



MYOB Payment Services (Supplier/Payroll) Product Disclosure Statement

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Issued by MYOB Australia Pty Ltd ABN 13 086 760 198
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Level 3, 235 Springvale Road Glen Waverley, VIC 3150
Tel 1300 555 123

www.myob.com.au

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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 MYOB Payment Services (Supplier/Payroll) (MYOB Payment Services).

You should read all sections of this PDS before making a decision to use MYOB's Payment Service. If you decide to use MYOB Payment Services, you should keep this PDS and all documentation relating to MYOB Payment Services for future reference. This PDS is relevant for customers based in Australia only.

This PDS contains a summary of the key features of MYOB's Payment Services. It also contains the terms and conditions that govern MYOB Payment Service (Terms), which are set out from page 8 of this PDS. When you use MYOB Payment Service you agree to be bound by the Terms detailed in this PDS (as amended from time to time).

Any advice in this PDS is general advice only and has been prepared without taking into account your businesses' objectives, financial situation or needs. Because of this, you should, before using MYOB Payment Services or acting on any advice in this PDS, consider whether MYOB Payment Services or the advice is appropriate to your businesses' objectives, financial situation and needs. In particular, you should consider the risks and costs of MYOB Payment Services as outlined in this PDS in light of our business' objectives, financial situation and needs.

You can cease using MYOB Payment Services at any time however cooling-off rights do not apply to a particular transaction once it has been authorised.

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). If any of the changes are materially adverse to the information in this PDS, we will issue a supplementary or replacement PDS. If we issue a supplementary or new PDS, we will notify you by posting the supplementary PDS or new PDS on our website. Alternatively, we may provide at least 5 days' prior written notice of any change, and at least 10 days' prior written notice (and longer if required by law or any other code to which we subscribe) of any change that is reasonably likely to materially affect or disrupt the manner in which you use MYOB Payment Services, or will otherwise have a material detrimental impact on you.

ENQUIRIES

If you have any questions regarding the information contained in this PDS, or any other general enquiries in relation to MYOB Payment Services, please contact us by email at payments_support@myob.com or by phone on **1300 783 674** between 9.00am and 5.30pm (AEST) Monday to Friday.

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

WHO IS MYOB?

MYOB is a leading provider of online business management solutions. It makes business life easier for approximately 1.2 million businesses and accountants across Australia and New Zealand by simplifying accounting, payroll, tax, practice management, CRM, job costing, inventory and more. MYOB operates across three core segments – Clients and Partners (business solutions to SMEs and Advisers); Enterprise Solutions (larger businesses) and Payment Solutions. It provides ongoing support through client service channels including a network of over 40,000 accountants, bookkeepers and other consultants. It is committed to ongoing innovation, particularly through its Connected Practice Strategy and through the development of the MYOB Platform.

MYOB Australia Pty Ltd holds an Australian Financial Services Licence (AFSL No. 241059). Under this licence MYOB is authorised to:

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

to retail clients.

WHAT IS MYOB PAYMENT SERVICES?

MYOB's Payment Service allows clients to pay employees, bills, liabilities and tax using their debit or credit card directly from their AccountRight software.

Access is provided in the "Prepare Electronic Payments" function within AccountRight that generates a single electronic message containing details of the payments you wish to make. A user that is nominated by the business must authorise the payment from MYOB's Payment Service before any payments is processed. Payments are authorised using the MYOB Secure mobile application. Once the payment has been authorised, it is processed by MYOB. The debit is made from your nominated card, with the money received by your payees within the next three business days.

FEATURES AT A GLANCE

Use of MYOB Payment Services can provide significant benefits. It is important that in addition to reading the significant benefits outlined below, you should also read and understand the significant risks of MYOB Payment Services before making a decision regarding whether to use MYOB Payment Services. The significant benefits and significant risks should also be used to compare MYOB Payment Services with other comparable non-cash payment products.

+ What are the significant benefits of MYOB's Payment Service?

- + **Streamline your payments process** – Pay your employees, bills, tax, and more in one transaction from your MYOB accounting software.
- + **Pay securely** – Payments must be authorised by nominated persons in your business before they are processed by MYOB. Payment authorisation workflows are secured by multi-factor authentication.
- + **Reconcile payments automatically** – Transactions and fees can be matched with bank transactions for clients with Bank Feeds. Bank Feeds is a service offered by MYOB that allows information from your financial institution to be sent straight to AccountRight, so you can save time on your data entry.
- + **Get rewarded for what you do** – Payments made using credit card can earn loyalty points on every dollar spent in the new MYOB Rewards program. MYOB Rewards is a program that allows MYOB clients to earn and redeem loyalty points. Loyalty points can be redeemed on items such as gift cards.
- + **No file exports or internet banking portals** – No need to share your internet banking credentials, as all payments are processed in your MYOB accounting software.
- + **Authorise payments online** – The service is available online. You can authorise your payments online through the web or through your mobile using the MYOB Secure application. MYOB Secure is a mobile application that allows MYOB clients to perform two-factor authentication.
- + **Less data-entry errors** – All payments are prepared with the data you've already entered into AccountRight, meaning there's less room for human error in the process.
- + **Detailed records for every payment** – MYOB Payment Services provides a detailed audit trail for each payment including who requested and authorised the payment, when it was made and, as well as other details.

+ What are the significant risks of MYOB's Payment Service?

- + **Unauthorised access** – Unless you take adequate security precautions, an unauthorised party may gain access and misuse MYOB Payment Services (e.g. making unauthorised payments, transacting using unauthorised payment details). You should reduce this risk by taking appropriate steps to protect access and authorisation passwords.
- + **Wrong payee bank details** – Payments may not be received by your intended payees if the bank account details that you've entered are incorrect. To reduce this risk, you should review the bank account details of your payees before authorising payments.
- + **Stopping payments** – As soon as you authorise a payment successfully, money is automatically debited from your nominated card. MYOB is not able to stop the debit.
- + **Systems** – Use of the service could be disrupted if systems failure occurs due to technology employed by either MYOB or our business partners involved in the provision of the service. This could result in delayed payment processing, meaning that: (a) your employees may not have wages or salaries credited to their bank accounts when expected; and / or (b) payments to bank accounts of payees may be delayed. MYOB does not guarantee that the service timeframes stated in the Terms will be met.
- + **Limits** – Daily limits are dictated by your nominated card and not by MYOB. You may not be able to pay using the service, if your limit is exceeded.

WHAT ARE THE COSTS?

The following fees (inclusive of GST) apply to MYOB Payment Services. This information should be used to compare MYOB Payment Services with other non-cash payment products.

Paying using a debit card Mastercard only	0.1% of the total payment value. Example: If you are using the service to pay \$18,855 via your debit card, your fees are \$18.86 (i.e. \$18,855 x 0.1%). Note this example reflects an estimated average transaction size and is provided for illustrative purposes only and may not reflect the actual fee payable on your transaction.
Paying using a credit card Visa, Mastercard	1.5% of the total payment value. Example: If you are using the service to pay \$52,806 via your credit card, your fees are \$792.09 (i.e. \$52,806 x 1.5%). Note this example reflects an estimated average transaction size and is provided for illustrative purposes only and may not reflect the actual fee payable on your transaction.

FEE VARIATIONS

Please note that 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 set out at page 8 of this PDS. Any such variations or waivers will be published on MYOB's website.

TAXATION CONSIDERATIONS

MYOB Payment Service may have tax implications. The taxation consequences of MYOB Payment Services can be complex and will differ for each customer's financial circumstances. We recommend that you obtain independent taxation and accounting advice in relation to the impact of these transactions and MYOB Payment Services on your particular financial situation.

BILLING PROCESS

MYOB will debit your nominated billing account for the fees payable. The schedule of the debit will occur based on your nominated payment profile. The billing process is subject to change, as notified by MYOB to you from time to time via e-mail. MYOB will send you an invoice of the fees that have been charged. Your authorised users will also be able to view the fees associated with each payment in the service portal.

ENQUIRIES

If you require any further information relating to the fees and charges for service, please contact our dedicated support team on **1300 783 674** between 9.00am and 5.30pm (AEST) Monday to Friday.

REMUNERATION OR OTHER BENEFITS RECEIVED BY MYOB STAFF

MYOB staff do not receive any proportion of fees or commissions paid in connection with MYOB Payment 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. Additional monetary benefits or rewards may include an annual bonus, the level of which may depend on the overall performance of both MYOB and the staff member. Non-monetary rewards may include things such as film tickets or gift vouchers.

WHAT TO DO IF YOU HAVE A CONCERN OR COMPLAINT?

CONTACTING US

You should contact us immediately if you suspect an error has occurred in a transaction or if you experience any other problems or have any complaints concerning the use of MYOB Payment Services. You should do this by either calling **1300 783 674** between 9.00am and 5.30pm (AEST), emailing us at **payments_support@myob.com** or by writing to:

MYOB Australia Pty Ltd

PO Box 371

Blackburn VIC 3130

WHAT WE WILL DO

We will promptly look into your concern or complaint 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.

IF YOU ARE NOT SATISFIED WITH OUR RESPONSE

If you are not satisfied with the response we give you to resolve your concern or complaint, you have the option of contacting the Australian Financial Complaints Authority (AFCA), the external dispute resolution scheme of which MYOB is a member.

You can contact AFCA by:

- + emailing info@afca.org.au; or
- + post to: Australian Financial Complaints Authority Limited, GPO Box 3 Melbourne, VIC 3001

AFCA also has an online complaints form: <https://www.afca.org.au/about-afca/contact-us/>

TERMS OF USE: MYOB PAYMENT SERVICES

ABOUT THESE TERMS

These terms of use (Terms) govern your use of MYOB's Payment Service (as defined below). You should read the Terms carefully, as they set out our respective rights and obligations.

1. DEFINITIONS

IN THESE TERMS:

ADRC means the Australasian Dispute Resolution Centre.

ASIC Act means the Australian Securities and Investments Commission Act 2001 (Cth).

ATO means the Australian Taxation Office.

Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Business means the business that applies to use MYOB Payment Service (and whose application we have accepted).

A **Business** may be a sole trader, a partnership, a company, a trust, or another type of organisation or entity.

Business Day means a day that is not a Saturday, Sunday, public holiday, or bank holiday in the place in which any relevant act is to be done or may be done.

Confidential Information means all information you provide to us which:

- a) is regarded by you as confidential to us or can reasonably be inferred to be confidential from the circumstances in which it is disclosed; and
- b) is disclosed to or observed by us (whether before, on or after the date of these Terms and whether by you or any other person),

and all notes, compilations, analyses, extracts, summaries and other records prepared by or for the benefit of us based on or incorporating that information.

Control has the meaning in section 50AA of the Corporations Act.

Corporations Act means the Corporations Act 2001 (Cth).

Customer Data means data (including Payroll Data), information (including Personal Information) and other materials entered or uploaded by you or your Users (as applicable) into MYOB Payment Services, but excludes the Usage Data.

Employees means employees of the Business.

ER Laws means all laws in Australia regulating employment which will apply to you.

Fees means the fees and charges relating to the provision of MYOB Payment Services, as notified to you when you commenced using MYOB Payment Services, and any amendment to those fees and charges effected in accordance with these Terms. Our fees and charges are published on our website at www.myob.com.

Intellectual Property Rights means patents, trade marks, service marks, registered designs, applications for any of the foregoing, copy right (including future copyright), design rights, know-how, domain names, trade secrets, circuit layout rights, technical information, Confidential Information, trade and business names, and any other similar protected rights in any country including any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future.

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

Major Bank means each of Australia and New Zealand Banking Group Limited, the Commonwealth Bank of Australia, National Australia Bank Limited and Westpac Banking Corporation.

MYOB Group Privacy Policy means: the privacy policy for MYOB Australia Pty Ltd (ACN 086 760 198) available at <https://www.myob.com/au/privacy-policy>, as amended from time to time.

MYOB Payment Service means any and all of the services, features or functionality comprising the product known as 'MYOB Payment Services' which we make available to you from time to time.

Other Application means an application or service developed by a third party to integrate and be used in conjunction with MYOB Payment Services.

Payroll Data means the Business payroll information that you input into MYOB Payment Services.

Personal Information has the meaning given to that term in the Privacy Act.

Privacy Act means the Privacy Act 1988 (Cth) as updated, amended or replaced from time to time.

Professional Partner means a person who provides bookkeeping, accounting or similar services to the Business, and who may be appointed as a User.

Tax Laws means the Taxation Administration Act 1953 (Cth) and any binding regulation, ruling or direction issued by the ATO from time to time.

Third Party means any person we have engaged to help us provide MYOB Payment Services. This includes any service providers engaged by us to assist in the delivery, maintenance and administration of MYOB Payment Services.

Usage Data means all data that MYOB may collect from you or process:

- a) when you subscribe to MYOB Payment Services or otherwise in order to administer your subscription (such as your name, contact details and payment information); and
- b) in connection with monitoring your use of MYOB Payment Services, including analytics data.

User means a person authorised by you to use MYOB Payment Services (including Employees and Professional Partners). MYOB Payment Services is a multi-user system.

we, us, our and **MYOB** means MYOB Australia Pty Ltd (ACN 086 760 198).

you and your means the Business, including each User.

2. GENERAL TERMS

2.1. SERVICES

- a) We agree to supply, and you agree to use, MYOB Payment Services in accordance with these Terms.
- b) You may only use MYOB Payment Services while you hold a current subscription for MYOB AccountRight (or other service specified by MYOB from time to time).
- c) Your cancellation of your (or your User's) MYOB AccountRight subscription (or other relevant service specified by MYOB) will also terminate your use of MYOB Payment Services.
- d) By using MYOB Payment Service, you are directing us to make a payment to an end recipient or to MYOB to reimburse us for payments made to an end recipient on your behalf.

2.2 PROTECTING YOUR LOGIN CREDENTIALS

(a) You must take security precautions. Unless you and your Users take adequate security precautions, it may be possible for an unauthorised person to gain access to your MYOB Payment Services. It is important for you and your Users to take all reasonable precautions to ensure that your login credentials (and those of your Users) are not misused, and remain secure and confidential. You should never:

- (i) tell anyone your login credentials, including any family member;
- (ii) let anyone else (whether acting as your agent or otherwise) access MYOB Payment Services using your login credentials.

It is also your responsibility to ensure that each User keeps his or her login credentials confidential and secure.

You (and your Users) should be particularly careful when accessing MYOB Payment Services from a public computer.

(b) Password resets. If you think that anyone else might know your login credentials (or those of any of your Users), you (or the affected User) should reset the affected password from within MYOB Payment Service, or contact us as soon as possible to arrange a password reset.

(c) Responsibility for Users. You:

- (i) agree that you are responsible and liable for the acts and omissions of each User in connection with MYOB Payment Services and these Terms, as if they were your acts and omissions; and
- (ii) accept all liability for any unauthorised use of any login credentials issued to any User other than any unauthorised use resulting from any negligent act or omission legally attributable to us).

2.3 YOUR OTHER RESPONSIBILITIES

- (a) You agree to only use MYOB Payment Services to:
- (i) make a bona fide purchase of goods and services within Australia with suppliers in Australia; and
 - (ii) pay for goods or services already delivered.
- (b) You accept all the risks associated with non-performance or supply by your supplier of goods and services.
- (c) You must not use MYOB Payment Services to pay a supplier that has been a merchant accepting Visa cards within the previous 12 months.
- (d) You must not use MYOB Payment Services to refinance an existing obligation.
- (e) No interference with MYOB Payment Services. You must not (and must ensure that your Users do not):
- (i) interfere with the operation of MYOB Payment Services or overload the system;
 - (ii) sell, translate, network, publish, commercialise, rent, lease, assign, transfer, loan or otherwise distribute all or part of MYOB Payment Services, or any adaption, modification or derivative of all or part of MYOB Payment Services;
 - (iii) reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code, formulae or processes in respect of the software behind MYOB Payment Services;
 - (iv) (except in respect of Customer Data or where we have given you permission) copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from MYOB Payment Services;
 - (v) use MYOB Payment Services:
 - i. for any unlawful purpose, or in a manner that is prohibited by law, regulation or government order in any relevant jurisdiction; or
 - ii. in a manner that violates a third party's legal rights;
 - (vi) upload any material (including pdf files) into MYOB Payment Services, or otherwise use MYOB Payment Services in any manner, which:
 - i. is harmful, threatening, abusive, vulgar, obscene or otherwise objectionable;
 - ii. contains Personal Information of any other person, without that person's express or implied consent;
 - iii. infringes the Intellectual Property Rights of any other person; or
 - iv. constitutes misuse or resale of MYOB Payment Services or any associated materials;
 - (vii) directly or indirectly, introduce or permit the introduction into MYOB Payment Services of any software viruses or any other malicious computer code, files or programs, or in any other manner whatsoever corrupt, interrupt, destroy or limit the functionality of MYOB Payment Services;
 - (viii) use MYOB Payment Services to send 'spam' or otherwise make available any offering designed to violate these Terms; or
 - (ix) remove, modify or tamper with any copyright, acknowledgment, attribution, trade mark, warning, disclaimer statement, regulatory or legal notice or link that is incorporated into MYOB Payment Services.
- (f) Cooperation and limited authority in relation to Third Parties. You:
- (i) must do all things reasonable and appropriate to enable us to fulfil our obligations to Third Parties in relation to MYOB Payment Services; and
 - (ii) authorise us to give a Third Party or other person any authority, consent or instruction in respect of MYOB Payment Services as may be reasonably required to enable us to provide MYOB Payment Service to you.
- (g) First Data. MYOB Payment Services is provided with the assistance of a third party, First Data Merchant Solutions Australia Pty Ltd (ABN 51 115 245 531) (First Data). You agree, and will ensure that any relevant third party agrees, that:
- (i) First Data may use transaction data obtained from providing its services to fulfil performance obligations under its agreement with MYOB and investigate fraud, or suspected fraud, related to transactions;
 - (ii) First Data may use transaction data obtained from providing its services in aggregated and anonymised form (as required by applicable laws) for research and development, or to provide services generally; and
 - (iii) we may provide to First Data each supplier's name, ABN, location (including registered address), valid Australian bank account, monthly transaction count and amount, and any other data requested by First Data.
- (h) Compliance with Tax Laws and ER Laws. It is your responsibility to retain your Business records for Tax Law and ER Law compliance purposes (as applicable). We are not liable for your failure to meet your legal obligations for record retention in relation to any Customer Data. If you decide to terminate MYOB Payment Services, we strongly advise you to extract your Customer Data in its entirety as soon as possible following termination. Please see section 6.3 for further details. For specific advice regarding your compliance obligations under the Tax Laws or the ER Laws, please consult the ATO or your professional advisor, as appropriate.

(i) Giving access to others. If you are listed as the owner of the Business or the authorised administrator for your AccountRight subscription, you can allow other people to authorise transactions through MYOB Payment Services (Additional Authorisers). You agree and understand that:

- (i) by adding an Additional Authoriser, you are expressly permitting that person to:
 - i. authorise transactions through MYOB Payment Service using the debit or credit card saved within the system; and
 - ii. add or remove debit or credit cards for payments,

amongst other things.

- (ii) the person responsible for paying for the associated AccountRight subscription will be responsible for all fees associated with MYOB Payment Services, including those transactions completed by Additional Authorisers;
- (iii) we are entitled to debit the nominated bank account or credit card for all fees, including those incurred by Additional Authorisers;
- (iv) an Additional Authoriser may add other Additional Authorisers or remove authorisers, including the original authoriser;
- (v) you will be responsible for the acts or omissions of all authorisers, including Additional Authorisers;
- (vi) it is your responsibility to remove the access of authorisers when their role is no longer required (e.g. a staff member leaves the business).

(j) Change of details. You must let us know of any changes to the details that you have provided to us in relation to MYOB Payment Services, and provide any proof of the change that we reasonably request from you.

(k) Accuracy of data. You are responsible for accuracy of the transaction information entered in MYOB Payment Services (e.g. the value of the transaction; recipients' bank account details). MYOB is not responsible for verifying transaction information nor will it be responsible for mistaken, unauthorised or fraudulent payments.

(l) Equipment, hardware and third party services. You are responsible for obtaining and maintaining all equipment, hardware and software, and all telecommunications services, required by you and your Users to access and use MYOB Payment Services (including internet services). We are not responsible for any failure to access or use MYOB Payment Services as a result of your failure to maintain any necessary equipment, hardware and software or telecommunications services.

2.4 CUSTOMER DATA

(a) Ownership of Customer Data. We agree that you (and your third party licensors) retain all rights, title and interest (including all Intellectual Property Rights) in the Customer Data.

(b) Licence to Customer Data. You grant to us a non-exclusive licence to:

- (i) use the Customer Data during the term of your access to MYOB Payment Services (and then for the period referred to in section 6.3, as the case may be):
 - i. to enable us to perform our obligations under these Terms;
 - ii. to improve our products and services;
 - iii. to identify, develop and deliver other functionality, products and services that may be of interest to you; and
 - iv. for other purposes to which you expressly consent from time to time; and
- (ii) use anonymised information derived from the Customer Data in perpetuity for any purpose.

(c) Necessary rights in Customer Data. You warrant that you have all necessary rights to grant us the licence to Customer Data under paragraph (b).

(d) Accuracy and completeness of Customer Data. We are not responsible for any inaccuracy in, or incompleteness of, the Customer Data.

(e) No reliance as a backup service. You acknowledge and agree that MYOB Payment Service is not intended to be used as, and must not be relied upon by you as, a data backup or storage service.

2.5 OUR INTELLECTUAL PROPERTY RIGHTS

- (a) Licence.** Subject to your payment of the Fees, we grant you a non-exclusive, revocable and non-transferable licence to use MYOB Payment Service in the way that we authorise from time to time. The licence granted to you under this paragraph (a) commences when you start using MYOB Payment Service and continues until these Terms are terminated in accordance with section 6.
- (b)** We retain all of our Intellectual Property Rights. Except as specifically set out in these Terms, these Terms do not give you any Intellectual Property Rights or other rights in:
- (i)** MYOB Payment Services and any of our other software;
 - (ii)** Usage Data;
 - (iii)** our documents, templates, marketing material, trade marks, business names, logos, trading styles, get-up, processes or methodologies; or
 - (iv)** any of our other Intellectual Property Rights,
- and you (and your Users) must not use, reproduce or modify these Intellectual Property Rights other than as specifically set out in these Terms.
- (c)** Intellectual Property Rights deriving from your use of MYOB Payment Services. You agree that any Intellectual Property Rights in any systems, processes or methodologies developed by you which derive from your use of MYOB Payment Services become our Intellectual Property Rights (and you assign all such Intellectual Property Rights to us on their creation).

2.6 PAYMENT OF FEES AND DIRECT DEBIT AUTHORITY

This section 2.6 applies to you if you are responsible for paying the Fees for your MYOB Payment Services (being the same person that is responsible for paying the MYOB AccountRight subscription). If another person is responsible for paying the Fees in relation to your use of MYOB Payment Service, and they stop paying us, you will need to pay the Fees or arrange for another person to pay the Fees and notify us of their appointment within 5 Business Days, to continue your use of MYOB Payment Services, in compliance with this section.

Please see the Direct Debit Terms and Conditions section of this Product Disclosure Statement relating to MYOB Payment Service for more details on your direct debit authority.

- (a) Payment of Fees.** You must pay all Fees due to us in relation to your use of MYOB Payment Services, on the due date.
- (b) Changes to Fees.** By giving you at least 20 days' notice in writing before the change takes effect, we may:
- (i)** change the amount of the Fees for your MYOB Payment Services and/or introduce new Fees; and
 - (ii)** change the circumstances in which, or frequency with which, the Fees are payable.
- Section 8 tells you about the ways in which we can give you notice.
- (c) Termination right.** If we make a change under paragraph (b), you have the option to terminate your MYOB Payment Services by contacting us at least 5 days before the change is due to take effect. If you do not notify us by such time, you will be bound by any changes made under paragraph (b) on the date the changes are effective.
- (d) Direct debit authorisation.** You authorise us to deduct Fees payable to us in respect of your use of MYOB Payment Services in accordance with the Direct Debit Terms and Conditions set out in this Product Disclosure Statement. You understand and agree that we will debit the bank account or credit card provided in relation to your MYOB AccountRight subscription. Please contact us if you would like to change those details.
- (e) Processing of Fee payments**
- (i)** We will debit your nominated billing account for the Fees payable. The schedule of the debit will occur based on your nominated payment profile. The billing process is subject to change, as notified by MYOB to you from time to time via e-mail.
 - (ii)** It is your responsibility to ensure that:
 - i.** you have sufficient credit or funds available in your nominated credit card or bank account to cover your Fees; and
 - ii.** your credit card or bank account details are current and correct.

(f) If your payment is declined

(i) If your Fees are debited from your credit card, we will attempt to re-draw 3 times. If these attempts fail, we will advise you in writing and you will be allowed 14 days to respond.

(ii) If your Fees are debited from your bank account, we will advise you of the decline and you will be given until the date of your next invoice to respond.

A dishonour fee may also be charged by both us and your financial institution to cover reasonable administrative and processing costs. If the Fees remain unpaid, we may suspend or terminate your use of MYOB Payment Service.

(g) If there has been a problem. If you believe there has been an error in debiting your credit card or bank account, you should notify us immediately so that we can resolve your query promptly. If we conclude that your credit card or bank account has been incorrectly debited, we will arrange a refund of the incorrect debit.

2.7 GOODS AND SERVICES TAX (GST) AND DUTIES

(a) All payments due to us (including Fees, reimbursement by you to us of any amounts and payments under indemnities), unless already stated to be GST inclusive, 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) You must pay all duties (including stamp duty, other government charges and financial institution account fees, if applicable) payable in relation to your use of MYOB Payment Services. If we have paid them on your behalf, they must be reimbursed by you on our request.

3. OTHER APPLICATIONS

(a) Offer. From time to time we may offer Other Applications for use in connection with MYOB Payment Services.

(b) No warranties. We make no representations or warranties in relation to any Other Application offered in connection with MYOB Payment Services, regardless of whether such Other Application is provided by a Professional Partner or is otherwise recommended by us.

(c) Access to Customer Data. If you install or enable an Other Application for use with MYOB Payment Services, you consent to us allowing the Other Application to access your Customer Data as required to enable MYOB Payment Services and the Other Application to operate together. Any exchange of data or other interaction between you and an Other Application provider is solely between you and them. We are not responsible or liable for any disclosure, modification or deletion of your Customer Data as a result of any access to MYOB Payment Services by an Other Application provider. You must not, and must ensure that your Users do not, make any claim or bring any action against us in relation to any Other Application.

4. AVAILABILITY OF MYOB'S PAYMENT SERVICE

4.1 DISRUPTION

MYOB Payment Services may be disrupted during certain periods, including as a result of (directly or indirectly):

(a) telecommunications unavailability, interruption, delay, bottleneck, failure or fault;

(b) negligent, malicious or wilful acts or omissions of third parties (including the Third Parties);

(c) maintenance or repairs carried out by us or any Third Party in respect of any of the systems used in connection with the provision of MYOB Payment Services;

(d) services provided by Third Parties (including ISP services) ceasing or becoming unavailable; or

(e) circumstances or events beyond our reasonable control.

You acknowledge and agree that we make no representations, warranties or guarantees in relation to the availability, continuity, reliability or security of MYOB Payment Services (or any services provided in connection with MYOB Payment Services).

In the event of disruptions contemplated by this section 4.1 (which are not scheduled in accordance with section 4.2), we will notify you as soon as reasonably practicable once the disruption has been identified by us. Once the disruption has been resolved and MYOB Payment Services has been restored, we will provide a further notification outlining this and, where possible, the reason for the disruption and any corrective action we have taken.

4.2 SYSTEM MAINTENANCE

Where MYOB Payment Services is unavailable because of necessary or desirable system maintenance or repairs, we will wherever possible provide you with at least 2 days written notice of any proposed or scheduled maintenance to MYOB Payment Services.

4.3 SERVICE TIMEFRAMES

We will use reasonable endeavours to meet the following service timeframes in providing MYOB's Payment Service. We do not warrant or guarantee that such timeframes will be met:

Client authorises the payment	What time (AEST) does the client authorise the payment?	When will the employee / supplier receive the money?	
		If the employee / supplier uses a Major Bank	If the employee / supplier does NOT use a Major Bank
On a Business Day	Before 6:00pm	Next Business Day	Second Business Day after authorising payment
On a Business Day	After 6:00pm	Second Business Day after authorising payment	Third Business Day after authorising payment
On a weekend	Anytime	Second Business Day after authorising payment	Third Business Day after authorising payment
On a public holiday, special holiday or bank holiday	Anytime	Second Business Day after authorising payment	Third Business Day after authorising payment

4.4 YOUR CARD WILL BE IMMEDIATELY DEBITED

You understand and accept that your card will be debited immediately when you authorise a transaction using MYOB Payment Services.

4.5 NO LIABILITY

Subject to section 7.2(d), we will not be liable if MYOB Payment Services or any part of it is delayed, disrupted or unavailable under sections 4.1 or 4.2.

5. PROTECTING YOUR CONFIDENTIAL INFORMATION

We will not disclose to any third party any Confidential Information we receive from you for the purpose of providing MYOB Payment Services to you, without your prior written consent. This restriction does not apply to:

- (a) the disclosure of your Confidential Information to third parties who have a need to know for the purposes of fulfilling our obligations under these Terms (but only to the extent that each third party has a need to know);
- (b) information which has become generally available to the public (other than through a breach of this section 5 by us);
- (c) information that is independently developed by us; or
- (d) information required to be disclosed by us under applicable laws.

6. TERMINATION

6.1. TERMINATING YOUR USE OF MYOB PAYMENT SERVICES

- (a) For convenience. You are able to stop using MYOB Payment Services at any time. You can formally terminate your use of MYOB Payment Services by phoning our Customer Service team directly on 1300 783 674 (Australia) and providing all reasonable requested information.
- (b) For breach. You may terminate your MYOB Payment Services if we fail to remedy a material breach of these Terms within 14 days of you giving us notice of the breach in writing.
- (c) Other circumstances. You may also terminate your MYOB Payment Services subscription in accordance with section 2.6(c), 6.2(a)(iv) or 8.3. We may terminate your MYOB Payment Services subscription in accordance with section 2.1(b).

6.2 SUSPENSION OR TERMINATION WITHOUT PRIOR NOTICE

(a) Circumstances. In certain situations, we may suspend (including by imposing limits on certain features or restricting your access to all or part of MYOB Payment Services) or terminate your MYOB Payment Service subscription without prior notice. The situations are:

(i) you breach these Terms, and either:

- i. you fail to remedy that breach within 7 days after we give you notice of the breach; or
- ii. the breach is one that is not capable of remedy;

(ii) a change to any Third Party arrangement necessary for MYOB Payment Services renders the ongoing operation of MYOB Payment Services substantially unworkable or non-functional;

(iii) the actions of a regulator, or a change in law or regulation, renders the ongoing operation of MYOB Payment Services substantially unworkable or non-functional;

(iv) we reasonably believe suspension or termination of MYOB Payment Services is necessary to protect the security, integrity or reputation of MYOB Payment Services or any MYOB's Payment Service function, service or facility, or to otherwise protect our interests;

(v) you go into liquidation, administration, insolvency, bankruptcy or such other similar arrangement with creditors, or in our opinion, it is reasonably likely that you will do so;

(vi) there is a change in your ownership or Control; or

(vii) where we decide to do so in our sole discretion.

(b) Notification

(i) We will notify you in writing (which includes by email) of any such suspension or termination as soon as practicable.

(ii) We can reinstate your access to MYOB Payment Services 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.

(iii) If you become aware that a circumstance which would permit us to suspend or terminate your use of MYOB Payment Services under section 6.2(a)(v) has arisen or may arise, you must advise us in writing as soon as possible.

(iv) If we suspend your access to MYOB Payment Services for more than 3 days due to an event or circumstance referred to in sections 6.2(a)(ii), 6.2(a)(iii) or 6.2(a)(iv), then you have the option to terminate MYOB Payment Services by contacting us and directing us to do so. Such termination will take effect within 5 days of you contacting us.

6.3 WHAT HAPPENS ON THE EFFECTIVE DATE OF TERMINATION?

Rights and obligations on termination

On the date of effective termination:

- (i) the licence granted under section 2.5 terminates; and
- (ii) you must immediately cease using (and must procure that all your Users immediately cease using) MYOB Payment Services.

7. LIABILITY

7.1 NO WARRANTY THAT MYOB'S PAYMENT SERVICE IS SUITABLE FOR YOUR NEEDS

(a) MYOB Payment Services is a non-User specific service and its capabilities are likely to change over time.

This means that MYOB Payment Services may not be, or may not remain, suitable for your needs.

(b) You must assess the ongoing suitability of MYOB Payment Services for you and your Business. We are not aware of your individual business needs and cannot provide any specific recommendations regarding your use of MYOB Payment Services and do not represent or warrant that MYOB Payment Services is suitable for your needs.

7.2 LIABILITY FOR OTHER CONDITIONS OR WARRANTIES

- (a) To the extent permitted by law (and subject to paragraph (d)), we provide no warranty and make no claim in relation to our performance, the performance of MYOB Payment Services, or any service associated with MYOB Payment Services.
- (b) Our liability to you for any non-compliance with a statutory guarantee is limited to:
- (i) the resupply of MYOB Payment Services or the service (as applicable); or
 - (ii) the cost of resupplying MYOB Payment Services or the service (as applicable), and in any event, will be limited to the fullest extent permitted by law.
- (c) All representations, conditions, warranties and terms that would otherwise be expressed or implied in these Terms by general law, statute or custom are expressly excluded (to the extent that such representations, conditions, warranties and terms can be excluded at law).
- (d) Paragraphs (b) and (c) above will not have the effect of excluding, restricting or modifying:
- (i) the application of all or any of the provisions of the Australian Consumer Law or ASIC Act (as applicable); or
 - (ii) the exercise of a right conferred by such a provision; or
 - (iii) any liability of ours in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law to a supply of goods or services.

7.3 WHEN WE WILL NOT BE LIABLE TO YOU

Without limiting section 4 or any other provision of these Terms, we are not responsible or liable to you or the Business for:

- (a) any Loss or Claim relating to the provision of data made available through MYOB Payment Services by Third Parties, including delays, disruptions, inaccuracies or the loss of data;
- (b) any Loss or Claim relating to your use of, or reliance upon, data provided to you through MYOB Payment Services by Third Parties;
- (c) any Loss or Claim relating to the actions or inaction of Third Parties, Other Application providers or other persons (including those which may be negligent or unauthorised) relating to MYOB Payment Services; and
- (d) any Loss or Claim arising from a failure by you or the Business to maintain archive records of your Customer Data.

7.4 EXCLUSION OF LIABILITY OF THIRD PARTIES

The Third Parties are not responsible or liable to you or the Business for any of the Losses or Claims described in section 7.3.

7.5 CONSEQUENTIAL LOSS

To the extent permitted by law, and subject to section 7.2(d), we are not responsible or liable (including in negligence) to you or the Business for any indirect, consequential or special loss or damage incurred by you in connection with these Terms or MYOB Payment Service.

7.6 LIMITATION OF LIABILITY

To the extent permitted by law, and subject to:

- (a) section 7.2(d); and
- (b) section 7.5; and

our total aggregate liability (including in negligence) to you or the Business under these Terms or in connection with MYOB Payment Services, is limited to an amount equal to the total Fees paid through use of MYOB Payment Services in the 12 months before that liability arose.

8. CHANGES TO TERMS

8.1 WHAT CAN WE DO?

Subject to sections 8.2 and 8.3, we may change any of these Terms from time to time by posting a notification on the MYOB website (myob.com.au) (other than changes to the Fees, which are separately addressed in section 2.6(b) above).

8.2 PRIOR NOTICE

We will give you at least 5 days' prior written notice of any change, and at least 10 days' prior written notice (and longer if required by law or any other code to which we subscribe) of any change that is reasonably likely to materially affect or disrupt the manner in which you use MYOB Payment Services, or will otherwise have a material detrimental impact on you.

8.3 RIGHT OF TERMINATION

If we make a change to these Terms under section 8.2, you have the option to terminate your MYOB Payment Services by contacting us and directing us to do so. Such termination will take effect within 5 days of providing notice. If you do not contact us to terminate your MYOB Payment Services within this timeframe and continue to use MYOB Payment Services, you will be bound by the changes made on the date the changes are effective.

9. NOTICES

9.1 METHODS

Subject to section 8, you agree that all communications between you and us in relation to MYOB Payment Services will be by phone, email or by in-product notification unless another method is agreed to by both of us in writing.

9.2 TIMING OF SENDING AND RECEIVING

(a) Any notice or other communication to or by a party by email is regarded as being given by the sender and received by the addressee one hour after the time the sender's information system recorded that the email (including any attachments) left that information system, unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee.

(b) Any notice or other communication given by in-product notification is regarded as being given by us and received by you when the posting is first made. We recommend that you regularly check the MYOB website and your MYOB Payment Services for notices or other communications.

9.3 DELIVERY AFTER BUSINESS HOURS

If the delivery or receipt is after 5.00pm (addressee's time) it is regarded as received at 9.00am on the following day.

10. LEGAL

(a) Entire agreement. These Terms and the documents incorporated by reference, including your application for MYOB Payment Services and any Fee increases notified to you from time to time, contain the whole of the agreement between us and you in relation to MYOB Payment Services. Any representations or warranties made by our staff before you are accepted for use of MYOB Payment Services do not form part of these Terms unless expressly set out in these Terms or the other documents specified above. Any waiver of our rights or powers under these Terms may only be given in writing signed by our authorised officer.

(b) Inconsistency. These Terms prevail in the event of any inconsistency with documents incorporated by reference.

(c) Severance. If any part or provision of these Terms are void, unenforceable or illegal in a jurisdiction, that part or provision does not apply in that jurisdiction. However, the remainder of the Terms continue in operation in that jurisdiction unless this would alter the basic agreement between you and us, in which case we can terminate your use of MYOB Payment Services at our election.

(d) No waiver by us. If we do not insist upon strict performance of any part or provision of these Terms, that waiver will not be deemed to be a waiver of a subsequent breach or default of these Terms.

(e) Assignment. You cannot assign or otherwise transfer the benefit of these Terms between us and you without our prior written consent. We can assign or otherwise transfer the benefit of these Terms between us and you at any time.

(f) Governing law. These Terms are governed by the laws of Victoria and the courts of Victoria have jurisdiction over the parties to these Terms (being you and us).

(g) Survival. A term by its nature intended to survive termination of these Terms survives termination of these Terms, including sections 2.4(b)(ii) and 7.

- (h) Interpretation. In these Terms, unless otherwise stated, or where the context otherwise requires:
- (i) the singular includes the plural and vice versa, and a gender includes other genders;
 - (ii) another grammatical form of a defined word or expression has a corresponding meaning;
 - (iii) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
 - (iv) a reference to A\$, \$A, dollar or \$ is to Australian currency;
 - (v) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (vi) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these Terms or any part of it; and
 - (vii) the meaning of general words is not limited by specific examples introduced by including, for example, such as or similar expressions.

11. PRIVACY

11.1 COMPLIANCE

Both parties agree to comply with the provisions of the Privacy Act in respect of the performance of their respective rights and obligations under these Terms.

11.2 CONSENTS

In your case, you must ensure that:

- (a) you have obtained all necessary consents and provided all necessary notices in accordance with applicable privacy laws (including the Privacy Act) in relation to any Personal Information you supply to us in connection with these Terms; and
- (b) any disclosure or use of Personal Information by us in accordance with these Terms will not cause us to breach any applicable privacy laws (including the Privacy Act).

11.3 PRIVACY STATEMENT

(a) Collection, disclosure and use. We collect, hold, disclose and use your Personal Information in accordance with these Terms, the MYOB Group Privacy Policy and applicable laws, including to:

- (i) provide you with the products, services and support you have asked for;
- (ii) respond to your enquiries or feedback;
- (iii) improve the user experience in relation to our products and services;
- (iv) promote our products and services and those of associated Third Parties; and
- (v) comply with our legal obligations.

We usually collect Personal Information directly from you, however in some cases, we may also collect it from other sources, such as from social media websites or Third Parties that provide us with marketing leads.

(b) Disclosure to others. To do the things referred to in section 11.3(a), we may disclose your Personal Information to third parties, such as our related companies or our service providers (including IT and administrative service providers and our professional advisors) in accordance with these Terms, the MYOB Group Privacy Policy and applicable laws. These third parties may be located overseas, including in New Zealand, Singapore, India, the Philippines or the United States. If you do not provide your Personal Information, it may affect our ability to do business with you.

(c) Consent. You consent to us collecting, holding, using and disclosing your Personal Information in accordance with these Terms, the MYOB Group Privacy Policy and applicable laws.

(d) Our MYOB Group Privacy Policy contains more details of how we handle personal information. In particular, it describes how you can:

- (i) opt out or otherwise update your preferences about the marketing and promotional material we send to you;
- (ii) access and seek correction of the Personal Information we hold about you; and
- (iii) make a privacy complaint and how we will deal with that complaint.

You can contact us by email at privacy_officer@myob.com.au, or by post at:

Privacy Officer
MYOB Australia Pty Ltd
PO Box 371
Blackburn Victoria 3130

(e) Users. You must ensure that all Users read this section 11 and the policies described above before using MYOB Payment Services or providing their Personal Information to us.

(f) Notice to individuals. If you provide any Personal Information about third party individuals to us, you must ensure that those individuals are aware of the matters in this section 11.3 and that we may collect, use and disclose their Personal Information to provide you with MYOB Payment Services in manner contemplated in these Terms, the MYOB Privacy Policy and as otherwise may be required by applicable laws.

11.4 ADDITIONAL INFORMATION FOR REGULATORY COMPLIANCE

As part of your application, we may require you to provide us with information about you and your business in order to comply with our regulatory obligations, such as Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

12. DISPUTE RESOLUTION

12.1 PROCESS TO BE FOLLOWED

In the event of any dispute between us and you concerning any provision of these Terms, the dispute resolution set out in this section 12 must be used before any other remedy can be sought, unless a party wishes to seek urgent interlocutory relief in which case that party is not required to follow the procedures set out in this section. This section 12 will not affect a party's right to terminate the Terms.

12.2 DISPUTE RESOLUTION PROCESS

The dispute resolution process shall consist of the following:

(a) a party claiming that a dispute has arisen in the Terms must notify the other party in writing specifying the nature of the dispute;

(b) the representatives of each party will negotiate in good faith to seek resolution of the dispute. If the representatives resolve the dispute, their agreement will be recorded in writing and will be binding on both parties;

(c) if, after following the procedure set out in section 12.2(b), the parties fail to resolve a dispute, and do not otherwise agree on a process to resolve the dispute within 45 days of conclusion of that procedure, we may decide to submit the dispute to mediation by a mediator selected by the ADRC and the mediation will be conducted in accordance with the then current ADRC mediation guidelines.

12.3 MEDIATOR DECISION BINDING

A decision of a mediator appointed under section 12.2(c) is binding on the parties.

DIRECT DEBIT AUTHORITY TERMS AND CONDITIONS

1. ABOUT THESE DDA TERMS

1.1 These are the direct debit authority DDA Terms and Conditions (DDA Terms) that apply to you if you use the MYOB Payment Service. Please read these DDA Terms carefully.

1.2 In these DDA Terms “we”, “us” and “our” means MYOB Australia Pty Ltd (ABN 13 086 760 198).

1.3 In these DDA Terms “working day” means a day that is not a Saturday, Sunday, public holiday or bank holiday in the place in which any relevant act is to be done or may be done.

1.4 Your use of the MYOB Payment Services constitutes your agreement to these DDA Terms, so be certain you understand them before you transact. These DDA Terms, together with the Terms of Use of MYOB Payment Services, constitute the entire agreement between us and you. No other terms and conditions will apply (unless required by law). To the extent there are any inconsistencies between these DDA Terms and the Terms of Use for MYOB Payment Services, the Terms of Use for MYOB Payment Service will prevail.

1.5 We may update these DDA Terms from time to time by providing you with 20 days’ notice.

1.6 Notices under these DDA Terms will be issued by email or by us posting a notification on our website (www.myob.com) and will be regarded as given and received:

(a) if the notice is issued by email, at the time that the message was sent by the sender (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee); or

(b) if the notice is posted on our website, when the posting is made. We recommend that you regularly check our website for notices and other communications.

1.7 Your ‘nominated bank account’ means the bank account used to pay your AccountRight subscription. Your ‘nominated credit card’ means the credit card used to pay your AccountRight subscription. You can change these details by contacting us.

1.8 These DDA Terms do not exclude, restrict or modify:

(a) the application of any provision of the Australian Consumer Law (whether applied as a law of the Commonwealth or any State or Territory of Australia) (ACL) or the Australian Securities and Investments Commission Act 2001 (Cth) (ASIC Act);

(b) the exercise of any right or remedy conferred by the ACL or the ASIC Act; or

(c) our liability for a failure to comply with any applicable consumer guarantees where to do so would:

(i) contravene the ACL; or

(ii) cause any part of these DDA Terms to be void.

2. ONLINE DIRECT DEBIT REQUEST SERVICE AGREEMENT

This section relates to your online direct debit authority for your bank account. It sets out your rights, our commitment to you, your responsibilities to us and where you should go for assistance. The terms and conditions contained in this section operate in addition to the Terms and Use that govern your use of MYOB Payment Services.

2.1 By authorising a payment through MYOB Payment Services or authorising others to do so, you:

- (a) acknowledge that you are an authorised signatory of the nominated bank account or if debiting a nominated bank account that is a joint account, you confirm that all the authorised signatories have authorised the establishment of this direct debit request;
- (b) understand and accept your commitments and responsibilities under these terms;
- (c) authorise MYOB Australia Pty Ltd (User ID 184111) to debit funds from your nominated bank account through the Bank Electronic Clearing System (BECS).

2.2 We will arrange for funds to be debited from your nominated bank account, as authorised by you, on the direct debit date shown on your invoices. If the direct debit date does not fall on a working day, the payment will be processed on the next working day. If you are uncertain as to when the debit will be processed, please enquire directly with your financial institution.

2.3 A tax invoice confirming the amount of the payment will be issued to you at the same time as your AccountRight subscription invoice.

2.4 We will advise you in writing of any changes to your debit arrangements at least 20 days before the changes are effective.

2.5 It is your responsibility to ensure that you have sufficient funds available in your nominated bank account to cover your payments and that your bank account details are correct.

2.6 Direct debiting through BECS is not available on all bank accounts. If you are paying by direct debit from your bank account, it is your responsibility to ensure that your bank account can accept direct debits (your financial institution can confirm this). You should also check your bank account details with your financial institution before completing the direct debit request.

2.7 We will notify you by email if you default on a payment. It is then your responsibility to arrange for an alternative payment to be made to us within five (5) working days of the original due date.

2.8 If we do not receive an alternative payment from you within five (5) working days, we may list your payment default with a credit rating agency. Defaults are listed for a period of five (5) years and may have an adverse effect on your credit rating.

2.9 We may suspend your account or your use of MYOB Payment Services until any outstanding payments have been made. You may also be charged a dishonour fee by us and your financial institution to cover administration costs for the collection of any defaulting payment under this agreement. If payments remain outstanding, we may terminate your account and your use of MYOB Payment Services.

2.10 If you believe that there has been an error in debiting your bank account you should immediately contact our Client Support Team by phone on **1300 555 123** or via email at **payments_support@myob.com** so that we can resolve your query promptly.

2.11 If we conclude, as a result of our investigations, that your bank account has been incorrectly debited, we will arrange a refund of the amount due to you. If we conclude that your account has been debited correctly, we will let you know and provide evidence of our findings.

2.12 You acknowledge and agree that we will need to provide information to our financial institution to initiate or alter payment arrangements from your bank account or to investigate an alleged incorrect or wrongful payment.

2.13 This direct debit authority permits us to change the amount debited from your bank account, by providing you with least 20 days' notice in writing, to reflect any change to prices for the products and/or services that relate to your direct debit authority. It also permits us to change the amount debited or charged to cover any increases in amounts payable arising from the purchase of additional products / services by you from time to time, with at least 20 days' notice in writing.

2.14 If you wish to defer or alter any payment arrangements, stop an individual payment item or cancel a payment authority please contact our Client Support Team by phone on **1300 555 123** or via email at **payments_support@myob.com**.

3. ONLINE CREDIT CARD DIRECT DEBIT TERMS AND CONDITIONS

This section relates to your online direct debit authority for your credit card. It sets out your rights, our commitment to you, your responsibilities to us and where you should go for assistance. The terms and conditions contained in this section operate in addition to the Terms of Use for MYOB Payment Services.

3.1 By authorising a payment through MYOB Payment Services or authorising others to do so, you:

- (a) acknowledge that you are authorised to establish this direct debit authority;
- (b) understand and accept your commitments and responsibilities under the credit card direct debit terms and conditions set out in this section; and
- (c) authorise MYOB Australia Pty Ltd to charge your nominated credit card.

3.2 We will arrange for funds to be debited from your nominated credit card, as authorised by you, on the direct debit date shown on your invoices. If the direct debit date does not fall on a working day, the payment will be processed on the next working day. If you are uncertain as to when the debit will be processed, please enquire directly with your financial institution.

3.3 A tax invoice confirming the amount of the payment will be issued to you at the same time as your AccountRight subscription invoice.

3.4 We will advise of any changes to the direct debit arrangements in writing at least 20 days before the changes are effective.

3.5 It is your responsibility to ensure that you have sufficient funds available to cover your payments and that your credit card details are correct.

3.6 In the event that a payment is declined we will make up to three (3) further attempts to process the payment, 3 days after the first or subsequent attempt.

3.7 We will notify you by email if you default on a payment. If the further attempts to process the payment in section 3.6 fail, we will advise you in writing and you will be allowed 14 days to respond.

3.8 If we do not receive an alternative payment from you within five (5) working days, we may list your payment default with a credit rating agency. Defaults are listed for a period of five (5) years and may have an adverse effect on your credit rating. We may suspend your account or your use of MYOB Payment Services until any outstanding payments have been made. You may also be charged a dishonour fee by us and your financial institution to cover administration costs for the collection of any defaulting payment under this agreement.

3.9 If payments remain outstanding, we may terminate your account and your use of MYOB Payment Services.

3.10 If you believe that there has been an error in debiting your credit card you should immediately contact our Client Support Team by phone on **1300 555 123** or via email at **payments_support@myob.com** so that we can resolve your query promptly.

3.11 If we conclude, as a result of our investigations, that your credit card has been incorrectly debited, we will arrange a refund of the amount due to you. If we conclude that your credit card has been debited correctly, we will let you know and provide evidence of our findings.

3.12 You acknowledge and agree that we will need to provide information to our financial institution to initiate or alter payment arrangements from your credit card or to investigate an alleged incorrect or wrongful payment.

3.13 This direct debit authority permits us to change the amount debited from your credit card, by providing you with least 20 days' notice in writing, to reflect any change to prices for the products and/or services that relate to your direct debit authority. It also permits us to change the amount debited or charged to cover any increases in amounts payable arising from the purchase of additional products / services by you from time to time, with at least 20 days' notice in writing.

3.14 If you wish to defer or alter any payment arrangements, stop an individual payment item or cancel a payment authority please contact our Client Support Team by phone on **1300 555 123** or via email at **payments_support@myob.com**.