



BPAY® Payer Terms

Australia

28 May 2026

BPAY Payer Terms

1. Background and Incorporation

1.1 These BPAY Payer Terms constitute Additional Terms that apply to your use of the BPAY Payment Service, and are incorporated to form a part of the Treasury Management Terms that are applicable to you as if set out in such Treasury Management Terms in full. Capitalised terms which are not defined here have the meanings given to them in the applicable Treasury Management Terms. To the extent of any inconsistency with the Treasury Management Terms, these BPAY Payer Terms will prevail to the extent of the inconsistency in relation to the BPAY Payment Service.

1.2 As a member of the BPAY Scheme, we offer the BPAY Payment Service to our customers. The BPAY Payment Service is an electronic payments service through which you can instruct us to make payments on your behalf to organisations ("Billers") that have agreed to receive payments through the BPAY Payment Service.

1.3 We will notify you if we are no longer a member of the BPAY Scheme or if our subscription to the BPAY Payment Service is cancelled.

2. Making a BPAY Payment

2.1 You may make a BPAY Payment from your Wallet. To do so, you must provide us with a valid payment instruction containing:

- (a) the Biller Code of the Biller to be paid;
- (b) your Customer Reference Number;
- (c) the amount of the payment;
- (d) details of the Wallet to be debited; and
- (e) if the payment is a scheduled payment, the date the payment is to be made.

2.2 You must comply with our security procedures (including as described under the "Safety and Security" section of the Treasury Management Terms) when giving a payment instruction. We are not obliged to process a BPAY Payment if you do not provide all required information, any information is inaccurate, or you do not comply with our security procedures.

2.3 We may reject a payment instruction if the relevant Biller has terminated its BPAY arrangements with its financial institution and has not entered into new BPAY arrangements with another financial institution.

3. Processing and Irrevocability

3.1 Once you have instructed us to make a BPAY Payment, you cannot stop or cancel that payment.

3.2 If we are advised that your BPAY Payment cannot be processed by a Biller, we will:

- (a) notify you;

(b) credit your Wallet with the amount of the BPAY Payment; and

(c) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

3.3 You must notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your Wallet.

3.4 You acknowledge that the receipt by a Biller of a mistaken or erroneous payment from a third party does not constitute satisfaction (in whole or in part) of any underlying debt owed between you and that Biller.

3.5 You must be careful to ensure the correct amount you wish to pay. If you underpay a Biller, you must make a further BPAY Payment for the difference.

4. Payment Timing

4.1 If you give us a valid payment instruction on a Banking Business Day before our Payment Cut-Off Time, the payment will be treated as received by the Biller on that day. If you give us a payment instruction after our Payment Cut-Off Time on a Banking Business Day, or on a day that is not a Banking Business Day, the payment will be treated as received by the Biller on the next Banking Business Day.

4.2 Our Payment Cut-Off Time is 5:00pm (Melbourne time) on each Banking Business Day. We may change the Payment Cut-Off Time by notifying you in accordance with the "Changes" section of these BPAY Payer Terms.

4.3 A delay may occur in processing a BPAY Payment if:

(a) you give us the instruction after the Payment Cut-Off Time and the following day is not a Banking Business Day;

(b) we, or another financial institution participating in the BPAY Payment Service, fail to comply with applicable obligations; or

(c) a Biller fails to comply with its obligations.

While any such delay will not normally continue for more than one Banking Business Day, it may continue for a longer period. If we become aware that a delay may continue beyond one Banking Business Day, we will advise you.

5. Mistaken, Unauthorised and Fraudulent Payments

5.1 You must promptly notify us if you:

(a) become aware of any delays or mistakes in processing your BPAY Payments;

(b) did not authorise a BPAY Payment made from your Wallet (for clarity, this does not include a BPAY Payment initiated by you or by anybody with your knowledge or consent); or

(c) believe you were fraudulently induced to make a BPAY Payment.

5.2 You must provide us with such assistance as may be reasonably necessary to conduct investigations in respect of any mistaken, unauthorised, or fraudulent BPAY Payments.

5.3 Mistaken Payments. If a BPAY Payment is made to a person or for an amount not in accordance with your instructions and your Wallet was debited, we will credit that amount to your Wallet. However, if you were responsible for the mistake (for example, by entering incorrect details) and we cannot recover the amount from the person who received it within 20 Banking Business Days, you must repay us that amount.

5.4 Unauthorised Payments. If a BPAY Payment is made pursuant to a payment instruction which appeared to us to be from you but for which you did not give authority, we will credit your Wallet with the amount of that BPAY Payment. This does not include a BPAY Payment where the instruction was made by you or by anybody with your knowledge or consent. Further, you must pay us the amount of an unauthorised BPAY Payment if the BPAY Payment was made as a result of you not complying with our security procedures (as described under the "Safety and Security" section of the Treasury Management Terms). If we can recover part of the amount from the recipient, you are liable only for the unrecovered portion. You must provide written consent, addressed to the Biller who received the BPAY Payment, for us to obtain from the Biller information about your account or the BPAY Payment that we reasonably require to investigate.

5.5 Fraudulent Payments. If a BPAY Payment is made as a result of you being fraudulently induced into making that BPAY Payment, and any other person involved in the BPAY Scheme committed, had actual knowledge of, or with reasonable diligence should have detected, the fraud, then that person should refund you the amount of the fraud-induced BPAY Payment. However, if that person does not refund you, you must bear the loss.

5.6 ePayments Code. If under this clause 5 you are liable for an unauthorised or fraudulent BPAY Payment and the ePayments Code applies, then your liability is limited to the lesser of:

- (a) the amount of the unauthorised or fraudulent BPAY Payment;
- (b) the limit (if any) of your liability set out under the "Limitation of Liability" section of the Treasury Management Terms for the applicable product or service; and
- (c) the limit (if any) of your liability imposed under the ePayments Code.

If (b) or (c) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent BPAY Payment.

5.7 Resolution principles. If a BPAY Payment falls within more than one of the categories described in clauses 5.3, 5.4 and 5.5, the following order of priority applies: (a) clause 5.4 (Unauthorised Payments) takes priority over clauses 5.3 and 5.5; and (b) clause 5.5 (Fraudulent Payments) takes priority over clause 5.3 (Mistaken Payments).

6. No Chargebacks

6.1 Except where a BPAY Payment is a mistaken payment, unauthorised payment, or fraudulent payment addressed in clause 5, BPAY Payments are irrevocable. No refunds will be provided through the BPAY Payment Service where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. This is the case even where your BPAY Payment has been made using a credit card account — no chargeback rights will be available for BPAY. Any such dispute must be resolved directly with the Biller.

7. Suspension and Termination of the BPAY Payment Service

7.1 In addition to our rights under the "Termination and Suspension" section of the Treasury Management Terms, we may suspend or terminate your right to participate in the BPAY Payment Service if:

- (a) we, or BPAY, suspect on reasonable grounds that you are being fraudulent, in breach of these BPAY Payer Terms, or using the BPAY Payment Service in a manner that adversely affects the integrity, stability, or reputation of the BPAY Scheme;
- (b) you are using the BPAY Payment Service in connection with unlawful activities;
- (c) we are required to do so under the BPAY Scheme Documents or are requested to do so by BPAY or any regulatory authority;
- (d) our membership to the BPAY Scheme or our subscription to the BPAY Payment Service is suspended, ceases, or is cancelled; or
- (e) you suffer an Insolvency Event.

Where possible, we will give you advance notice of any suspension or termination.

7.2 Suspension or termination of your right to use the BPAY Payment Service does not prejudice any claims either party may have against the other in respect of any then-subexisting breaches, or otherwise affect accrued rights or remedies.

8. Privacy

8.1 You acknowledge and agree that the disclosures contemplated under the "Disclosure of Information and Use of Personal Data for Direct Marketing" section of the Treasury Management Terms include disclosure of information relating to you, which may include your Personal Data, to BPAY Pty Ltd, its Service Providers, and other participants in the BPAY Scheme, to the extent necessary to facilitate the provision of the BPAY Payment Service to you. If we do not disclose such information, we will not be able to provide the BPAY Payment Service to you.

9. Fees

9.1 We may charge fees for the BPAY Payment Service as set out in the Fee Schedule on the Airwallex Platform or as otherwise agreed in writing. The "Service Fees" section of the Treasury Management Terms applies to such fees.

10. Changes

10.1 We may change these BPAY Payer Terms in accordance with the "Changes to this Agreement" section of the Treasury Management Terms and the "Changes to the Terms and Account Name" section of the General Terms. Without limiting those clauses, we may also make changes to accommodate changes in the operation of BPAY or the BPAY Scheme.

11. Dispute Resolution

11.1 Complaints about the BPAY Payment Service are handled in accordance with the "Complaints" section of the Treasury Management Terms and the "Complaints" section of the General Terms.

12. Liability and Indemnity

12.1 Subject to the specific rules in clause 5 of these BPAY Payer Terms (which set out the BPAY Scheme's error correction and loss allocation rules), the "Limitation of Liability" and "Indemnity" sections of the Treasury Management Terms and the "Liability" section of the General Terms apply to your use of the BPAY Payment Service.

12.2 For the avoidance of doubt, clause 5 of these BPAY Payer Terms sets out the BPAY Scheme's mandatory rules for the allocation of loss arising from mistaken, unauthorised, and fraudulent BPAY Payments. To the extent that clause 5 is inconsistent with the "Unauthorised transactions" provision or the "Limitation of Liability" section of the Treasury Management Terms, clause 5 of these BPAY Payer Terms prevails in relation to the BPAY Payment Service.

13. Definitions

13.1 In these BPAY Payer Terms:

"Banking Business Day" means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

"Biller" means an organisation that has agreed to receive BPAY Payments through the BPAY Payment Service.

"Biller Code" means a unique numerical code allocated to a Biller or to a product or service offered by that Biller.

"BPAY" means BPAY Pty Ltd (ABN 69 079 137 518).

"BPAY Payment" means a payment made by or on behalf of you to a Biller through the BPAY Payment Service.

"BPAY Payment Service" means the electronic payments service through which you can instruct us to make payments on your behalf to Billers who tell you that you can make payments to them through the BPAY Payment Service.

"BPAY Scheme" means the scheme operated by BPAY from time to time to provide payment services to end customers.

"BPAY Scheme Documents" means the rules, including the Business Rules and Operating Procedures, which govern our participation in the BPAY Scheme.

"Customer Reference Number" means a numerical identification code assigned by a Biller to a customer to facilitate the making and reconciliation of BPAY Payments to that Biller.

"ePayments Code" means the ePayments Code published by the Australian Securities and Investments Commission, as amended from time to time.

"Payment Cut-Off Time" means 5:00pm (Melbourne time) on each Banking Business Day, or such other time as we notify you in accordance with the "Changes" section of these BPAY Payer Terms.