

PayID Terms of Use.

Date: February 2018



Do I really need to read this?

The New Payments Platform is a platform through which you can send payments from, and receive payments into, your ING bank accounts by using an easy-to-remember PayID in place of BSB and account number information.

These terms of use apply to the set up and ongoing management of a PayID on an ING bank account.

Contents

1. Definitions	4
2. Making and Receiving NPP Payments using PayID	5
3. Choosing a PayID and receiving a PayID Name	6
4. Creating your PayID	7
5. Transferring your PayID to another account	8
6. Transferring your PayID from another Financial Institution to your Account	9
7. Closing a PayID	10
8. Locking and Unlocking a PayID	11
9. NPP Payments	12
10. Privacy	13
11. Changes to these terms of use	14

1. Definitions

Explaining words in plain English

Account means your account with us.

Authorised User means a person you have authorised to operate your Account.

Close in relation to a PayID, means the removal of the PayID from the PayID Service, so that it is unable to be used for NPP Payments.

Eligible Account means an Orange Everyday, Savings Maximiser, Savings Accelerator, Business Optimiser, Orange Advantage or Mortgage Simplifier account.

Lock in relation to a PayID, means the temporary suspension of a PayID in the PayID Service.

Misdirected Payment means an NPP Payment that we mistakenly credit to your Account because of an error on our part in recording PayID information in the PayID Service.

Mistaken Payment means an NPP Payment, made by a payer who is a 'user' for the purposes of the ePayments Code, which was erroneously credited to an account because of the payer's error.

NPP means the New Payments Platform operated by NPP Australia Limited.

NPP Payment means a payment made through the NPP.

Organisation ID means a PayID Type for a business customer only. An Organisation ID must include the business name of the customer plus one or both of:

- (a) a description of the customer's business, trade, product or campaign; and
- (b) the customer's geographic location.

Osko Payment means an NPP Payment made through the Osko payment service offered by BPAY Pty Ltd.

PayID means the identifier that you choose in order to receive NPP Payments into your Account.

PayID Name means the name we give you to identify you to payers (for example, your full name or entity name).

PayID Service means the service, provided via the NPP, through which NPP Payments can be made and received by use of a PayID.

PayID Type means the type of PayID you select, which, subject to availability, may be your mobile number, email address, Australian company number, Australian business number or Organisation ID.

Privacy Law means the Privacy Act 1988 (Cth) and any regulations made under that Act.

we, us and **our** means ING Bank (Australia) Limited ABN 24 000 893 292, AFSL and Australian Credit Licence 229823 (using the business name ING).

2. Making and receiving NPP payments using PayID

- 2.1. The PayID Service may be used to make payments, including Osko Payments.
- 2.2. In order to receive an NPP Payment into your Account, you must provide the payer with a PayID that is linked to that Account in the same way that you would provide your BSB and Account number for standard payments into your Account.
- 2.3. You can only create a PayID in respect of an Eligible Account.
- 2.4. Before you can use your PayID to receive NPP Payments into your Account, you must satisfy us that you own, or are authorised to use, your chosen PayID. We may ask you to provide evidence to establish this to our satisfaction.
- 2.5. Whether or not you choose to create a PayID for your Account, you and each Authorised User may use a payee's PayID to make an NPP Payment to the payee from your Account provided that:
 - (a) the Account allows you to make NPP Payments;
 - (b) both we and the payee's financial institution support the PayID Service;
 - (c) the payee's account is able to receive the particular NPP Payment; and
 - (d) the PayID is not Locked.
- 2.6. If you make an NPP Payment to a payee from your Account using the payee's PayID, you must ensure that you input the payee's PayID correctly and check the payee's PayID Name before sending the NPP Payment.
- 2.7. You have rights in relation to the investigation and recovery of Mistaken Payments, Misdirected Payments and unauthorised (including fraudulent) NPP Payments made from your Account. Please refer to the 'Who's responsible?' section of your Account terms and conditions for more details of your rights in relation to Mistaken Payments and unauthorised NPP Payments. If a Misdirected Payment is made from your Account, we will request the payee's institution to return the amount of that payment.

3. Choosing a PayID and receiving a PayID Name

- 3.1.** Your PayID must be a supported PayID Type. We may update the PayID Types that we support from time to time. You can review the most up to date list of PayID Types we support at ing.com.au
- 3.2.** Some PayID Types, for example Organisation IDs, are restricted to business customers and organisations. Only eligible customers will be able to register a PayID that is a restricted PayID Type.
- 3.3.** Your PayID Name may be displayed to payers who send NPP Payments to you.
- 3.4.** At the time that you create your PayID, we will allocate to you a PayID Name for display to payers.

4. Creating your PayID

- 4.1. You can create a PayID using online banking, mobile banking or by calling us at 133 464. We will not create a PayID for you without your prior consent.
- 4.2. You may choose to create more than one PayID for your Account.
- 4.3. If your Account is a joint account, each joint account holder can create a unique PayID for the Account.
- 4.4. If you have Authorised Users on your Account, each Authorised User may create a unique PayID for the Account.
- 4.5. Once a PayID is created and linked to your Account, it may not be used in relation to any other account with us or with any other financial institution unless it is transferred to another account in accordance with clause 5.
- 4.6. You may not create a PayID that already exists within the PayID Service, whether or not that PayID is attributable to you. If you try to create a PayID for your Account which is identical to another PayID in the PayID Service, we will notify you that that PayID already exists and cannot be used. If you receive such a notification, you can contact us by calling our Contact Centre on 133 464. We cannot disclose personal information in connection with duplicate PayIDs.

5. Transferring your PayID to another account

- 5.1.** You can transfer your PayID to:
- (a) another account you hold with us by submitting a request to us in online banking accessible at www.ing.com.au or by calling us at 133 464 (available 24 hours); or
 - (b) an account you hold with another financial institution by submitting a request to us through the Contact Centre at 133 464 (available 24 hours).
- 5.2.** A transfer of your PayID to another account you hold with us will generally be effective immediately, unless we notify you otherwise.
- 5.3.** A transfer of your PayID from your Account to another financial institution is a two-step process initiated by you and completed by that financial institution. First, ask us to put your PayID into a transfer state and then complete the transfer via your new financial institution. Until the transfer is completed, NPP Payments made using your PayID will be directed to your Account. If the other financial institution does not complete the transfer within 14 days, the transfer is deemed ineffective and your PayID will remain with your Account until such time as an effective transfer is carried out. You can try to transfer your PayID again at any time.
- 5.4.** You cannot transfer your PayID if it is Locked. See clause 8.

6. Transferring your PayID from another financial institution to your account

6.1. To transfer a PayID that you created for an account held with another financial institution to your Account, you will need to start the process with that financial institution and then complete the transfer with us.

7. Closing a PayID

- 7.1.** You can Close your PayID through online banking or by calling our Contact Centre on 133 464.
- 7.2.** You must notify us immediately if you no longer own or have authority to use your PayID.

8. Locking and Unlocking a PayID

- 8.1.** We monitor PayID use to manage PayID misuse and fraud. We will Lock your PayID if we reasonably suspect misuse of your PayID or that your PayID is being used to procure NPP Payments fraudulently.
- 8.2.** You can request to unlock your PayID by calling our Contact Centre on 133 464.

9. NPP Payments

- 9.1. We are responsible for ensuring that your PayID and Account details are accurately recorded in the PayID Service.
- 9.2. Where we and the sending financial institution determine that an NPP Payment made to your Account is either a Mistaken Payment or a Misdirected Payment, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your Account, an amount up to the original amount of the Mistaken Payment or Misdirected Payment. We will notify you if this occurs.

10. Privacy

10.1. By creating your PayID you authorise:

- (a) us to record your PayID, PayID Name and Account details (including Account name) (PayID Record) in the PayID Service hosted by NPP Australia Limited; and
- (b) NPP participants which are payers' financial institutions to use your PayID Record for the purposes of constructing NPP payment messages, enabling payers to make NPP Payments to you, and to disclose your PayID Name to payers for NPP Payment validation.

To the extent that the creation and use of the PayID Record constitutes a disclosure, storage and use of your personal information within the meaning of the Privacy Law, you consent to that disclosure, storage and use.

11. Changes to these terms of use

- 11.1.** We may make changes to these terms of use at any time for one or more of the following reasons:
- (a) to comply with any change or anticipated change in any relevant law, code of practice, procedure, guidance or general banking practice;
 - (b) to reflect any decision of a court, ombudsman or regulator;
 - (c) to reflect a change in our systems or procedures, including for security reasons;
 - (d) as a result of changed circumstances (including adding benefits or new features);
 - (e) to respond proportionately to changes in the cost of allowing you to make and receive NPP Payments; or
 - (f) to make them clearer.

- 11.2.** We will give you:
- (a) notice at least 30 days before we:
 - (i) introduce or increase fees relating to NPP Payments;
 - (ii) increase your liability for losses relating to NPP Payments; or
 - (iii) impose, remove or change a daily or other periodic transaction limit applying to NPP Payments, except where an immediate change is necessary to restore or maintain security or to prevent systemic or individual criminal activity or fraud; or
 - (b) notice of other changes to these terms of use before the change takes place.

Notice may be email or by sending you a message through our online banking system.

If you continue to make NPP Payments following any change, you are taken to have agreed to that change.

At your service



Visit

ing.com.au



Call

133 464 – 24 hours a day, 7 days a week



Mail

GPO Box 4094
Sydney NSW 2001



For the curious: Information in this booklet is current as at the time of printing and is subject to change. Products and this Terms and Conditions booklet are issued by ING, a business name of ING Bank (Australia) Limited ABN 24 000 893 292, AFSL 229823, Australian Credit Licence 229823. ING is a Registered Trademark of ING Groep N.V. BPAY® is a Registered Trademark of BPAY Pty Ltd ABN 69 079 137 518. ING 057 02/18