

Changes to your SecurePay Services Agreement(s)

Dear Valued Customer,

Thank you for choosing SecurePay to support your business. We're getting in touch to advise you of some changes to your SecurePay Services Agreement(s).

This notice relates to two separate matters, with all changes taking effect 1 February 2025.

Part 1 – Novation of your SecurePay Online Payments Services Agreement(s)

Part 2 - Minor updates to the SecurePay Online Payments Services T&Cs.

Part 1 – Novation of SecurePay Services Agreements

This part of the notice relates to your agreement or agreements with Australian Postal Corporation ABN 28 864 970 579 (**AusPost**) for the provision of the following three services (collectively, the **SecurePay Services**):

1. SecurePay Online Payments Services (under the **SecurePay Online Payments Services Agreement**) - National Australia Bank ABN 12 004 044 937 (**NAB**) is also a party to this Agreement;
2. 3DS Secure 2 Online Payment Services (under the **3DS Secure 2 Online Payment Agreement**); and
3. Dynamic Currency Conversion (under the **Dynamic Currency Conversion Agreement**),
(each an **Agreement** and together, the **Agreements**).

You may either have only the SecurePay Online Payments Services Agreement in place if you have only signed up for SecurePay Online Payments Services, or two or three Agreements with AusPost if you have also signed up for 3DS Secure 2 Online Payment Services and/or Dynamic Currency Conversion.

As you know, clause 4.5 and Schedule 6 of your customer contract requires you to enter into and accept the Agreement or Agreements, which have previously (until now) been between you and Australia Post (and for the SecurePay Online Payments Services Agreement, also NAB).

What do you need to do

Please read Part 1 of this notice carefully.

If you consent to the novation, you do not have to do anything in response to this notice. By utilising the SecurePay Services any time between 5:01pm on 24 January 2025 and 11:59pm on 31 January 2025 you will be taken to consent to the novation on and from 00:00am on 1 February 2025 and the SecurePay Services will continue to be provided to you as usual.

If you do not consent to the novation, you must email us at support@securepay.com.au by 5:00pm on 24 January 2025 stating that you do not consent. In that case, this letter acts as a termination notice from AusPost to you terminating the Agreement(s) from 11:59pm on 31 January 2025 and the SecurePay Services will cease to be provided to you after that date. If you provide notice that you do

not consent, your continued use of the SecurePay Services up to 11:59pm on 31 January 2024 will not be taken to be consent to the novation.

If you neither transact with us between 5:01pm on 24 January 2025 and 11.59pm on 31 January 2025 nor send us a notice by 5:00pm on 24 January 2025 stating that you do not consent to the novation, your Agreement will be assigned to SecurePay from 1 February 2025 and should you then utilise the SecurePay Services at any later date you will be taken to consent to the novation and the SecurePay Services will continue to be provided to you as usual.

What's changing:

Since the commencement of each of these Agreements, all of AusPost's obligations under each Agreement have been performed by its wholly owned subsidiary, SecurePay Pty Ltd ABN 92 088 101 875 (**SecurePay**).

AusPost now wishes to novate its rights and obligations under each Agreement, on and from 00.00am on 1 February 2025 or such later date that you utilise the SecurePay Services (the **Effective Date**) to SecurePay – this means that SecurePay will replace AusPost as a party to each Agreement. You (as Customer) will remain a party to each Agreement you were a party to prior to the novation and NAB will remain a party to the SecurePay Online Payments Services Agreement.

The purpose of this letter is to formally notify you of the proposed transfer of each Agreement from AusPost to SecurePay, and that the SecurePay Services will be continued by SecurePay, on the terms set out below.

There is no change, as part of this novation process, to the services being provided, the manner in which the services are provided, nor to any of the terms of any of the Agreements. The only thing changing is that AusPost is being replaced by SecurePay as a party to each Agreement.

If you notify us by the relevant date (set out under "What do you need to do" below) that you do not agree to the novation, each Agreement to which you are a party will terminate and the SecurePay Services will cease to be provided to you.

Notice of Novation:

- A. AusPost gives notice that, on and from the Effective Date, it is novating its rights and obligations under each Agreement to SecurePay.
- B. SecurePay has consented to the novation of each of the Agreements on the terms in this notice.
- C. In the case of the SecurePay Online Payments Services Agreement, NAB has consented to the novation on the terms in this notice.
- D. On and from the Effective Date:
 - a. SecurePay is substituted for AusPost under each Agreement as if it had been an original party to each Agreement;
 - b. SecurePay assumes all obligations and liabilities of, and will enjoy all rights and benefits of, AusPost under and in relation to each Agreement (including any that accrued prior to the Effective Date);
 - c. You release AusPost from any obligation under each Agreement, and AusPost will have no obligations or liabilities to you under each Agreement including any that accrued prior to the Effective Date and including any obligations to provide the SecurePay services from the Effective Date;

- d. The references in each Agreement to AusPost will be interpreted as if they were references to SecurePay and as if SecurePay had been an original party to each Agreement; and
 - e. SecurePay is bound by and must comply with each Agreement and will enjoy all the rights and benefits accruing under each Agreement, whether prior to or after the Effective Date, as if it were AusPost.
- E. If you do not agree to the novation and no longer wish to be provided with the SecurePay Services, you should provide written notice to AusPost in accordance with the “What do you need to do” section below. This will have the effect of terminating each Agreement from 11:59pm on 31 January 2025 and the SecurePay Services will cease to be provided to you.

Part 2 – Amendments to SecurePay Online Payments Services Terms and Conditions

Unrelated to the novation process set out above, Australia Post has reviewed the SecurePay Online Payments Services Terms and Conditions and has determined that some minor amendments are required in order for Australia Post (SecurePay, once the novation takes effect which will be at the same time as these changes take effect) to be able to satisfy its own legal obligations, both to NAB and under Card Scheme Rules and other regulatory requirements.

These changes will take effect on 1 February 2025. You can view a summary of the amendments below.

Clause being amended	Change being made
<p>Clause 17.3 regarding NAB/Australia Post right to suspend or terminate the agreement.</p> <p><i>“Australia Post or NAB may by written notice to You suspend or terminate the agreement between the parties in respect of these Terms and Conditions or suspend then terminate any part of it at any time if any of the following events occur:”</i></p>	<p>Addition of new clause 17.3(p) (below) to allow explicit right of termination or suspension by NAB or SecurePay (from 1 February, SecurePay will replace Australia Post) if NAB considers (in its sole discretion) that your business falls within NAB’s prohibited categories of business or particular merchant category code set by NAB, or otherwise does not satisfy the NAB Merchant Risk Policy.</p> <p><i>(p) if a Transaction fall within NAB's prohibited categories of business or Merchant Category Codes, as notified to You from time to time, or is deemed to be prohibited based on NAB or SecurePay’s assessment of the risks associated with the Transaction, including but not limited to risks related to compliance, fraud, legal, or reputational risk.</i></p>
<p>Clause 17.4 regarding notice of suspension or termination</p>	<p>Consequential amendment (addition of words in red below) as a result of the new clause 17.3(p) outlined above.</p> <p><i>“17.4 SecurePay will provide you with 10 Banking Days’ notice of any suspension or termination under this clause 17. However, SecurePay may make any suspension or termination under this clause 17 immediately where it is reasonably necessary to protect the security of Transactions or NAB or</i></p>

	<p><i>SecurePay systems, or to comply with any legal requirements or the directions of the Card Schemes or to comply to NAB's and SecurePay's internal merchant risk policies pursuant to clause 17.3(p). SecurePay will endeavour to notify You reasonably promptly after any suspension or termination which is made with no prior notice."</i></p>
<p>Clause 9.3 regarding ability of NAB/Australia Post to refuse or reverse transactions in certain circumstances</p>	<p>Addition of new clause 9.3(d) (below) to allow NAB or SecurePay to refuse or reverse a Transaction if it is deemed to be a prohibited transaction based on NAB or SecurePay's assessments of the risks related to the Transaction.</p> <p><i>"9.3 You acknowledge and agree that NAB or SecurePay may:</i></p> <p><i>...(d) refuse to accept or process a Transaction or reverse a Transaction if the Transaction fall within NAB's prohibited categories of business or Merchant Category Codes, as notified to You from time to time, or is deemed to be prohibited based on NAB or SecurePay's assessment of the risks associated with the Transaction, including but not limited to risks related to compliance, fraud, legal, or reputational risk."</i></p>

Contact us

If you have any questions or concerns about these changes, please contact AusPost via the [SecurePay Help and Support page](#).

Kind regards,

The Australia Post team