPI Fees

You acknowledge and agree that the Sponsoring Financial Institution will charge you direct for, and that you are responsible for, any up-front merchant facility establishment and ongoing Fees and any Fees in respect of your MPI Account.

### 5.9 Cancellation, suspension and termination of your use of MPI

- (a) You may cancel your use of MPI by giving us at least 40 Business Days written notice of your intention. Advance notice of cancellation is necessary to allow for the payment of invoices that are already in circulation. Despite any such cancellation, you must authorise and otherwise ensure (by keeping the DDR in place or other means) that any MPI Adjustment in relation to a MPI Payment processed prior to cancellation is itself processed, and all Fees payable by you in relation to your use of MPI prior to cancellation are paid. MPI Payments processed after the effective cancellation date will be subject to additional administration processing Fees.
- (b) You acknowledge that any termination by the Sponsoring Financial Institution of your merchant facility will result in immediate termination of your use of MPI, whether or not you use the Credit Card Payment Channel.
- (c) We may suspend or terminate your use of MPI if we are unable to debit MPI Adjustments from your MPI Account or Fees from your Fees Account and no alternative arrangements acceptable to us are put in place.
- (d) Upon suspension or termination of your use of MPI, MPI Payments may continue to be received by us, we may continue to process MPI Adjustments and we may continue to hold funds of yours pending determination by us of any required or authorised dealings with or applications of those funds in accordance with these Terms or with our contracts with 3rd Parties, or any permitted set-off against sums you owe to us, and when such a determination is made, we may deal with your funds in accordance with that determination.
- (e) Once any determination is fully processed, the balance of any affected MPI Payment will be paid to your MPI Account.

### 5.10 Reporting

We will report on transactions occurring through your use of MPI:

- (a) through the payment advice - setting out all MPI Payments actually made to you, MPI Adjustments actually made, during the day; and

## The Terms: 5 MYOB M-Powered Invoices (MPI) - Terms and conditions

- (b) through the monthly statement - setting out a summary of MPI Payments actually made to you, MPI Adjustments actually made and Fees deducted in relation to your use of MPI during the previous month.

### 5.11 Special BPAY Payment Channel provisions

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

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

- (a) You must:

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

us, a 3rd Party or a participant in the BPAY Payment Channel, required in respect of your use or former use or your customers' use of the BPAY Payment Channel, at your cost, including matters related to:

- (5) debiting and crediting accounts (including the MPI Account) by the Sponsoring Financial Institution;
- (6) initiating, processing or effecting transactions, including MPI Payments and MPI Adjustments within the BPAY Payment Channel;
- (7) unwinding any MPI Payment;
- (8) the format of materials issued by you in relation to the BPAY Payment Channel;
- (9) using or ceasing to use BPAY trade marks;
- (10) proceedings concerning the protection of the BPAY trade marks;
- (11) the entitlement to be indemnified of us, the Sponsoring Financial Institution or another participant in the BPAY Payment Channel;
- (12) dealings with confidential information of ours, the Sponsoring Financial Institution or another participant in the BPAY Payment Channel; or
- (13) Privacy Law consents,

as and when reasonably required by us.

- (b) You acknowledge that we do not and will not give any warranty or make any representation in respect of goods or services, and you undertake that you will not give any warranty or make any representation in respect of goods or services, that may bind the Sponsoring Financial Institution or any other participant in the BPAY Payment Channel.

- (c) We may, at any time and without notice:

- (1) prevent the withdrawal or other use or application of money held by us; or
- (2) suspend or terminate your use of the BPAY Payment Channel,

where we are required to do so by any agreement with the Sponsoring Financial Institution.

- (d) Your use of the BPAY Payment Channel terminates automatically where our agreement with the Sponsoring Financial Institution in relation to the BPAY Payment Channel terminates and no substitute arrangements are in place.

- (e) You acknowledge that there are times and circumstances where participants in the BPAY Payment Channel are not obliged to make it available, and at these times and in these circumstances, neither you nor your customers will be able to use the BPAY Payment Channel.

- (f) We are not liable to you for any Loss or Claim suffered or incurred by you arising in relation to any MPI Payment, MPI Adjustment or other transaction effected in relation to the BPAY Payment Channel, including any fraudulent, unauthorised or mistaken transaction, payment instruction, reversal or error correction.

- (g) We are not liable to you for any action or inaction of the Sponsoring Financial Institution in relation to MPI, whether or not under any agreement between us and the Sponsoring Financial Institution.

- (h) Until your use of the BPAY Payment Channel terminates, you must, in any manner prescribed or approved by us:

- (1) inform your customers in a manner which is not misleading, how they may use the BPAY Payment Channel to pay you; and
- (2) print the BPAY scheme logo and the biller code nominated by us on your invoices.

## The Terms: 5 MYOB M-Powered Invoices (MPI) - Terms and conditions

- (i) On suspension or termination of your use of the BPAY Payment Channel you must stop using or distributing any material containing any BPAY trade marks or trade marks substantially identical or deceptively similar to the BPAY trade marks.
- (j) On termination of your use of the BPAY Payment Channel or if we instruct you to do so, you must immediately advise your customers that they can no longer give directions in relation to MPI Payments through the BPAY Payment Channel.
- (k) You must use BPAY trade marks only in the manner and form required or permitted by the MYOB M-Powered Services User Guide. You must not use the BPAY trade marks in such a way as to create an impression that goods or services you offer are sponsored, produced, offered or sold by BPAY Pty Ltd or any other participant in the BPAY Payment Channel. You must not adopt 'BPAY' or any other BPAY trade mark as any part of the name of any Business of yours, or apply it to any goods or services offered for sale by you.
- (l) You must submit the general format of all material containing BPAY trade marks to us for prior approval before distributing the material, and any changes to the general format of that material must also be submitted for prior approval before distribution.
- (m) You must notify us immediately if you become aware of any infringement, potential infringement, unfair competition, passing off or equivalent or similar breach of any applicable law in relation to the BPAY trade marks. If any claim is asserted or legal proceedings commenced against you for alleged infringement of any rights held by a third party by reason of the use of a BPAY trade mark, you must immediately provide to us prompt written notice of such claim or proceedings, and keep us informed of all developments in respect of the claim or proceedings.
- (n) You may only give your customers the information and materials specified by us in relation to the use of the BPAY Payment Channel to assist them to use the BPAY Payment Channel.
- (o) You must give us copies of all information and materials you give your customers relating to the BPAY Payment Channel, and all material you use containing BPAY trade marks, as soon as possible after our request.
- (p) While you use the BPAY Payment Channel, you consent to the use of your name and main trading logo in lists of billers and other BPAY Payment Channel scheme participants published by BPAY scheme participants, and we may provide this material to those persons for this purpose.
- (q) You indemnify us and our Personnel against any Loss or Claim suffered or incurred by any of them arising from your use of BPAY trade marks in breach of these Terms.
- (r) You acknowledge that, to the maximum extent permitted by law, none of us, a 3rd Party or another participant in the BPAY Payment Channel is liable to you for any missing or erroneous MPI Payment or the failure or disruption of any process or computer hardware or software beyond that person's reasonable control.
- (s) On cancellation, suspension or termination of your use of the BPAY Payment Channel, MPI Adjustments and other transactions in relation to MPI Payments, transactions or services initiated or processed before that time must still be processed.
- (t) You agree to be bound by the dispute resolution procedures applicable to the BPAY Payment Channel, including for a dispute relating to a MPI Payment or a MPI Adjustment.
- (u) You must establish and maintain a fair policy for the correction of errors and exchange and return of goods and services.
- (v) You acknowledge that for the purposes of obligations owed to you by your customers, the date of payment by such a customer is the 'date paid' for that MPI Payment as advised in the relevant payment advice, whether or not those funds are actually received in your MPI Account on the relevant 'date paid'.
- (w) You must notify us immediately if you become aware that you are unable to apply MPI Payments or MPI Adjustments listed in a payment advice to accounts you maintain for your customers for any reason.
- (x) Upon being notified by us that a MPI Payment is allegedly unauthorised, you must:

## The Terms: 5 MYOB M-Powered Invoices (MPI) - Terms and conditions

- (1) immediately prevent the withdrawal or other use or application of the funds held by you comprising the MPI Payment (to the extent they have not already been disbursed by you to another party) pending the resolution of the matter by our Sponsoring Financial Institution or a BPAY payer institution;
- (2) disclose, within 2 Business Days of you receiving the notice, such information to us as is reasonably necessary to identify the ultimate recipient of the funds; and
- (3) comply with any reasonable request for assistance by us in the adjusting of the MPI Payment.
- (8) the use or ceasing use of POSTbillpay Trade Marks;
- (9) proceedings concerning the protection of the POSTbillpay Trade Marks;
- (10) the entitlement to be indemnified of us, Australia Post or another participant in the POSTbillpay in person Payment Channel;
- (11) dealings with confidential information of ours, Australia Post or another participant in the POSTbillpay in person Payment Channel; or
- (12) Privacy Law consents, as and when reasonably required by us.

### 5.12 Special POSTbillpay in person Payment Channel provisions

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

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

(a) In this clause 5.12, **Australia Post** means Australian Postal Corporation, and where applicable includes its licensees and franchisees.

(b) You must:

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

us, a 3rd Party or a participant in the POSTbillpay in person Payment Channel, required in respect of your use or former use or your customers' use of the POSTbillpay in person Payment Channel, at your cost, including matters related to:

- (5) the initiating, processing or effecting of transactions, including MPI Payments and MPI Adjustments within the POSTbillpay in person Payment Channel;
- (6) the format of materials issued by you in relation to the POSTbillpay in person Payment Channel;
- (7) assisting us and Australia Post to monitor and address issues with barcode readability;

(c) You acknowledge that we do not and will not give any warranty or make any representation in respect of goods or services that may bind Australia Post or any other participant in the POSTbillpay in person Payment Channel.

(d) We may, at any time and without notice:

- (1) prevent the use or application of money held by us; or
- (2) suspend or terminate your use of the POSTbillpay in person Payment Channel, where we are required to do so by any agreement with Australia Post.

(e) Your use of the POSTbillpay in person Payment Channel terminates automatically where:

- (1) our agreement with Australia Post in relation to the POSTbillpay in person Payment Channel terminates and no substitute arrangements are in place; or
- (2) 30 days has elapsed after we receive notice of a change in Australia Post's acceptable biller policy which has the effect of disentitling you to use the POSTbillpay in person Payment Channel.

(f) You acknowledge that there are times and circumstances where participants in the POSTbillpay in person Payment Channel are not obliged to make it available, and at these times and in these circumstances, neither you nor your customers will be able to use the POSTbillpay in person Payment Channel.

(g) We are not liable to you for any Loss or Claim suffered or incurred by you arising in relation to any MPI Payment, MPI Adjustment or other transaction effected in relation to the POSTbillpay in person Payment Channel, including any fraudulent, unauthorised or mistaken transaction, payment instruction, reversal or error correction.

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- (h) We are not liable to you for any action or inaction of Australia Post in relation to the POSTbillpay in person Payment Channel, whether or not under any agreement between us and Australia Post.
- (i) On suspension or termination of your use of the POSTbillpay in person Payment Channel, you must stop using or distributing any material containing any POSTbillpay Trade Marks or trade marks substantially identical or deceptively similar to the POSTbillpay Trade Marks.
- (j) On termination of your use of the POSTbillpay in person Payment Channel, you must immediately advise your customers that they can no longer give directions in relation to MPI Payments through the POSTbillpay in person Payment Channel.
- (k) You must use POSTbillpay Trade Marks only in the manner and form required or permitted by the MYOB M-Powered Services User Guide or any licence with Australia Post, and you must not infringe the intellectual property of Australia Post.
- (l) You must submit the general format of all material containing POSTbillpay Trade Marks to us for prior approval before distributing the material, and any changes to the general format of that material must also be submitted for approval before distribution.
- (m) You must notify us immediately if you become aware of any infringement, potential infringement, unfair competition, passing off or equivalent or similar breach of any applicable law in relation to the POSTbillpay Trade Marks.
- (n) You may only give your customers the information and materials specified by us (and you may not give them any other information or materials) in relation to the use of the POSTbillpay in person Payment Channel to assist them to use the POSTbillpay in person Payment Channel.
- (o) You must give us copies of all information and materials you give your customers relating to the POSTbillpay in person Payment Channel, and all material you use containing POSTbillpay Trade Marks, as soon as possible after our request.
- (p) You indemnify us and our Personnel against any Loss or Claim suffered or incurred by any of them arising from your use of POSTbillpay Trade Marks in breach of these Terms.
- (q) You acknowledge that, to the maximum extent permitted by law, none of us, a 3rd Party or another participant in the POSTbillpay in person Payment Channel is liable to you for any missing or erroneous MPI Payment or the failure or disruption of any process or computer hardware or software beyond that person's reasonable control.
- (r) On cancellation, suspension or termination of your use of the POSTbillpay in person Payment Channel, MPI Adjustments or other transactions in relation to MPI Payments, transactions or services initiated or processed before that time must still be processed.
- (s) You agree to be bound by the dispute resolution procedures applicable to the POSTbillpay in person Payment Channel.
- (t) You acknowledge and agree that:
  - (1) you have received and understood details of the obligations of Australia Post in respect of the collection and transfer of payments in the POSTbillpay in person Payment Channel set out in clauses 5.12(t)(2), (3) and (4);
  - (2) Australia Post is entitled to retain any interest or other financial benefit accruing to it as a result of the deposit of money received under our agreement with Australia Post into an Australia Post bank account;
  - (3) Australia Post is under no obligation to account to you for payments collected under our agreement with Australia Post; and
  - (4) you may not make or institute any claim, demand, action, proceeding or prosecution against Australia Post in respect of any collection of any payment.
- (u) You acknowledge and agree that Australia Post is not liable to you for any loss or damage suffered, or that may be suffered (including direct and consequential loss) as a result of any action, proceeding, claim, demand or prosecution arising out of the performance by us or Australia Post of any duty, obligation or function under our agreement with Australia Post or in any way arising out of Australia Post being party to that agreement.
- (v) We may charge an additional Fee for customer payments that must be manually processed at an Australia Post post office because of an unreadable barcode due to poor quality printing of your documentation.



## The Terms: 5 MYOB M-Powered Invoices (MPI) - Terms and conditions

### 5.13 Special Credit Card Payment Channel provisions

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

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

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

## The Terms: 5 MYOB M-Powered Invoices (MPI) - Terms and conditions

- (k) You acknowledge that, to the maximum extent permitted by law, none of us, a 3rd Party or a participant in the Credit Card Payment Channel is liable to you for any missing or erroneous MPI Payment or the failure or disruption of any process or computer hardware or software beyond that person's reasonable control.
- (l) On termination of your use of the Credit Card Payment Channel, MPI Adjustments or other transactions in relation to MPI Payments, transactions or services initiated or processed before termination must still be processed.
- (m) You acknowledge that the operation of the merchant facility is also subject to the terms and conditions set by the Sponsoring Financial Institution in relation to that facility from time to time.
- (n) As part of your ongoing use of the Credit Card Payment Channel, you acknowledge and agree that we will receive credit cards details of your customers.
- (o) In respect of MPI Adjustments by way of a refund in the Credit Card Payment Channel (**Refunds**):
  - (1) you will be able to request full or partial Refund of MPI Payments made through the Credit Card Payment Channel;
  - (2) multiple partial Refunds are permitted but the total Refunds for an individual MPI Payment received by the Credit Card Payment Channel cannot exceed the value of the original transaction;
  - (3) there is a minimum Refund amount (set by us from time to time);
  - (4) a Refund can only be made to the credit card that was used to make the original MPI Payment to which the Refund relates;
  - (5) a separate Fee will be charged for each Refund processed;
  - (6) you can request a Refund up to 60 Business Days after the original MPI Payment to which the Refund relates;
  - (7) a Refund request must be submitted to us using a MPI Credit Card Refund Request Form; and
  - (8) despite (1) to (7), the availability and processing of Refunds may be regulated by your merchant facility.
- (p) The following has been provided so you gain a basic understanding of some of the terms and conditions associated with the Sponsoring Financial Institution merchant facility. A full merchant agreement will be provided if your application is successful and must be read prior to use of the facility. The merchant agreement becomes binding when you process the first transaction.
  - (1) You acknowledge that the Sponsoring Financial Institution, in establishing and maintaining your merchant facility may obtain from and disclose to any person involved in any card scheme, information about you for any purpose to do with the operation of that scheme. The Sponsoring Financial Institutions rights are subject to any restriction in the privacy legislation.
  - (2) By processing the first transaction you agree to be bound by the terms of the merchant agreement and to process transactions in accordance with that agreement and any operating guides that are issued to you.
  - (3) The Sponsoring Financial Institution may vary the terms of the merchant agreement or any operating guides at any time by written notice.
  - (4) You must store all transaction documentation for a minimum of six (6) months from the date of banking. You must provide legible copies of these vouchers to the Sponsoring Financial Institution when requested.
  - (5) You must advise the cardholder of your return/refund policy at the time of the transaction. Any refund processed must represent a return of goods or cancelled order which was previously debited to that account.
  - (6) You must never split a sale over two or more transactions under any circumstances.
  - (7) The Sponsoring Financial Institution may refuse to accept any transaction if it is invalid or unacceptable and may charge it back to you if we have already processed it. A transaction is unacceptable if the cardholder disputes it for any reason. You should refer to Section 5 of the merchant agreement which sets out circumstances where transactions are invalid or unacceptable.
  - (8) The Sponsoring Financial Institution will debit you for any loss or liability incurred by them due to failure to comply with your obligations under the merchant agreement.

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

- (9) You must not transmit card information across the Internet or other networks without encryption or scrambling of the information. You must protect access to card information on the Internet and other networks used by you, by password and restrict access to selected staff.
- (10) You must not give, buy, sell or exchange information in any form to anybody.
- (11) You must store any records that contain credit card numbers in a secure place only accessible to selected employees.
- (c) You must give us 5 Business Days notice of the effective time of any changes to your MPS Account, failing which Fees may be charged or passed on to you.
- (d) You acknowledge and agree that we are not liable for any Loss or Claim for not processing Superannuation Payment Messages due to our inability (including as a result of a MPS Limit or a MPS System Limit being exceeded) to draw funds from your MPS Account.

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

#### 6.1 Structure of relationships

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

#### 6.2 Application and establishment

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

#### 6.3 Your MPS Account

- (a) You must nominate a MPS Account to be used as the debit account by us, under the DDR, for all Superannuation Payments Messages sent by you using MPS.
- (b) The MPS Account must be in the same name as the Business that is applying for or is registered for MPS.

#### 6.4 Limits

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

#### 6.5 Superannuation Payment Message processing

- (a) You acknowledge that MPS only supports the ability to process Superannuation Contribution Information to Regulated Superannuation Funds.
- (b) You authorise us to accept and process any Superannuation Payment Message that has been sent to the MYOB M-Powered Services Gateway and which appears to have been correctly authorised by the nominated number of M-Powered Authorisers using the correct Passwords.
- (c) We may, at our discretion, determine not to accept and process any Superannuation Payment Message.

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

- (d) You acknowledge and agree that, following receipt by us of a Superannuation Payment Message authorised by your M-Powered Authorisers, the amount of money specified in the Superannuation Payment Message will be debited from your MPS Account and transferred into the MYOB MPS Settlement Account.
- (e) Once an authorised Superannuation Payment Message has been sent to the MYOB M-Powered Services Gateway, neither that Superannuation Payment Message, nor the payments that it intends to effect, may be amended, suspended or cancelled in any way by you.
- (f) If we receive an authorised Superannuation Payment Message before the applicable MPS Cut-off Time on a Business Day, debiting of your MPS Account will occur overnight. Alternatively, if the authorised Superannuation Payment Message is received after the applicable MPS Cut-off Time, or on a non-Business Day, debiting of your MPS Account will occur overnight on the following Business Day.
- (g) Money transferred into the MYOB MPS Settlement Account will remain in the MYOB MPS Settlement Account for a period of 3 Business Days to ensure the debit will be honoured by the financial institution that holds your MPS Account, prior to the distribution of that money and the Superannuation Contribution Information to the nominated Regulated Superannuation Funds.
- (h) In respect of a payment that is required to be made to a Regulated Superannuation Fund by means of cheque, the amount of money to make this payment will be transferred into the MYOB MPS Cheque Clearing Account from the MYOB MPS Settlement Account following the elapsing of the 3 Business Days required in clause 6.5(g).
- (i) Payments by cheque to Regulated Superannuation Funds from the MYOB MPS Cheque Clearing Account, and the distribution of the related Superannuation Contribution Information, will occur on a daily basis.
- (j) We are entitled to retain any interest or other financial benefit accruing as a result of monies being held in the MYOB MPS Settlement Account or the MYOB MPS Cheque Clearing Account.
- (k) It is your responsibility to ensure that there are always sufficient funds in your MPS Account to cover all debits to be processed by us in relation to your use of MPS. If, despite this requirement, there are not sufficient funds in your MPS Account or funds cannot be debited from your MPS Account under the DDR, we will not process the related Superannuation Payments Message.
- (l) You are responsible for the validity of all Superannuation Payment Messages and associated Superannuation Contribution Information sent for processing. You acknowledge and agree that we have no responsibility for checking the validity of any information contained within a Superannuation Payment Message.
- (m) It is your responsibility to ensure that any Superannuation Payment Messages sent for processing will not breach your nominated MPS Limit.
- (n) It is your responsibility, in relation to Superannuation Guarantee contributions made using MPS, to ensure that a Superannuation Payment Message authorised by your M-Powered Authorisers is received by us before the applicable cut-off date to allow for a sufficient timeframe to process the Superannuation Payment Message so that the relevant Regulated Superannuation Funds may receive your superannuation contributions within the statutory time limits imposed for Superannuation Guarantee contributions. By way of example, as at the time of printing of these Terms, you need to have sent your Superannuation Payment Message to the MYOB M-Powered Services Gateway by the 18th day of the month following the end of the reporting quarter to ensure payment is made to the relevant Regulated Superannuation Funds by the statutory time limit of the 28th day of that month.
- (o) It is your responsibility to ensure any necessary approvals are obtained and any statutory or regulatory requirements are complied with, to enable us to effect the processing of Superannuation Contribution Information to the Regulated Superannuation Funds. Where it is incumbent upon us to gain the necessary approval or to comply with the statutory or regulatory requirement, you must provide us, when requested, with all the necessary assistance and information in order for us to do so.

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

- (p) We accept no responsibility for delays in processing Superannuation Payment Messages or Superannuation Contribution Information, regardless of the reason for the delay (including holidays, late payment instructions and the actions or inaction of 3rd Parties or other persons). Without limiting clause 6.9(f), we are not liable to you for any Loss or Claim suffered or incurred by you in relation to any failure by you to comply with the statutory requirements for Superannuation Guarantee contributions as a consequence of your use of MPS.
- (q) You appoint us as your agent with the power to contact and liaise with 3rd Parties or other persons (including Regulated Superannuation Funds) in relation to your participation in MPS, including to investigate why Superannuation Payment Messages have not been processed correctly, and to instruct 3rd Parties and other persons to remedy any errors identified.

We may delegate our power under this agency arrangement, in whole or in part, to any person. If we request you to do so, you must confirm this agency arrangement to relevant 3rd Parties and other persons in writing. For the avoidance of doubt, nothing done or not done by us pursuant to this agency arrangement creates or increases any liability that would not otherwise be created or increased.

### 6.6 MPS Fees

You acknowledge and agree that the financial institution with whom you have established your MPS Account will charge you direct for, and that you are responsible for, any up-front establishment and ongoing Fees in respect of your MPS Account.

### 6.7 Cancellation, suspension and termination of your use of MPS

- (a) You may cancel your use of MPS by giving 5 Business Days written notice of your intention. Despite any such cancellation, you must authorise and otherwise ensure (by keeping the DDR in place or other means) that any Superannuation Payment Message sent prior to cancellation can itself be processed, and all Fees payable by you in relation to your use of MPS prior to cancellation are paid.
- (b) We may suspend or terminate your use of MPS if your MPS Account cannot be debited and no alternative arrangements acceptable to us are put in place.

- (c) Upon suspension or termination of your use of MPS, we may continue to process any Superannuation Payment Message sent prior to cancellation and we may continue to hold funds of yours pending determination by us of any required or authorised dealings with or applications of those funds in accordance with these Terms or with our contracts with 3rd Parties, or any permitted set-off against sums you owe to us, and when such a determination is made, we may deal with your funds in accordance with that determination.

### 6.8 Reporting

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

### 6.9 Special MPS provisions

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

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

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

(12) dealings with confidential information of ours, the Sponsoring Financial Institution or any other 3rd Party; or

(13) Privacy Law consents,

as and when reasonably required by us.

(b) You acknowledge that we do not and will not give any warranty or make any representation in respect of goods or services, and you undertake that you will not give any warranty or make any representation in respect of goods or services, that may bind the Sponsoring Financial Institution or any other 3rd Party.

(c) We may, at any time and without notice:

(1) prevent the withdrawal or other use or application of money held by us; or

(2) suspend or terminate your use of MPS,

where we are required to do so by any agreement with the Sponsoring Financial Institution.

(d) Your use of MPS terminates automatically where our agreement with the Sponsoring Financial Institution or a 3rd Party in relation to MPS terminates and no substitute arrangements are in place.

(e) You acknowledge that there are times and circumstances where 3rd Parties are not obliged to make MPS available, and at these times and in these circumstances, you will be unable to use MPS.

(f) We are not liable to you for any Loss or Claim suffered or incurred by you arising in relation to any Superannuation Payment Message or other transaction effected in relation to MPS, including any fraudulent, unauthorised or mistaken transaction, payment instruction, reversal or error correction.

(g) We are not liable to you for any action or inaction of the Sponsoring Financial Institution or a 3rd Party in relation to MPS, whether or not under any agreement between us and the Sponsoring Financial Institution or a 3rd Party.

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

#### 7.1 Structure of relationships

(a) Under MYOB M-Powered Payments (**MPP**), we have contractual relationships with 3rd Parties, providing a legal framework for MPP.

(b) To use MPP, you will be required either to:

(1) enter into and maintain an agreement with the Nominated MPP Direct Financial Institution that authorises you to utilise MPP for the purposes of processing Direct Credits from one or more nominated MPP Accounts; or

(2) enter into and maintain an agreement with the Nominated MPP TNA Financial Institution that authorises via a Transaction Negotiation Authority the Sponsoring Financial Institution and us to process Direct Credits from your nominated MPP Account.

(c) You acknowledge that we are your agent with authority to make arrangements with your Nominated MPP Direct Financial Institution to carry out your instructions and that the terms agreed by us in those arrangements will bind you. Failure by us to satisfy any of the conditions of the arrangements with the Nominated MPP Direct Financial Institution may result in refusal to process instructions received from us and/or your Nominated MPP Direct Financial Institution seeking indemnity for its loss. The Nominated MPP Direct Financial Institution need not give prior notice of a decision to cease processing instructions received through us and is not responsible for any loss resulting from the cessation. The Nominated MPP Direct Financial Institution is not liable to you for any fraud or errors committed by you, or your servants or agents including us. The accuracy of Electronic Payment Messages lodged by us on your behalf is entirely a matter between you and us.

#### 7.2 Application and establishment

(a) To qualify for use of MPP, you must:

(1) be approved as a credit user of the Direct Credit System by either:

(A) the Nominated MPP Direct Financial Institution and be authorised by them to debit one or more nominated MPP Accounts and process Direct Credits using MPP; or

(B) the Nominated MPP TNA Financial Institution and have a Transaction Negotiation Authority issued to the Sponsoring Financial Institution that authorises the Sponsoring Financial Institution and us to debit your nominated MPP Account and process Direct Credits on your behalf; and

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

- (2) pay to the Nominated MPP Direct Financial Institution or Nominated MPP TNA Financial Institution any applicable Fees payable to them in relation to your application to use MPP.
- (b) You consent to the sharing of information including your Personal Information between us and any other 3rd Parties, including either the Nominated MPP Direct Financial Institution or Nominated MPP TNA Financial Institution as appropriate, which is necessary in relation to your application for, and if you are approved, the ongoing administration of your use of MPP. You can access your information by contacting the Nominated MPP Direct Financial Institution or Nominated MPP TNA Financial Institution. You may be charged a fee by the Nominated MPP Direct Financial Institution or Nominated MPP TNA Financial Institution for access. If this information is not accurate, complete and up to date, the Nominated MPP Direct Financial Institution or Nominated MPP TNA Financial Institution will take reasonable steps to ensure it is accurate, complete and up to date. You consent to the Nominated MPP Direct Financial Institution or Nominated MPP TNA Financial Institution providing Personal Information to any contractor or service provider they engage to provide services connected with your use of MPP.

### 7.3 Your MPP Accounts

- (a) Subject to approvals provided as per 8.2 (a) you must nominate at least one MPP Account to be used as the debit account when processing Electronic Payment Messages sent by you using MPP.
- (b) Any nominated MPP Account must be in the same name as the Business that is applying for or is registered for MPP.
- (c) You must give us 5 Business Days notice of the effective time of any changes to an MPP Account, failing which Fees may be charged or passed on to you.
- (d) You acknowledge and agree that we will not be liable for any Loss or Claim for not processing Direct Credits due to the inability (including as a result of a MPP Limit or a MPP System Limit being exceeded) to draw funds from the relevant MPP Accounts.

### 7.4 Limits

- (a) Subject to any relevant requirements imposed from time to time by the Sponsoring Financial Institution, Nominated MPP Direct Financial Institution or Nominated MPP TNA Financial Institution, you must nominate MPP Limits that may be used by us, the Sponsoring Financial Institution, Nominated MPP Direct Financial Institution or Nominated MPP TNA Financial Institution, as appropriate, when processing Electronic Payment Messages authorised by your M-Powered Authorisers.
- (b) If an Electronic Payment Message, when processed, would result in the MPP Limits being exceeded, then the Electronic Payment Message may be rejected and not processed by us, the Sponsoring Financial Institution, Nominated MPP Direct Financial Institution or Nominated MPP TNA Financial Institution.
- (c) A MPP System Limit, the amount of which will be determined by us, will apply to all users of MPP. It will limit the total value of all Electronic Payment Messages sent by you on any one day from exceeding a specified amount.
- (d) If the MPP System Limit is exceeded, then all the Electronic Payment Messages sent by you on that day may be rejected and not processed.

### 7.5 Electronic Payment Message processing

- (a) You acknowledge that MPP only supports the ability to process:
  - (1) a Direct Credit to a bank account supported by the Bulk Electronic Clearing System; and
  - (2) a Remittance Advice to the recipient of a Direct Credit by facsimile or email.
- (b) You authorise us and either the Nominated MPP Direct Financial Institution or Sponsoring Financial Institution, as appropriate, to accept and process any Electronic Payment Message that has been sent to the MYOB M-Powered Services Gateway and which appears to have been correctly authorised by the nominated number of M-Powered Authorisers using the correct Passwords.

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

- (c) We or either the Nominated MPP Direct Financial Institution or Sponsoring Financial Institution, as appropriate, may, at our discretion, determine not to accept and process any Electronic Payment Message.
- (d) You acknowledge and agree that, following receipt by us of an Electronic Payment Message requiring an Immediate Payment that is authorised by your M-Powered Authorisers, the value specified in the Electronic Payment Message will be debited from your MPP Account and transferred as a Direct Credit in accordance with the payment instructions contained in the Electronic Payment Message.
- (e) You acknowledge and agree that, following receipt by us of an Electronic Payment Message requiring a Future Payment that is authorised by your M-Powered Authorisers, that Electronic Payment Message will be stored on the MYOB M-Powered Services Gateway and will not be processed by us or either the Nominated MPP Direct Financial Institution or Sponsoring Financial Institution until the date nominated by you for the Direct Credit to occur.
- (f) Once an authorised Electronic Payment Message requiring an Immediate Payment has been sent to the MYOB M-Powered Services Gateway, neither that Electronic Payment Message, nor the Direct Credits that it intends to effect, may be amended, suspended or cancelled in any way by you. Alternatively, an Electronic Payment Message requiring a Future Payment may be amended or cancelled at any point of time up until the MPP Cut-Off Time on the Business Day immediately prior to the nominated date for payment.
- (g) Subject to clause 8.5(i), if we receive an authorised Electronic Payment Message requiring an Immediate Payment before the applicable MPP Cut-off Time on a Business Day, or an authorised Electronic Payment Message requiring a Future Payment on that Business Day has previously been received by us, debiting of the relevant MPP Account and processing of the associated Direct Credits will occur either the same day or overnight.
- (h) Subject to clause 8.5(i), if an authorised Electronic Payment Message is received by us after the applicable MPP Cut-off Time, or on a non-Business Day, debiting of the relevant MPP Account and processing of the associated Direct Credits will occur overnight on the following Business Day.
- (i) It is your responsibility to ensure that there are always sufficient funds in the relevant MPP Accounts and that your nominated MPP Limits have not been exceeded. If, despite this requirement, there are not sufficient funds in a MPP Account or the MPP Limits have been exceeded, you acknowledge that we, the Sponsoring Financial Institution or the Nominated MPP Direct Financial Institution, as appropriate, may not process the Direct Credits and any associated Remittance Advices.
- (j) You acknowledge that where you have indicated that a Remittance Advice is to be sent to the recipient of a Direct Credit that we will only attempt to send that Remittance Advice upon confirmation from the Nominated MPP Direct Financial Institution or Sponsoring Financial Institution that the associated Direct Credit has been accepted for processing. Where we are unable to confirm if a Direct Credit has been accepted, we will email the Remittance Advice to the person you nominate as your M-Powered Services Contact.
- (k) You are responsible for the validity of all Electronic Payment Messages sent for processing, including the information used for the associated Direct Credits and Remittance Advices. You acknowledge and agree that neither we nor the Nominated MPP Direct Financial Institution have any responsibility for checking the validity of any information contained within an Electronic Payment Message.
- (l) It is your responsibility to ensure that the facsimile number or email address provided for the intended recipient of a Remittance Advice is correct and available for use by us. You acknowledge that we will only make three attempts to send a Remittance Advice by facsimile in the event the facsimile number provided is engaged or otherwise unavailable.
- (m) It is your responsibility to ensure that any Electronic Payment Messages sent for processing will not breach your nominated MPP Limits.
- (n) It is your responsibility to ensure any necessary approvals are obtained and any statutory or regulatory requirements are complied with, to enable us and either the Nominated MPP Direct Financial Institution or Sponsoring Financial Institution to effect the processing of Direct Credits and Remittance Advices. Where it is incumbent upon us to gain the necessary approval or to comply with the statutory or regulatory requirement, you must provide us, when requested, with all the necessary assistance and information in order for us to do so.



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

- (o) We accept no responsibility for delays in processing Electronic Payment Messages, Direct Credits or Remittance Advices, regardless of the reason for the delay (including holidays, late payment instructions, incorrect bank account numbers, facsimile numbers, email addresses and the actions or inaction of the Nominated MPP Direct Financial Institution, the Nominated MPP TNA Financial Institution, the Sponsoring Financial Institution, 3rd Parties or other persons).
- (p) You acknowledge and agree that your Nominated MPP Direct Financial Institution is not responsible if it is unable to process your Electronic Payment Messages or associated Direct Credits for any reason which could not reasonably be controlled or prevented by them. Such reasons include, without limitation, acts of god, war, change of law, computer viruses, system (hardware or software) failure or malfunction, or industrial dispute.

### 7.6 MPP Fees

You acknowledge and agree that the Nominated MPP Direct Financial Institution, Nominated MPP TNA Financial Institution or Sponsoring Financial institution, as appropriate, may charge you directly for their services in connection with your use of MPP. Charges may include transaction fees, over limit fees, recall/deletion fees and reversal fees.

### 7.7 Privacy & confidentiality

You acknowledge and agree that your Nominated MPP Direct Financial Institution or the Sponsoring Financial Institution may disclose your Electronic Payment Messages and Direct Credit details:

- (a) in general statistical information for its own purposes provided that the information does not disclose your identity or the identity of the recipients of Direct Credits;
- (b) where required to do so by law;
- (c) if the Direct Credit details are in the public domain;
- (d) if the Direct Credit details are already lawfully known, or become lawfully known without any restriction as to its use or disclosure;
- (e) to other financial institutions pursuant to its obligations as a participant in a payments clearing system; and
- (f) to us.

### 7.8 Cancellation, suspension and termination of your use of MPP

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

### 7.9 Reporting

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

### 7.10 Special MPP provisions

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

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

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

- (6) initiating, processing or effecting transactions within MPP;
  - (7) unwinding any payment made with MPP;
  - (8) the format of materials issued by you in relation to MPP;
  - (9) using or ceasing to use 3rd Party trade marks;
  - (10) proceedings concerning the protection of the 3rd Party trade marks;
  - (11) the entitlement to be indemnified of us, the Nominated MPP Direct Financial Institution, the Sponsoring Financial Institution or any other 3rd Party;
  - (12) dealings with confidential information of ours, the Nominated MPP Direct Financial Institution, the Sponsoring Financial Institution or any other 3rd Party; or
  - (13) Privacy Law consents, as and when reasonably required by us.
- (b) You acknowledge that we do not and will not give any warranty or make any representation in respect of goods or services, and you undertake that you will not give any warranty or make any representation in respect of goods or services, that may bind the Nominated MPP Direct Financial Institution, the Nominated MPP TNA Financial Institution, the Sponsoring Financial Institution or any other 3rd Party.
- (c) We may, at any time and without notice:
- (1) prevent the withdrawal or other use or application of money held by us; or
  - (2) suspend or terminate your use of MPP, where we are required to do so by any agreement with the Nominated MPP Direct Financial Institution or the Sponsoring Financial Institution.
- (d) Your use of MPP terminates automatically where our agreement with the Nominated MPP Direct Financial Institution, the Sponsoring Financial Institution or a 3rd Party in relation to MPP terminates and no substitute arrangements are in place. Similarly, your use of MPP terminates automatically where your agreement with the Nominated MPP Direct Financial Institution in relation to MPP terminates or, if you have an MPP Account with a Nominated MPP TNA Financial Institution, the Transaction Negotiation Authority you established is cancelled and no substitute arrangements are in place.
- (e) You acknowledge that there are times and circumstances where the Nominated MPP Direct Financial Institution, the Nominated MPP TNA Financial Institution, the Sponsoring Financial Institution or a 3rd Party is not obliged to make MPP available, and at these times and in these circumstances, you will be unable to use MPP.
- (f) We are not liable to you for any Loss or Claim suffered or incurred by you arising in relation to any Electronic Payment Message, Direct Credit, Remittance Advice or other transaction effected in relation to MPP, including any fraudulent, unauthorised or mistaken transaction, payment instruction, reversal or error correction.
- (g) We are not liable to you for any action or inaction of the Nominated MPP Direct Financial Institution, the Nominated MPP TNA Financial Institution, the Sponsoring Financial Institution or a 3rd Party in relation to MPP, whether or not under any agreement between us and the Nominated MPP Direct Financial Institution, the Sponsoring Financial Institution or a 3rd Party.
- (h) You acknowledge and agree that if the Nominated MPP Direct Financial Institution cannot account for an Electronic Payment Message or Direct Credit then the Nominated MPP Direct Financial Institution's liability to you is limited to the face value of that Electronic Payment Message or Direct Credit plus interest.
- (i) You acknowledge and agree that the Nominated MPP Direct Financial Institution has no liability to you for Direct Credits properly exchanged with other financial institutions except where, through its negligence or breach of contract, the Nominated MPP Direct Financial Institution has caused you to suffer or incur a Loss or Claim

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

### 8.1 Structure of relationships

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

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

### 8.2 Application and establishment

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

### 8.3 Your MPBS Accounts

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

### 8.4 Bank Statement Information processing

- (a) Bank Statement Information for a nominated MPBS Account will be available for you to receive, by connecting to the MYOB M-Powered Services Gateway, by 10.00am (Melbourne Time) on the day following a Business Day;
- (b) You acknowledge that the Bank Statement Information received on any day is up to date at the close of business on the previous Business Day.
- (c) You acknowledge and agree that we will not be liable for any Loss or Claim in relation to the provision of the Bank Statement Information by us, nor for any Loss or Claim in relation to your use of, or reliance upon, the Bank Statement Information provided to you in using MPBS.
- (d) We accept no responsibility for any inaccuracy of the Bank Statement Information provided by us to you, regardless of the reason for the inaccuracy.

- (e) We accept no responsibility for delays in processing Bank Statement Information, regardless of the reason for the delay (including holidays, the actions or inaction of the Nominated MPBS Financial Institution, 3rd Parties or other persons).

### 8.5 MPBS Fees

- (a) You acknowledge and agree that the Fees payable to us in relation to your use of MPBS will be payable for all Bank Statement Information that is provided to us by your Nominated MPBS Financial Institution for your nominated MPBS Account/s and made available for you to receive by connecting to the MYOB M-Powered Services Gateway.

### 8.6 Cancellation, suspension and termination of your use of MPBS

- (a) You may cancel your use of MPBS by giving 5 Business Days written notice of your intention. Despite any such cancellation, you must authorise and otherwise ensure (by keeping the DDR in place or other means) that all Fees payable by you in relation to your use of MPBS prior to cancellation are paid.
- (b) On termination of your use of MPBS, you will cease to have access to any Bank Statement Information that exists or may have been provided to you previously.

### 8.7 Reporting

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

### 8.8 Special MPBS provisions

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

- (a) You must:
  - (1) give any information, assistance, authorities or consents reasonably required to;
  - (2) obtain from your customers any information, assistance, authorities or consents reasonably required by;
  - (3) make any payment directed by; and

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

- (4) comply with any reasonable condition or procedural requirement imposed by, us or a 3rd Party, required in respect of your use or former use of MPBS, at your cost, including matters related to:
  - (5) the format of materials issued by you in relation to MPBS;
  - (6) using or ceasing to use 3rd Party trade marks;
  - (7) proceedings concerning the protection of the 3rd Party trade marks;
  - (8) the entitlement to be indemnified of us, the Nominated MPBS Financial Institution or any other 3rd Party;
  - (9) dealings with confidential information of ours, the Nominated MPBS Financial Institution or any other 3rd Party; or
  - (10) Privacy Law consents,as and when reasonably required by us.
- (b) You acknowledge that we do not and will not give any warranty or make any representation in respect of goods or services, and you undertake that you will not give any warranty or make any representation in respect of goods or services, that may bind the Nominated MPBS Financial Institution or any other 3rd Party.
- (c) We may, at any time and without notice suspend or terminate your use of MPBS where we are required to do so by any agreement with the Nominated MPBS Financial Institution.
- (d) Your use of MPBS terminates automatically where our agreement with the Nominated MPBS Financial Institution or a 3rd Party in relation to MPBS terminates and no substitute arrangements are in place. Similarly, your use of MPBS terminates automatically where your agreement with the Nominated MPBS Financial Institution in relation to MPBS terminates and no substitute arrangements are in place.
- (e) You acknowledge that there are times and circumstances where 3rd Parties are not obliged to make MPBS available, and at these times and in these circumstances, you will be unable to use MPBS.
- (f) We are not liable to you for any action or inaction of the Nominated MPBS Financial Institution or a 3rd Party in relation to MPBS, whether or not under any agreement between us and the Nominated MPBS Financial Institution or a 3rd Party.

# Glossary

## Definitions

In these Terms and the rest of the PDS:

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

**Approved Partner** means a third party accounting or payroll software provider that has entered into a relationship with MYOB to enable their customers to use one or more of the M-Powered Services;

**Approved Partner Product** means an approved partner accounting or payroll product approved by MYOB to utilise and connect to the MYOB M-Powered Services Gateway.

**ATO EFT Account** means the account of the Australian Taxation Office established to accept electronic fund transfers;

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

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

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

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

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

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

**Business Day** means:

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

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

**Corporate Authorised Representative** means a third party formally appointed as an authorised representative of MYOB in terms of its Australian Financial Services Licence to provide one or more authorised financial service activities.

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

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

**DDR** means direct debit request;

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

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

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

**Fees** means fees and charges;

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

**Future Payment** means a Payment Message authorised to be processed, at a date nominated by you in the future using MPP;

**Immediate Payment** means a Payment Message authorised to be processed, immediately using MPP or MPMC;

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

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

## Glossary

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

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

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

**MPI Adjustment** means, for the purposes of sections 3, 4 and 5, an amount paid or payable by you, or on your behalf, in relation to a MPI Payment, including a reversal, a refund and an error correction;

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

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

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

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

**M-Powered Services Centre** means the MYOB software component enabling the secure sending of payment and other messages between the accounting or payroll software and MYOB M-Powered Services Gateway;

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

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

**MPP Cut-off Time** means the time stated on the MYOB website for your Nominated MPP Direct Financial Institution or the Sponsoring Financial Institution, as appropriate, by which Electronic Payment Messages must be sent to the MYOB M-Powered Services Gateway each Business Day to be processed the same day;

**MPP Limits** means the limits relating to the processing of Electronic Payment Messages nominated in your application to use MPP and that are approved by us, the Nominated MPP Direct Financial Institution, Nominated MPP TNA Financial Institution or Sponsoring Financial Institution, as appropriate.

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

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

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

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

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

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

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

**MYOB Cover** means the MYOB membership based service that provides customers with access to technical phone, fax and email based product support, upgrades to any new versions of their MYOB product, and other essential business information and special offers;

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

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

## Glossary

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

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

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

**MYOB Software Maintenance (E&S)** means the MYOB subscription based service that provides customers with access to technical phone, web and email based product support, upgrades to any new versions of their MYOB product, and other essential business information;

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

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

**Nominated MPP TNA Financial Institution** means, except if you have an MPP Account with a Nominated MPP Direct Financial Institution, the financial institution, approved by us, where the MPP Account nominated by you is located and who has authorised the Sponsoring Financial Institution and us, via the issuance of a Transaction Negotiation Authority, to debit your nominated MPP Accounts and process Direct Credits in accordance with the Electronic Payment Messages generated by you using MPP;

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

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

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

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

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

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

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

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

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

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

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

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

## Glossary

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

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

**Transaction Negotiation Authority or TNA** means an authority given by a Nominated MPP TNA Financial Institution to the Sponsoring Financial Institution to debit a nominated MPP Account and process Direct Credits of up to a specified amount during a specified period;

**3rd Party** means any person with whom we have contracted in relation to MYOB M-Powered Services. This includes the Sponsoring Financial Institution, the Nominated MPBS Financial Institutions, the Nominated MPP Direct Financial Institutions and all other service providers engaged by MYOB for the delivery of these services.

### Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) other parts of speech and grammatical forms of a word or phrase defined in these Terms have a corresponding meaning;
- (c) a reference to a person includes an individual and a company, partnership, joint venture, association, corporation or other body corporate and a government agency;
- (d) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause (d) implies that performance of part of an obligation constitutes performance of the obligation;
- (e) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (f) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (g) a reference to a party to a document includes that party's successors and permitted assigns;
- (h) no provision of these Terms may be construed adversely to us on the ground that we were responsible for the preparation of these Terms or that provision;
- (i) a reference to an agreement other than these Terms includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (j) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind;
- (k) a reference to liquidation includes official management, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
- (l) a reference to a body, other than us or you (including an institute, association or authority), whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (m) examples are descriptive only and not restrictive or exhaustive; and
- (n) 'we', 'us', 'our' and equivalent terms refer to MYOB Australia Pty Ltd (and where relevant, our Personnel) and 'you', 'your' and equivalent terms refer to an applicant for, or participant in, MYOB M-Powered Services (and where relevant, your Personnel).

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





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