

# PAYTO

This is *your* PayTo Service Agreement with **Exetel Pty Ltd ABN: 35 097 986 546**. It explains what *your* obligations are if *you* ask *us* to establish a PayTo payment agreement. It also details what *our* obligations are to *you*.

## Definitions

**Account** means the *account* held at *your financial institution* from which we are authorised to arrange for payments to be made on *your* behalf.

**Account** means the BSB and *account* for the account.

**Authorisation** means *your* authorisation of the payment arrangement or amendment of the payment arrangement with *your financial institution*.

**Banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**Mandate Management Service** means the secure database managed by NPP Australia Limited on behalf of *our financial institution* and if it supports PayTo services, *your financial institution*.

**NPP Addressing Service** means the database of *account* proxy identifiers maintained by NPP Australia Limited.

**PayID** means the identifier which *you* have registered in the NPP Addressing Service and which *you* provide to *us* as the identifier for *your account*.

**Our financial institution** means the institution which processes payments under the *payment agreement* for *us*.

**Payment agreement** means the *payment agreement* between *you* and *us* which authorises *us* to arrange for payments to be made from *your account*, including *your acceptance of the Standard Form of Agreement and/or Exetel Order Form*.

**Payment day** means the day that *payment* by *you* to *us* is due.

**Payment** means a particular transaction where a payment is made from the *account*.

**Payment agreement creation request** means *your* request to *us* to create the *payment agreement* on *your* behalf.

**Payment terms** mean the value, cap and/or frequency of *payments* that *you* authorise *us* to arrange to be made under the *payment agreement*.

**Service Agreement** means the terms of this document.

**Us or we** means **Exetel Pty Ltd ABN: 35 097 986 546**.

**You** means the customer who is authorised to operate the *account*.

**Your financial institution** means the *financial institution* at which the *account* is held.

## 1. Establishing a Payment agreement

2. By requesting *us* to establish a *payment agreement*, *you* have consented to *us* to using, disclosing and recording *your* details, including the *account* or *PayID* details *you* have provided to *us*, and the details of the *payment agreement* in the Mandate Management Service operated by NPP Australia Limited as a *payment agreement creation request*.
2. Not all *financial institutions* offer PayTo services. If *your financial institution* does not offer PayTo services, we will let *you* know and offer *you* an alternative payment option.
3. If *your financial institution* supports PayTo, *your financial institution* will retrieve the *payment agreement creation request* and deliver it to *you*, for *you* to view and to authorise at *your* discretion.
4. *Your* authorisation of the *payment agreement creation request* is required to be given to *your financial institution* in order for the *payment agreement* to be established. If *your account* is a joint *account*, *your financial institution* may need all joint *account* holders to authorise the *payment agreement*.

5. The method by which *your financial institution* communicates and delivers the *payment agreement creation request* to you is up to *your financial institution*.

## **2. Viewing the Payment agreement**

*Your financial institution* will provide you with a facility to view the *payment agreements* you have authorised.

You may also contact us to confirm details of *your payment agreement* with us [here](#).

## **3. Payments under the Payment agreement**

1. As soon as a *payment agreement* is established, we may arrange for payment to be made from *your account*.

2. We will only arrange for payments to be made from *your account* in accordance with the *payment agreement*.

3. Before we arrange for any payment to be made, we or *our financial institution* will check the *payment agreement* in the *Mandate Management Service* to ensure it remains valid and active (that is, that it has not been suspended or cancelled, or otherwise amended, by you).

4. If the *payment agreement* requires us to send you a billing advice before we arrange for payment to be made from *your account*, we will only arrange for the payment to be made from *your account* if we have sent a billing advice which specifies the amount payable by you to us and when it is due to the email or physical address provided by you to us when requesting us to establish the *payment agreement*.

The PayTo service is a 24/7 service, which means the *payment day* may fall on a day which is not a *banking day*. If that is the case, we may arrange for payment to be made on that day.

However, we may also choose to direct *your financial institution* to make the payment from *your account* on the first *banking day* after the *payment day*. If you are unsure about which day payments under the *payment agreement* will be made from *your account*, you should check with *your financial institution*.

## **4. Amendments by us**

1. We may vary any details of this *Service Agreement* and any of *our* details included in the *payment agreement* at any time by giving you at least fourteen (14) days written notice.

2. If we wish to vary any payment terms of the *payment agreement*, where required we will submit these as requested amendments to the *payment agreement* in the *Mandate Management Service*. *Your financial institution* will notify you of the amendment and seek your authorisation (where required). This will be recorded in the *Mandate Management Service* for the amendment to take effect.

3. We may suspend or cancel the *payment agreement* at any time. If we do so, we will not be able to arrange for payments to be made from *your account*.

4. The status of *our payment agreement* with you will be as represented by the record of the *payment agreement* in the *Mandate Management Service*.

## **5. Amendments by you**

1. You may change *your account* or *PayID* in *our payment agreement*, or suspend or cancel *our payment agreement* via *your financial institution*, which is required to act promptly on your instructions by modifying the record of the *payment agreement* in the *Mandate Management Service*.

2. If you choose to update *your payment method* with us by authorising a new PayTo arrangement using a different bank account or by switching to a credit or debit card, it is *your* responsibility to cancel the *payment agreement* associated with your previous bank account via *your financial institution*. Exetel will not initiate any further transaction under a superseded or cancelled *payment agreement*.

## **6. Your obligations**

1. It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a payment to be made in accordance with the *payment agreement*.

2. If there are insufficient clear funds in *your account* to meet a payment:

- a. we may re-try up to three times on the *payment day* to have the payment made, and on each successive day until the payment is made;
- b. you may be charged a fee and/or interest by *your financial institution*;

- c. *you* may also incur fees or charges imposed or incurred by *us*; and
- d. failing payment under a re-try being successful, *you* must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the payment.

*You* should check *your account* statement to verify that the amounts debited from *your account* are correct.

## **7. Dispute**

1. The record of the *payment agreement* in the *Mandate Management Service* is evidence of the value and frequency of payments that *you* have authorised *us* to have made from *your account*. If *you* believe that there has been an error relating to payments from *your account*, *you* may notify *us* directly on our complaints page [here](#) so that *we* can resolve *your* claim quickly.
2. If *we* conclude as a result of *our* investigations that a payment has been made incorrectly from *your account*, *we* will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. *We* will also notify *you* in writing of the amount by which *your account* has been adjusted.
3. If *we* conclude as a result of *our* investigations that a payment has not been made incorrectly from *your account*, *we* will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing.
4. As an alternative to contacting *us* in the first instance, *you* may contact *your financial institution*. *Your financial institution* will be able to review the *payment agreement* in the *Mandate Management Service* and the payment/s *you* believe have been made in error, and if appropriate recover the payment/s (plus interest and charges) from *us*.

## **8. Accounts**

*You* should check:

- a. with *your financial institution* whether PayTo is available from *your account*;
- b. that *your account* details are in the correct format or the *PayID* which *you* have provided to *us* are correct; and
- c. with *your financial institution* if *you* have any queries about PayTo.

## **9. Confidentiality**

1. *We* will keep any information (including *your account* details or *PayID* details) in *your payment agreement creation request* confidential. *We* will make reasonable efforts to keep any such information that *we* have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.
2. *We* will only disclose information that *we* have about *you*:
  - a. to the extent specifically required by law; or
  - b. for the purposes of this *Service Agreement* (including disclosing information in connection with any query or claim).

## **10. Notice**

If *you* wish to notify *us* in writing about anything relating to this *Service Agreement*, *you* should: Write to:

Exetel Pty Ltd  
Level 9, 12 Shelley St  
Sydney NSW 2000

Or contact us [here](#).

## SOME THINGS TO LOOK OUT FOR WITH SCAM CALLS, MESSAGES AND EMAILS

- Suspicious looking URLs or Sender ID, even with what appears to be a single letter misspelt
- Unaddressed or emails with generic greetings such as “Dear Sir/Madam”, or “Dear Customer”
- Emails that contain a hyperlink that takes you to another website
- An ‘urgent’ request for information such as “*updating your credit card details*” due to a “*failed payment*”
- Emails that include a zip, .exe or other suspicious attachment
- Grammatical errors, spelling mistakes, broken sentences, or errors in layout or logos
- Messages with scare tactics such as “*your account has been compromised*”, or “*a warrant has been issued for your arrest*”
- Deals, offers or prizes, such as holidays, goods and services, and cash prizes
- Requests for personal information
- Requests to ‘click a link’ and fill in a web form
- Emails that contain account information that does not completely match the information that you know an organisation may have about you, for example outdated personal information
- Low call quality – this can indicate the source being a non-secure off-shore location
- Poor or unprofessional communications skills
- High pressure tactics, such as requiring urgent action to avoid a fine or penalty, resolve a debt with a government body, prevent disconnection of an important service (electricity, water, internet), deal with a security threat or technical issue on your device or internet connection

### If you have been scammed or are concerned that you have been...

- Report this to the ACCC’s [Scamwatch website](#)
- Contact the organisation that may be involved or that the scammers claim to be from and report it to them
- In event of a suspected scam call reaching you, please immediately report this to our dedicated support teams who in turn will escalate and engage with our upstream carriers to investigate the call 13 39 38
- Contact your local police
- Report the crime to the [Australian Cyber Security Centre](#) (ACSC)

### For More Information on Scams

The Australian Communications and Competition Commission (ACCC) [The Little Book of Scams](#)

Scam Watch <https://www.scamwatch.gov.au/> including [where you can get help](#)

ACMA <https://www.acma.gov.au/scams-spam-and-telemarketing>

Stay Smart Online <https://www.cyber.gov.au/>

[The Telecommunications Industry Ombudsman \(TIO\)](#)

