



## ACCOUNT TERMS AND CONDITIONS

### Definitions

- **Account Application** means the Account Application and Direct Debit Request document entered into between the Biller and Bill Buddy.
- **Bill Buddy** means Bill Buddy Pty Ltd ABN 31 106 055 181.
- **Biller** means the party nominated in the Account Application.
- **BPay** means the bill payment facility owned, operated and provided by BPay Pty Ltd ABN 69 079 137 518 which Bill Buddy is authorised to use.
- **Customer** means a customer of the Biller, between whom there is a legal relationship part of which involves the payment of monies by the customer to the Biller, usually for the provision of goods or services.
- **Direct Debit Request** means any Direct Debit Request document provided to Bill Buddy by the Biller (either physical or electronic).
- **Direct Debit Request - Service Agreement** means the document so-named, provided by Bill Buddy to the Biller.
- **Direct Debit Transaction** means a direct debit request made on an account on behalf of a Biller pursuant to a Direct Debit Request form or instruction.
- **Facility Agreement** means the Facility Agreement document entered into between the Biller and Bill Buddy.
- **Intellectual Property** means the intellectual property of Bill Buddy Pty Ltd ABN 31 106 055 181 including, but not limited to, all logos, processes, trademarks, software programs, manuals, forms, documentation, techniques, source and object code, and concepts not reduced to material form.
- **Merchant Chargeback** means a debit on Bill Buddy's account pursuant to a disputed payment made by a Customer.
- **Online** means any action performed via the internet on the Bill Buddy website ([www.billbuddy.com.au](http://www.billbuddy.com.au) or [ops.billbuddy.com.au](http://ops.billbuddy.com.au) or any web or wireless means).

### Appointment

1. The Biller appoints Bill Buddy as its agent to collect and/or disburse monies from its customers in accordance with written instructions given by the Biller via the Account Application, Direct Debit Requests, Biller Authority Form and other written and Online communications.
2. The Biller agrees to pay Bill Buddy in accordance with the Facility Agreement for the provision of its services.
3. Either party may terminate the relationship by 30 days prior written notice, except in the case of clauses 4 and 5.

### Termination

4. Where the Biller has breached any of these terms and conditions, Bill Buddy may:
  - (a) Give written notice to the Biller of the breach and require rectification within 14 days. If rectification is not made within the 14 days, then Bill Buddy may immediately terminate the relationship by notice in writing; or
  - (b) If the breach is sufficiently serious in nature (to the reasonable satisfaction of Bill Buddy), or the breach is not capable of rectification, then Bill Buddy may immediately terminate the relationship by notice in writing.
5. Where Bill Buddy reasonably determines that the Biller's operating procedures or conduct constitute an unacceptable risk, Bill Buddy may immediately cease provisions of services to the Biller. Pending a change in the procedures or conduct, Bill Buddy may elect to terminate the relationship without the notice period required in clause 3.
6. This relationship immediately terminates if either party becomes insolvent or commits an act of bankruptcy or it (or in the case of a non-personal entity, one of its directors or office bearers) is found guilty of an offence relating to fraud.

### Warranties

7. The Biller warrants:
  - (a) where it is a company, it is duly registered;
  - (b) it is not currently insolvent or bankrupt;
  - (c) it has full legal capacity to enter into the relationship with Bill Buddy;
  - (d) it will provide Bill Buddy with such documents as Bill Buddy reasonably requires to undertake its duties, particularly those set out in the Appointment and Indemnity and Dispute Resolution sections, in a timely and efficient manner;
  - (e) that it will only provide instructions to Bill Buddy to collect payment that is valid and owing to the Biller;
  - (f) that it will only use approved Bill Buddy documents for any transaction it wishes Bill Buddy to undertake; and
  - (g) that it will provide a Direct Debit Request Service Agreement to every entity that signs a Direct Debit Request, in every instance; and
  - (h) that it will reimburse Bill Buddy within 7 days any amounts that have already been remitted to the Biller and have since been the result of a DDR dispute claim, late dishonour or Merchant Chargeback. The amount to be reimbursed to Bill Buddy will also include any associated fees incurred by Bill Buddy as a result.
8. Bill Buddy warrants:
  - (a) it is currently registered and is not insolvent;
  - (b) it has a valid and existing Direct Debit licence and authorities to act on merchant facilities and via BPay with a major bank;
  - (c) unless otherwise agreed it will remit any monies to the Biller paid to Bill Buddy on behalf of the Biller, on them becoming clear in Bill Buddy's bank account;
  - (d) it will provide accounting to the Biller for all monies received and all fees charged to the Biller; and
  - (e) it will use the personal information of the Biller and the Biller's customers to carry out the appointment in item 1 and for statistical purposes only; unless otherwise compelled by law. Specifically, Bill Buddy may provide information to its contracted agents for statistical purposes to determine remuneration and marketing strategies. Bill Buddy will specifically not provide any confidential or identifying information to third parties, for profit or otherwise.

### Indemnity and Dispute Resolution

9. The Biller agrees to indemnify Bill Buddy for any liability, cost, claim or damage resulting from any action or inaction Bill Buddy undertakes on behalf of the Biller which does not arise from any dishonesty, fraud, misconduct or negligence on the part of Bill Buddy.
10. In the case of a disputed payment collected by Bill Buddy but not yet forwarded to the Biller, Bill Buddy shall be entitled to retain the full amount of the payment until such time as Bill Buddy is sufficiently satisfied of the legitimacy of the payment. Bill Buddy will then forward the funds, less its standard fees, to the party deemed entitled to the funds in the settlement.
11. If Bill Buddy has reason to believe that any transaction may be fraudulent, that a chargeback may be pending or where a Merchant Chargeback is actually made, it may

require the Biller to remit the transaction amount back to Bill Buddy. This remittance will take the form of Bill Buddy debiting the Biller's nominated account. If this debit is unsuccessful it may direct the Biller to remit this amount within 7 days. This amount will be held until such a time as Bill Buddy is sufficiently satisfied that the matter has been settled. Bill Buddy will then forward the funds to the party deemed entitled to the funds in the settlement, or, retain the funds where Bill Buddy has already remitted the amount to a third party under legal obligation (such as in the case of a Merchant Chargeback).

12. If Bill Buddy has reason to believe the Biller is involved in fraudulent activity it may suspend all remittances to the Biller until such a time as it is sufficiently satisfied that the matter has been settled. Bill Buddy will then forward the funds to the party deemed entitled to the funds in the settlement.
13. Should Bill Buddy request further information on a transaction and that information is either not satisfactory or not supplied by the requested date, Bill Buddy may suspend any future remittances until such a time as satisfactory information is supplied.
14. Bill Buddy reserves the right to verify the validity of any transaction prior to remittance. This validation may involve contacting the originating account or cardholder directly or with the assistance of the Biller.

### Use of Bill Buddy Intellectual Property

15. The Biller may use the Intellectual property of Bill Buddy strictly only in accordance with these terms and conditions and for the legitimate purposes of the payment of amounts due and owing to the Biller.
16. The Biller warrants that it will not use the Intellectual Property except as provided in item 15 without the express written authorisation of Bill Buddy.
17. The Biller warrants that it will not reverse engineer or decompile any Intellectual Property.
18. Bill Buddy warrants that it is the lawful owner of the Intellectual Property, except where indicated.

### Website Linking and embedding

19. The Biller may place Bill Buddy links and logos on their website to enable their Customers to make payments via the Bill Buddy website. Bill Buddy may reasonably direct the manner in which the Biller depicts, sets out and manages this link.
20. The Biller agrees to provide Bill Buddy with a logo in electronic form that may be placed on the Bill Buddy webpage that the Biller directs its Customers to under clause 19. The purpose of this logo is to allow Customers to be sure they have accessed the correct webpage. Bill Buddy warrants that it will not use this logo for any other purpose without the express consent of the Biller.
21. The Biller may elect to make use of Bill Buddy's Application Programming Interface ("API"). The Terms and Conditions of the use of the API system are contained in a separate document entitled "API Terms and Conditions". If the Biller so elects to make use of the API system, those extra Terms and Conditions take effect in addition to these Terms and Conditions.

### General Provisions

22. This document, and the relationship between the parties, shall be governed by the laws in the state of Queensland.
23. Any part of this document may be severed should it be found to be unlawful, and the remaining provisions shall be read down to the extent necessary as if the severed part had not been present.
24. Any notice required to be given by one party to the other shall be forwarded to the last address given in writing by the party receiving the notice. Any notice shall be deemed to be delivered immediately if sent by facsimile (subject to a confirmation of transmission) or email, and on the expiration of 2 business days if sent by mail.
25. Bill Buddy may transfer any of its rights under this relationship at any time by giving 30 days written notice to the Biller. The Biller may not assign any of its rights under the relationship.
26. Neither party shall be penalised in any way for failing to act on any particular set of circumstances, specifically any perceived breach. Failure to act on any one particular set of circumstances will have no effect on any action under a different set of circumstances.
27. The Biller is not entitled to make any claim, for loss or otherwise, against Bill Buddy if this agreement is terminated.

### Privacy

28. Bill Buddy may seek consumer credit information from a credit reporting body under the Privacy Act 1988. If Bill Buddy considers it relevant to assessing the Account Application the Biller agrees to Bill Buddy obtaining from a credit reporting body a credit report containing personal credit information about it.
29. The Biller agrees to Bill Buddy obtaining personal information about it from other credit providers, whose names it may have provided for Bill Buddy or that may be named in a credit report, for the purpose of assessing the Account Application or administering the Facility Agreement.
30. The Biller agrees that Bill Buddy may obtain a consumer credit report from a credit reporting body for the purpose of collecting overdue payments relating to commercial credit owed by the Biller.
31. Bill Buddy may give information to a credit reporting body concerning details it holds about the Biller, including credit default information or that the Biller has committed a serious credit infringement.