

Smart Real Estate Payments

Terms and Conditions
Effective 09 June 2026

Commonwealth Bank of Australia
ABN 48 123 123 124

008-185 090626

Privacy collection notice – Smart Real Estate Payments

- Neither this privacy collection notice nor our Group Privacy Statement (referenced below) form part of any contract you have with us.
- By using the Service (as defined in the Smart Real Estate Payments Terms and Conditions to which this privacy collection notice is attached) (**Terms and Conditions**), you acknowledge that you have read this privacy collection notice.

What information we collect

In this privacy collection notice, 'you' includes our customer and any person who holds office in an entity which is a customer. The Commonwealth Bank of Australia ('CommBank', 'we', 'our', 'us') collect information about you (such as your name, address, contact details and identification documentation), and information about your interactions with us (such as bank account and transaction details). We may also collect publicly available information about you.

Why we collect your information and what we use it for

We collect your information because we are required to identify you in accordance with applicable anti-money laundering, financial crimes and sanctions laws, currency control regulations and in order to comply with taxation laws. We also collect it to establish and manage our relationship with you, including risk management and pricing, to provide the Service, to meet our obligations in relation to external payment systems and under our arrangements with government agencies. If you do not provide your information, we may not be able to provide you with the products and services that you require.

We also use your personal information to identify you.

You must give us accurate and complete information, otherwise you may be breaking the law, and we may not be able to provide you with the products and services that you require.

If you change your personal details (such as your address, name or email address), let us know straight away.

Who we may exchange your information with

We may exchange your information with other members of the Commonwealth Bank Group (**Group**), who may use your information for any of the purposes we can. We may also exchange your information with third parties outside the Group: for example, your Tenants (as defined in the Terms and Conditions), your representatives, our licensors, suppliers, subcontractors, and other service providers, other financial institutions, enforcement and government authorities, relevant public registers, payment system operators, and others as required by law. Sometimes, it may be necessary to send your information overseas – for example, where we outsource functions overseas, send information to Group members overseas, where we need to complete a transaction on your behalf, or where this is required by laws and regulations. See our Group Privacy Statement for more information.

Our Group Privacy Statement

Our Group Privacy Statement is available on our website at www.commbank.com.au (search 'Privacy' and follow the Group Privacy Statement link) or upon request from any branch of CommBank, and should be read in conjunction with the above. It contains further details about our information collection and handling practices, including information about other ways we may collect, use or exchange your information; how you may access and seek correction of the information; and how to make a complaint about a breach of your privacy rights, and our complaint handling procedures. This statement also includes details of additional rights that may apply to you if you are located outside of Australia.

How to contact us about privacy

For privacy-related enquiries, please contact us by:

- Email: CustomerRelations@cba.com.au
- Telephone: 1800 805 605, or
- Writing: to the address in our Group Privacy Statement.

Privacy Consent

If you give us your contact details, we may use those details to communicate with you including to provide updates, reminders and marketing information. If you do not want to receive direct marketing messages, contact us on 13 1998 during the hours of 9am to 5pm (AEST/AEDT) on a Business Day.

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Smart Real Estate Payments

Key terms

We would like to make you aware of some important provisions of these Terms and Conditions:

- **Exclusions of our liability:** we exclude our liability to you for various matters, including for:
 - Losses arising from a failure by a Tenant or a User to keep their Tenant Email Address or User Email Address (as applicable) up to date;
 - delays arising due to certain circumstances described in clause 6.8.1 (including failure by a Tenant to authorise a Payment Activity);
 - the imposition by us of limits (imposed fairly and reasonably) on access to and use of the Service;
 - decisions not to process Payment Agreements in certain circumstances described in clause 9.1;
 - the conduct of Tenants and the Property Tree Software (which is not provided by us);
 - Loss resulting from disruptions to the operations or systems of other entities (not being our licensors, suppliers, or subcontractors), or for corruption or interception of data occurring outside our computer systems; and
 - consequential loss, and for liability arising due to defined Qualifying Events.
- **Your liability for loss:** you are liable for certain Losses under these Terms, including:
 - for Losses arising from us acting on information we receive from MRI or via the Agent Portal, that is authenticated (without fault on our part) as having been sent from you, your Users, or your or their Property Tree Software accounts;
 - resulting from us acting on the information we receive from MRI or via the Agent Portal, in the circumstances described in clause 4.1(a);
 - resulting from your failure to meet the Minimum Security Requirements described in clause 5.3;
 - resulting from your failure to notify us of certain events described in clause 5.5; and
 - for Losses we suffer when we exercise our suspension or termination of access and use rights, except in certain circumstances described in clause 9.2.
- **Provision of your data to a third party:** we may provide data you share with us, or data about you, to the third parties as described in our privacy collection notice above for the purposes described in that notice. We may provide such data in a form that will identify you.

Part 1: Background

1.1. About Smart Real Estate Payments

- 1.1.1. The Smart Real Estate Payments Service is a service which facilitates the creation and management of Payment Agreements for approved Real Estate Agents that meet our eligibility criteria.
- 1.1.2. The Service is only intended for, and you must only use the Service for, Residential Tenancies.
- 1.1.3. The Service is not a compliance tool, and we are not responsible for your or any Tenant's compliance with each Lease and applicable Laws. You must only use the Service in compliance with each Lease and applicable Laws. You and the relevant Tenant remain responsible for complying with each Lease and applicable Laws.
- 1.1.4. Any Payment Activities that you wish to make must be initiated in the Property Tree Software. The Property Tree Software is provided by a separate organisation, MRI, and you will need to maintain your own separate subscription to use the Property Tree Software. We are not responsible for providing the Property Tree Software to you but will act on instructions and information you provide to us via the Property Tree Software in relation to any Payment Activities. We will also provide certain information to MRI regarding your Payment Agreements and Payment Activities, for you to access via the Property Tree Software. This includes information that allows the reconciliation in the Property Tree Software of Payments received.
- 1.1.5. As part of the Service, we will separately make the Agent Portal available to you in accordance with the Agreement. The Agent Portal enables you to access certain information and perform some activities in relation to the Service.

1.2. About the Agreement

- 1.2.1. The Agreement is comprised of the following:
 - a. any separate document which the parties have agreed applies to the Service and prevails over any other provisions of the Agreement;
 - b. any Payment Method Requirements;
 - c. these Terms and Conditions, other than any Payment Method Requirements;
 - d. any Smart Real Estate Payments Fee Schedule applicable to you;
 - e. the Smart Real Estate Payments Establishment Form; and
 - f. any terms and conditions referred to in the Smart Real Estate Payments Establishment Form or which apply to any underlying account, payment and other services that you use in connection with the Service, including:
 - (i) the Business Transaction & Savings Account Terms and Conditions, which apply to your Nominated Account(s);
 - (ii) the Direct Debit Terms, where you have chosen Direct Debit as a Payment Method;
 - (iii) the BPAY[®] Biller Agreement, where you have chosen BPAY as a Payment Method; and
 - (iv) the CommBiz Terms and Conditions, where you use the CommBiz Service in connection with the Service,(the services referred to in this clause 1.2.1(f) being **Other Services**, and the terms and conditions, including any relevant fee schedules, applicable to them being the **Other Terms and Conditions**, copies of which are available at www.commbank.com.au, from your Relationship Manager or otherwise as provided to you).
- 1.2.2. In some cases, the functionality and design of the Service means that aspects of the Other Services are delivered in a different manner than how those Other Services are usually provided. As a result, certain provisions in the Other Terms and Conditions may apply differently when the Other Services are used in connection with the Service. Those differences are described in Schedule 1 of these Terms and Conditions.
- 1.2.3. If, despite Schedule 1 of these Terms and Conditions, there is any inconsistency between any parts of the Agreement, the first-listed above in clause 1.2.1 will prevail to the extent of the inconsistency.

Part 1: Background

1.3. Start and duration

The Agreement starts on the day we approve your Smart Real Estate Payments Establishment Form, or as otherwise agreed, and continues until terminated in accordance with these Terms and Conditions.

Part 2: Smart Real Estate Payments

2.1. Eligibility

- 2.1.1. To be eligible for the Service, you must meet the Bank’s eligibility criteria for accessing its products and services. Among other things, this includes that you must:
- a. be registered, licensed, authorised or approved (as the case may be) in each applicable State and Territory in which you operate as a Real Estate Agent; and
 - b. have access to the Property Tree Software as a customer of MRI.
- 2.1.2. If we provide you with access to the Service, and we subsequently determine (acting reasonably) that you are no longer eligible for the Service, we may suspend or terminate your access in accordance with clause 9.2.

2.2. Smart Real Estate Payments

- 2.2.1. Subject to the Agreement, we will provide you with the Service as set out in Section 1 of the table below. Your Users will be required to accept our Agent Portal Terms and Conditions in order to access and use the Agent Portal. If your Users do not accept our Agent Portal Terms and Conditions, they must not use the Agent Portal and we may restrict or prevent their access.
- 2.2.2. The Service also includes the Tenant Portal set out in Section 2 of the table below, however the Tenant Portal is not available to you as a Real Estate Agent or your Users. It is only available as indicated in Section 2.

Description and capabilities of the Service, including the Tenant Portal

| Item | Functionality | Description |
|--|------------------------------------|--|
| Section 1 – Description and capabilities of the Service | | |
| 1 | Agent Portal | A web portal facilitating the management of Users, Tenants, Payment Agreements, and Payments. |
| 2 | Payment Agreements | Create and manage Payment Agreements between you and a Tenant via the Property Tree Software. |
| 3 | Payments | Facilitate the processing of Payments related to a Payment Agreement. |
| 4 | Payments matching | Automated matching of Payments against a Payment Agreement (where possible). Note: <ul style="list-style-type: none"> • Not all payments are capable of being matched (including due to Tenant errors in making BPAY payments). • The receipting and reconciliation service is provided by MRI and is MRI’s responsibility. |
| 5 | SmartREP Messages | Automated messages relating to Payment Agreements or Payments sent to: <ul style="list-style-type: none"> • you or a User from the Service via email; or • Tenants from the Service via email on your behalf. |
| 6 | Creation of CRNs for BPAY payments | Creation of new CRNs for Tenants who choose to make Payments using BPAY. |

Part 2: Smart Real Estate Payments

| Item | Functionality | Description |
|------|---|--|
| 7 | CommBiz Service account statement (existing non-Service functionality that can be used in conjunction with the Service) | You can use your CommBiz Service to download account balances and transactions reporting files (containing Payments information). Note: The reconciliation service is provided by MRI and is MRI's responsibility. |

Section 2 – Description and capabilities of the Tenant Portal

| | | |
|---|---|---|
| 8 | Tenant Portal (only available to Tenants, not available to you or your Users) | A web portal available to Tenants which provides information relating to a Tenant's Payment Agreements, Payment Methods, Payments and personal details. |
|---|---|---|

Part 3: Payment Agreements

3.1. General requirements and responsibility

- 3.1.1. In order to use certain functionality of the Service, including to initiate and update Payment Activities, you must use the Property Tree Software. This will require you to activate the Service in the Property Tree Software and maintain that activation.
- 3.1.2. You may only create one Payment Agreement for a Lease.
- 3.1.3. Before initiating a Payment Agreement in relation to a Lease, you must:
- be appointed the managing agent in relation to the Lease, with the right to collect payments under the Lease. You must not use the Service on a bureau or white label basis on behalf of any other real estate agent business;
 - have taken steps to identify and verify the identity of the Tenant, including in accordance with applicable Law governing the relevant Lease and requirements or guidance in that State or Territory;
 - confirm that you have the correct contact details for the Tenant for use with the Tenant Portal, including the Tenant Email Address, and for accessing help and support, including the Tenant's phone number;
 - communicate with the Tenant about your use of the Service, including when any Payments will commence, and take steps within your control to manage any existing methods you use to receive payments from the Tenant, so that you and the Tenant can correctly transition from any existing payment arrangements and avoid duplicate or incorrect payments being made by the Tenant; and
 - as required by clause 4.8.1, obtain the Tenant's consent to receiving communications relating to the Service.
- 3.1.4. You acknowledge that the Lease is the governing document which sets out the terms of each relevant tenancy. You must ensure that:
- you are entitled to collect all amounts that you collect under a Payment Agreement, including on the Payment Dates nominated by you; and
 - any amounts you collect under a Payment Agreement, including amounts collected through any Payment Activity initiated by you under a Payment Agreement, are collected in accordance with applicable notice and timing requirements,
- under the associated Lease and in accordance with any applicable Laws (unless the amount collected is a Held for Tenancy Payment, which is subject to the terms of clause 3.4). You are responsible for initiating any Payment Activities as necessary in order to comply with this obligation.
- 3.1.5. If a Tenant informs you that they wish to update their contact details for the Tenant Portal, which may include the Tenant Email Address, you must promptly update the Tenant's details for the Tenant Portal.
- 3.1.6. If a Tenant Email Address or User Email Address is not able to receive emails from us for any reason (for example, if that email account is closed, the storage limit has been reached, or the Tenant or User has configured that email account not to receive emails from us), the Tenant or User may not be able to (as applicable):
- access and use the Tenant Portal or Agent Portal; or
 - receive communications relating to the Service.

For a Tenant, this could result in Payments or Payment Activities occurring without the Tenant's review, failed or missed Payments, suspension of the Tenant's Payment Agreement, and failure by the Tenant to receive updates about the Tenant Portal and the Service. For a User, this could result in activities occurring without the User's review and failure to receive updates about the Agent Portal or the Service. If we receive a bounce-back advising that an email could not be delivered to a Tenant Email Address or User Email Address, we will contact you to try and obtain a new email address for that Tenant or User. You must use all reasonable efforts to assist us to obtain a new email address for the relevant Tenant or User, if we are unable to contact them using the Tenant Email Address or User Email Address (as applicable). However, we are not liable for any

Part 3: Payment Agreements

Losses arising from a failure by a Tenant or a User to keep their Tenant Email Address or User Email Address (as applicable) up to date.

- 3.1.7. If we are unable to obtain a new email address for the Tenant after following the process described in clause 3.1.6, we may suspend or terminate the Tenant's access to and use of the Tenant Portal and may suspend or cancel their Payment Agreement or any Payment under the Tenant Portal Terms and Conditions. If we choose to exercise our right of suspension, we will use reasonable endeavours to reinstate the Tenant's access to and use of the Tenant Portal, their Payment Agreement and Payments (as applicable), promptly after we obtain a new email address for the Tenant and the email address is able to receive communications relating to the Tenant Portal.
- 3.1.8. We are not responsible for ensuring that you, any Landlord or Tenant complies with the terms of the relevant Lease or any applicable Laws, including residential tenancy laws, and this remains a matter between you and them.
- 3.1.9. You must comply with any applicable Laws regarding disclosure of financial benefits you may receive in connection with your use of the Service (if any).

3.2. Payment Methods

- 3.2.1. You must choose at least one Payment Method for the Service.
- 3.2.2. You must only offer Payment Methods to Tenants that you yourself have accepted to use in connection with the Service. Your use of the Payment Methods must be in accordance with the requirements of the Other Terms and Conditions (subject to clauses 1.2.2 and 1.2.3).
- 3.2.3. When using a Payment Method, you must comply with any Payment Method Requirements (see Schedule 2) that are applicable to that Payment Method. The Payment Method Requirements may vary the other requirements in these Terms and Conditions or impose additional obligations.
- 3.2.4. You may remove a Payment Method by submitting a Smart Real Estate Payments Maintenance Form in accordance with the timeframes outlined in the Documentation, before you want the Payment Method to be removed. We may suspend or remove a Payment Method by providing notice to you in accordance with this Agreement or the Other Terms and Conditions.
- 3.2.5. Where a Payment Method is to be suspended or removed, you must give each affected Tenant as much notice as possible (at least 30 days) before the suspension or removal takes effect (or provide as much notice as possible, if we provide you with less than 30 days' notice). If a Payment Method is removed or suspended and a Tenant has not selected a new Payment Method for an active Payment Agreement, any upcoming Payments under that Payment Agreement may fail, which may result in consequences for the Tenant, such as late payment fees and suspension of the Tenant's Payment Agreement (see clause 3.6).
- 3.2.6. You can request a new Payment Method by submitting a Smart Real Estate Payments Establishment Form, and any other required documentation to us. You must meet the eligibility criteria and product requirements for the new Payment Method and any request made by you may be accepted or rejected by us in accordance with such eligibility criteria or product requirements.

3.3. Payment Activities generally

- 3.3.1. You can initiate Payment Activities in the Property Tree Software.
- 3.3.2. Certain Payment Activities must be authorised by the Tenant before they become effective and for Payments to be received through the Service.
- 3.3.3. Payment Activities may otherwise become effective once made by you in the Property Tree Software (i.e. they do not require Tenant authorisation), although may subsequently be declined by the Tenant, if that functionality is provided in the Tenant Portal, before the Payment Date.

Part 3: Payment Agreements

- 3.3.4. You must contact the Tenant directly to resolve any matters about the authorisation or non-authorisation, or their decline, of a Payment Activity.
- 3.3.5. Before initiating any Payment Activity on your own initiative (and not in response to a request by the Tenant), where required, you must provide the Tenant with sufficient notice of the subject of the Payment Activity in accordance with your obligations under the associated Lease and any applicable Laws, which may include notice provided outside of the Service.

3.4. Held for Tenancy Payments

- 3.4.1. If a Tenant requests you to hold an amount in trust on their behalf, to be applied to future payments that arise under the Lease, you may initiate a Payment Activity to collect the Held for Tenancy Payment.
- 3.4.2. Held for Tenancy Payments are completely optional for a Tenant and Payment Activities for the collection of Held for Tenancy Payments may only be initiated where requested by a Tenant outside the Service, and then only in accordance with that request.
- 3.4.3. If a Tenant requests to make a Held for Tenancy Payment, you must document:
 - a. any such request made by the Tenant; and
 - b. the terms agreed between you and the Tenant in relation to the Held for Tenancy Payment, including how you may apply such amounts (for example, if there are specific kinds of future payments that those amounts can or cannot be used for).

3.5. Amending and cancelling Payment Agreements and Payments

- 3.5.1. You may amend and cancel Payment Agreements and Payments by initiating a Payment Activity, subject to compliance with your obligations under the Lease and any applicable Laws (including any notification obligations).
- 3.5.2. We will do what we can to assist if you have initiated a Payment Activity in error and have been unable to amend or cancel that Payment Activity before the relevant Payment occurs.
- 3.5.3. If you believe a Payment has been received in error, you must contact the Tenant.
- 3.5.4. A Tenant may request that you amend or cancel a Payment Agreement, Payment or Payment Activity. If you agree with such a request, you should promptly initiate a Payment Activity to reflect the request. If you do not agree with the Tenant's request, you should contact the Tenant to discuss the request, provided that you should honour a request by the Tenant to cancel their Payment Agreement where they no longer wish to use the Service and must comply with your obligations under the Lease and applicable Laws in managing any request or dispute concerning a Tenant's Payment Agreements, Payments or any Payment Activity.
- 3.5.5. We may cancel, or require you to cancel, a Payment Agreement or Payment:
 - a. in accordance with these Terms and Conditions, including clauses 3.1.7 and 9.2.2;
 - b. where requested by the Tenant. We will use reasonable endeavours to contact you before we cancel a Payment Agreement at the request of the Tenant, however we will honour a request by the Tenant to cancel their Payment Agreement;
 - c. where we exercise our right to terminate a Tenant under the Tenant Portal Terms and Conditions; and
 - d. where a Tenant has not accepted the Tenant Portal Terms and Conditions or any amendment of the Tenant Portal Terms and Conditions.

3.6. Failed or missed Payments

- 3.6.1. If a Payment has failed:
 - a. the Property Tree Software and the Agent Portal will be updated to reflect that the Payment has failed, within a reasonable timeframe after the failure;

Part 3: Payment Agreements

- b. a SmartREP Message will be sent to the Tenant notifying them of the failed Payment; and
 - c. if the failed Payment is a Rental Payment, the Payment Agreement will be suspended, subject to any Payment Method Requirements.
- 3.6.2. If a Rental Payment is missed for more than 5 Business Days, the Payment Agreement will be suspended, subject to any Payment Method Requirements.
- 3.6.3. Despite the suspension of a Payment Agreement for a failed or missed Rental Payment, at any time up until the time the Payment Agreement is cancelled, the Tenant can:
- a. make a Recovery Payment; or
 - b. make arrangements with you for the failed or missed Rental Payment to be made outside of the Service. In this case, you will need to manually allocate this Recovery Payment in the Property Tree Software, as this payment will not be reconciled by the Property Tree Software, in which case the Payment Agreement will be unsuspending.
- 3.6.4. If an Other Payment has failed, you will need to initiate a new Payment Activity if you still wish to receive the Other Payment via the Service.
- 3.6.5. You are solely responsible for managing Tenants who are in financial difficulty in accordance with any Laws that are applicable to you.

3.7. Suspending and unsuspending Payment Agreements

- 3.7.1. A Payment Agreement may be suspended and unsuspending as follows:

| Reason for suspension | When a Payment Agreement will be unsuspending |
|---|---|
| If a Rental Payment fails or the Tenant misses a Rental Payment for more than 5 Business days after the due date, as described in clauses 3.6.1(c) and 3.6.2. | A Payment Agreement is unsuspending as described in clause 3.6.3. |
| The Tenant requests you to suspend the Payment Agreement, and you have contacted us to suspend the Payment Agreement as described in clause 3.7.2. | The Tenant requests you to unsuspending a Payment Agreement, and you have contacted us to unsuspending the Payment Agreement as described in clause 3.7.2. |
| We may suspend a Payment Agreement in accordance with clause 3.1.7. | In accordance with clause 3.1.7. |
| We may suspend a Payment Agreement in accordance with clause 9.2. | In accordance with clause 9.2.6. |
| We may suspend a Payment Agreement where we exercise our right to suspend a Tenant under the Tenant Portal Terms and Conditions. | We will use reasonable endeavours to reinstate the Payment Agreement promptly after the reason for suspension has been resolved, in accordance with the Tenant Portal Terms and Conditions. |
| We may suspend a Payment Agreement on request of the Tenant. | Where we are advised that the Tenant wishes to unsuspending their Payment Agreement. |

- 3.7.2. You must contact the Help Desk if you receive a request from the Tenant outside of the Service to suspend or unsuspending a Payment Agreement. You must provide clear information in relation to the request, including the Tenant details, Payment Agreement reference and reason for the suspension or unsuspending. We will action your request promptly and notify you when your suspension request has been successfully actioned.

3.8. Consequences of the cancellation of Payment Agreements and Payments

- 3.8.1. Upon cancellation of a Payment Agreement:
 - a. all future Payments scheduled under that Payment Agreement will be stopped;
 - b. no further Payments can be initiated under that Payment Agreement; and
 - c. the cancelled Payment Agreement cannot be amended or reinstated. A new Payment Agreement must be created if needed.
- 3.8.2. Upon cancellation of an Other Payment:
 - a. any future payments scheduled for the Other Payment will be cancelled; and
 - b. the cancelled Other Payment cannot be amended or reinstated. A new Payment Activity must be initiated if needed.
- 3.8.3. Where the final Rental Payment has been made under a Payment Agreement:
 - a. no further Payments will be made under that Payment Agreement; and
 - b. no further Payment Activities can be initiated under that Payment Agreement.

3.9. Reconciliation and receipting

- 3.9.1. If the Service is unable to match a payment received against the corresponding Payment, you will need to review the Payment and, if required, manually allocate the payment in the Agent Portal. This can occur, for example, where a Tenant makes a payment using BPAY with an error in the CRN or payment amount.
- 3.9.2. We will provide MRI with details of Payments received, so that MRI can facilitate the receipting and reconciliation of those payments in the Property Tree Software. It remains your responsibility to ensure receipts are issued to Tenants as required by Law, and this is not part of the functionality of the Service.
- 3.9.3. You must only disburse Payments received by Direct Debit after those Payments have been cleared in accordance with the applicable Direct Debit clearing process. For further information on the clearing process for Payments received by Direct Debit, refer to clause 7(a) of Schedule 1 of the Receivables Terms and Conditions.

3.10. Exporting of Payments information

You can download your latest account statements by logging into your CommBiz Service and uploading the files into the Property Tree Software.

3.11. SmartREP Messages

- 3.11.1. The Service will send automated SmartREP Messages from a Bank registered domain on your behalf to the Tenant in relation to Payment Activities and their upcoming Payments.
- 3.11.2. You can upload your name and logo in the Agent Portal for display on these SmartREP Messages.
- 3.11.3. While the Service sends SmartREP Messages on your behalf in relation to a Payment Agreement, you are solely responsible for any debt collection activities you undertake in relation to overdue payments under a Payment Agreement.

3.12. Tenant Complaints

- 3.12.1. Tenants must be able to raise Tenant Complaints directly with you.
- 3.12.2. For inquiries and complaints relating to Payments, you must investigate the inquiry or complaint and resolve the matter in accordance with the Lease and applicable Laws.
- 3.12.3. If a Tenant contacts us directly relating to a Tenant Complaint (other than a complaint relating to the Tenant Portal), we will inform them to contact you or the Tenant Financial Institution for resolution.
- 3.12.4. We will deal with the Tenant directly where the Tenant Complaint relates to the Tenant Portal.

Part 4: Responsibilities, changes, IP and privacy

4.1. Specific responsibilities

- a. You are responsible for the accuracy of, and we may rely and act upon, the information that we receive:
 - (i) from MRI, that is authenticated (without fault on our part) as having been sent from you or your Users, or your or their Property Tree Software accounts; or
 - (ii) via the Agent Portal, that is authorised, or regarded under clause 5.1.3 as having been authorised, by you or your Users.

This may include information that is fraudulent or sent as a result of a fraud, scam, or other malicious activity.

- b. We are not required to verify the information we receive from you, or act on your instructions unless you have provided all of the required information to enable us to do so.
- c. You must promptly respond to any messages you receive from us in relation to the Service.
- d. If you experience any activity that appears suspicious or erroneous, you must promptly report such activity to us by calling the numbers for Frauds and Scams listed in clause 10.2.
- e. You must not use the Service for fraudulent or improper purposes.
- f. You must act promptly in relation to any instructions that you receive from Tenants in relation to a Payment Agreement.
- g. You must comply with all applicable Laws in connection with your use of the Service.

4.2. Our responsibilities

We will accurately reflect the information that we receive from MRI or via the Agent Portal in connection with a Payment Activity, that is authenticated or authorised as described in clause 4.1(a).

4.3. Limits on access and use

- 4.3.1. Any limits imposed on you in relation to your use of the Other Services will continue to apply to your use of the Other Services when you use the Service. For example, your Direct Debit Limit will apply to all Direct Debit transactions processed using your BECS User ID, which includes Direct Debit transactions initiated via the Service.
- 4.3.2. In addition:
 - a. from time to time, we may impose limits on your (and any User's) access to and use of the Service (including the number of Payment Agreements that may be made or the total value of transactions that may be made under a Payment Agreement over a period of time);
 - b. when we take any action under this clause 4.3.2, we will act fairly and reasonably towards you, including by notifying you where appropriate (including in accordance with clause 7.2 where applicable) and in the case of temporary actions, by reinstating your limits or access to and use of the Service when we believe it is reasonable to do so; and
 - c. except to the extent caused by our negligence, mistake or wilful misconduct, or that of our agents, we will not be responsible for any Loss you incur from any action taken under this clause 4.3.2.

4.4. Nominated Account(s)

- 4.4.1. For the duration of the Agreement, you must:
 - a. establish and maintain:
 - (i) SmartREP Settlement Account(s) as required by the Other Terms and Conditions applying to the Payment Methods used by you; and
 - (ii) a SmartREP Billing Account,
into which payments made using the Service may be credited and from which Fees and charges and other amounts payable under the Agreement or in connection with the Service may be debited. You must not nominate a Statutory Trust Account as a SmartREP Billing Account; and

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b. maintain and have sufficient funds in those Nominated Account(s) for the payment of Fees, charges and other amounts.

4.4.2. You must only nominate an account as a Nominated Account(s) where you are permitted by law to use it for that purpose. We may from time to time impose additional restrictions on the types of accounts that can be nominated as a Nominated Account(s). We may require you to nominate an alternative account if a Nominated Account(s) does not meet the requirements of the Agreement or any additional restrictions we inform you of, or we otherwise reasonably believe it is appropriate to do so.

4.4.3. The Agreement does not affect the existing relationship we have with you regarding the operation of your Nominated Account(s). This includes, for example, our right to deduct fees, transaction costs and other amounts from your Nominated Account(s), and to vary the terms and conditions of the Nominated Account(s), under and in accordance with the applicable Other Terms and Conditions.

4.5. Intellectual Property Rights

We, our licensors, suppliers, or subcontractors remain the owner of all CBA Materials, including all Intellectual Property Rights in them. Except as expressly provided in the Agreement, you do not obtain any right, title, or interest in or to the CBA Materials.

4.6. Uploaded Materials

4.6.1. If you upload Material to the Agent Portal or arrange for us to display Material for you on the Agent Portal or Tenant Portal (all such Material being Uploaded Material), you grant us a non-exclusive, royalty free, non-transferrable, non-assignable (except with a permitted assignment of the Agreement under clause 8.5), licence (including a right of sublicense) during the term of the Agreement to use the Uploaded Material for the sole purpose of, and only to the extent necessary, to provide you with the Service, and a Tenant with the Tenant Portal.

4.6.2. You confirm that you have all necessary rights to grant us the licence contemplated in this clause 4.6, and that our use of the Uploaded Materials in accordance with that licence will not infringe the Intellectual Property Rights of any other person.

4.7. Licence to use CBA Materials

4.7.1. We grant you a non-exclusive, royalty free, non-transferrable, non-assignable (except with a permitted assignment of the Agreement under clause 8.5) licence during the term of the Agreement to use the CBA Materials provided to you for the sole purpose of, and only to the extent necessary, to access and use the Service in accordance with the terms of the Agreement (including the limitation on your licence rights set out in clause 4.3.2).

4.7.2. You may permit Users to access and use the CBA Materials in accordance with the terms of the Agreement. In all other respects, the licence to CBA Materials cannot be sub-licensed.

4.7.3. You must not use, modify, copy, develop, enhance, reproduce, distribute, transmit, perform, display, or otherwise deal with CBA Materials for any purpose other than to access and use the Service. You must not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the CBA Material.

4.8. Right to provide Customer Data

4.8.1. Subject to clause 4.8.2, you must ensure that you have all necessary rights, including having taken all steps required under applicable Privacy Laws:

- a. to provide Customer Data (including any Personal Information within the Customer Data) to us;
- b. for us, our licensors, suppliers or subcontractors to collect, use, disclose and otherwise handle that Customer Data for the purpose of providing you and your Users with access and use of the Service under the Agreement;

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- c. for us to disclose that Customer Data to MRI, for use by MRI subject to any terms it has agreed with you; and
 - d. for us to communicate with your Tenants in relation to the Service, and as otherwise described in the privacy collection notice at the start of these Terms and Conditions and our Group Privacy Statement.
- 4.8.2. Your obligation in clause 4.8.1 applies to the extent we rely on you to provide us Customer Data. For example, clause 4.8.1 will not apply if we collect Customer Data directly from that User or Tenant through their access and use of the Agent Portal or Tenant Portal (as applicable).
- 4.8.3. You must ensure your compliance with clause 4.8.1 without us needing to provide any additional notice or obtain any additional consents. The steps you must take include having systems and processes in place and updating your privacy policies, collection notices and any other applicable terms and conditions related to the access to and use of the Service, including those between you and your Personnel, Users and Tenants as required to allow Customer Data (including any Personal Information within the Customer Data) to be collected, used, disclosed, or otherwise handled by us, our licensors, suppliers or subcontractors in accordance with the Agreement.
- 4.8.4. Upon request, you must promptly provide us with evidence of your compliance with clause 4.8.1, including any information reasonably necessary for us to respond to any inquiry or complaint regarding our communications with Tenants in relation to the Service.

Part 5: Security

5.1. Security of Customer Systems and Security Identification

- 5.1.1. You must take all steps necessary to secure your Customer Systems and Security Identification.
- 5.1.2. At our request (acting reasonably), you must provide us with accurate information regarding your Customer Systems and Security Identification.
- 5.1.3. When an activity occurs using the Agent Portal using your Security Identification, we may assume that you authorised such activity, unless:
 - a. you notified us under clause 5.5 of any actual or suspected compromise of your Security Identification, and we have been given a reasonable opportunity to cancel that Security Identification and re-issue new Security Identification to you; or
 - b. improper use of your Security Identification is due to our fraud, negligence, or wilful misconduct.

5.2. Implementing security requirements and precautions

You must implement Minimum Security Requirements outlined in clause 5.3 to:

- a. prevent unauthorised persons gaining access to your Customer Systems, Security Identification or Nominated Account(s); and
- b. prevent the Service from being used for unauthorised transactions.

5.3. Minimum Security Requirements

You must implement the following minimum security requirements (each a **Minimum Security Requirement**):

- a. keep all Customer Systems and Security Identification secure at all times;
- b. never disclose any Security Identification to anyone, including a Bank representative or a person purporting to be a Bank representative for any purpose;
- c. ensure that only persons authorised by you can access your Customer Systems;
- d. ensure that the Service is only accessed directly through the Property Tree Software or the Agent Portal, and by entering the URL for them directly into a browser and not through a search link or any link sent by a third party, including a Bank representative or a person purporting to be a Bank representative for any purpose;
- e. other than to your organisation's verified IT support Personnel, never allow remote access, remote access software, remote desktop sharing or other tools which may enable a third party to view or access your Computer Systems, your Property Tree Account or the Agent Portal on any computer or other device;
- f. never save a Security Identification in a browser;
- g. use the most up to date appropriate anti-'spamming', anti-'key logging', anti-'virus' and anti-'phishing' software, as well as appropriate personal computer or network 'firewall' protection;
- h. ensure that you use the most up-to-date browsers and operating systems when accessing or using the Property Tree Software and the Agent Portal;
- i. ensure that all personal computers and other devices used to access and use the Property Tree Software and the Agent Portal are kept physically secure and in accordance with our instructions from time to time; and
- j. regularly monitor your:
 - (i) Nominated Account(s), Customer Systems and Security Identification; and
 - (ii) Users' access to and use of the Property Tree Software and the Agent Portal to confirm that all access and use of the Service, including the Agent Portal, is properly authorised by you.

5.4. Unauthorised disclosure

You must not disclose your Security Identification to a third party, including by:

- a. sharing any of your Security Identification with a third party (either verbally or in writing);
- b. entering any Security Identification into any website, app, or software other than the Property Tree Software or the Agent Portal;
- c. saving any Security Identification in a browser; or
- d. allowing a third-party remote access to your or a User's device used to access the Service (including by inadvertently downloading remote access software, remote desktop sharing or any other tool (e.g. AnyDesk)) which enables a third party to view any Security Identification.

5.5. Notifications to us

Without limiting any of your other obligations in this Part 5, you must immediately (and in any event no later than 24 hours) inform us by contacting your Relationship Manager or the Help Desk if you or a User suspect or become aware of:

- a. any actual or suspected loss, theft, misuse, misplacement, disclosure or compromise of your Customer Systems or Security Identification;
- b. any compromise or threatened compromise of the security or reliability of the Customer Systems or Security Identification;
- c. a disclosure of your Security Identification such as the disclosures described in clause 5.4;
- d. a change to your business details in connection with the Service;
- e. any unauthorised use of the Service;
- f. an actual or suspected breach of your obligations in this Part 5;
- g. a change to your or a User's personal or contact details or business details in connection with the Service;
- h. a User no longer having authority to access and use the Agent Portal;
- i. you no longer meeting the eligibility requirements for the Service as set out in clause 2.1;
- j. any changes to a Nominated Account(s); or
- k. you no longer owning or having authority to use a Nominated Account(s).

5.6. Failure to meet Minimum Security Requirements

If you fail to meet a Minimum Security Requirement, it is possible that unauthorised persons may send us instructions in relation to the Service, either from your Computer Systems or using your Security Identification. Without limiting clause 4.1(a), you are liable for Losses resulting from a failure to meet such Minimum Security Requirements, and for any Losses arising from your failure to notify us of any of the events listed in clause 5.5.

5.7. Provision of information and assistance

- 5.7.1. We will maintain adequate records in relation to the Agreement as required by Law.
- 5.7.2. You must maintain adequate records to evidence your compliance with the Agreement, including records to evidence that you are entitled to collect all amounts the subject of a Payment Agreement. You must maintain such records for at least 7 years from the end of the financial year in which they were created.
- 5.7.3. At our request, you must provide us with information and assistance relating to your use of the Service, including copies of the records referred to in clause 5.7.2, to allow us to respond to any Payment Claim or Tenant Complaints that are raised in relation to them. You must provide such information and assistance to us within the timeframe reasonably specified by us (**Relevant Time Period**).

Part 5: Security

5.7.4. If:

- a. we request that you provide records to us under clause 5.7.3;
- b. such records are stored in the Service; and
- c. you are unable to retrieve those records from the Service,

you must contact us promptly and within a reasonable period of time before the end of the Relevant Time Period advising us of your inability to retrieve those records in the Service.

5.8. Harmful Code

5.8.1. You must:

- a. not introduce or attempt to introduce, and not permit any other person (including a User) to introduce or attempt to introduce, any Harmful Code, or other harmful components into the Agent Portal or of our other computer systems when accessing or using the Service; and
- b. implement up-to-date virus and security software for your environment, including all Customer Systems.

5.8.2. If you become aware that you have, or a User has, introduced Harmful Code into the Agent Portal or our environment while accessing or using the Service, you must immediately notify us and provide all known details.

5.9. Transaction holds

For security reasons, including but not limited to protecting you or us from Losses resulting from payments or transfers to or from accounts we reasonably believe may be being used unlawfully, including fraudulently or as part of a possible scam or owned or controlled by a cryptocurrency or digital asset exchange, we may place a hold on funds transferred to or from your Nominated Account(s) in connection with the Service. The hold may apply for as long as we reasonably need to investigate the transaction. We will make reasonable attempts to contact you and resolve such matters.

Part 6: Liability

6.1. Tenants

While the Service provides a means for you to interact with Tenants in relation to Payment Agreements, we are not responsible for the acts or omissions of Tenants, including any failure to keep the Tenant Email Address up to date, any authorisation, failure to authorise or decline of any Payment Activity, failure of a Tenant to have sufficient funds to make a Payment or failure to initiate a Payment using their banking platform (as applicable), or any Payment Claim or Tenant Complaint (other than in relation to the Tenant Portal).

6.2. Property Tree Software and MRI

As described in clause 1.1, the Property Tree Software, and associated functionality, such as the receipting and reconciliation of your Payments, is provided by MRI. We are not responsible for providing the Property Tree Software to you, MRI is not a subcontractor of ours, and the Property Tree Software does not form part of the Service provided by us. Without limiting any rights or remedies you may have under Law, we are not liable to you for any Loss arising from your use or inability to use the Property Tree Software, or from errors arising from the Property Tree Software.

6.3. What you are liable for

You are liable for any Losses you suffer, that arise from us acting on information that we receive as described in clause 4.1(a).

6.4. Our liability under the Other Terms and Conditions

In addition to the terms of the Agreement, our liability in relation to a Payment is subject to any limitations or exclusions set out in the Other Terms and Conditions.

6.5. Consequential Loss

Subject to the Non-Excludable Provisions and to the maximum extent permitted by Law, neither party is liable for, and no measure of damages will, under any circumstances, include:

- a. special, indirect, consequential, incidental, or punitive damages; or
- b. damages for loss of profits, revenue, goodwill, anticipated savings or loss or corruption of data, whether in contract, tort (including without limitation in negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

6.6. Contribution

Each party's liability under the Agreement is reduced to the extent that the acts or omissions of the other party, or those of a third party other than a licensor, supplier, or subcontractor to that party, contributed to or caused the Loss.

6.7. Liability for Users

- 6.7.1. You must ensure that your Users are aware of, and comply with, the obligations that are imposed on you or those Users under the Agreement, including by providing each User with a copy of these Terms and Conditions. You will be liable for the acts and omissions of all Users in connection with the Agreement as fully as if they were your own acts and omissions.
- 6.7.2. Clause 4.1(a) applies to information we receive from MRI or via the Agent Portal. You agree that we can treat any other instruction given by you or a User in connection with the Service as being made with your authority. You are responsible for the accuracy of any such instruction. We do not have to verify your authority or the authority of a User unless you have otherwise told us to do so before such instruction is made.

6.8. Delays

- 6.8.1. Delays might occur in relation to Payment Activities or the processing of Payments, including if:
- a. incomplete or incorrect information has been provided to us;
 - b. the Tenant does not authorise a Payment Activity (where applicable), or does not do so within the required timeframe, or if the Tenant declines a Payment Activity;
 - c. the Tenant delays in resuming a Payment Agreement following suspension;
 - d. the Tenant incorrectly captures the CRN or Payment Agreement BPAY Biller Code details;
 - e. the Tenant Financial Institution delays in processing a Payment;
 - f. the Tenant Bank Account or your Nominated Account(s) is closed, or the details provided are incorrect;
 - g. you fail to comply with your obligations under the Agreement;
 - h. you exceed a Usage Limit; or
 - i. there are insufficient funds in the Tenant Bank Account to process a Payment, or the applicable limit being exceeded.
- 6.8.2. We will not be liable to you for any delay referred to in this clause 6.8 (except where the delay was due to our fraud, negligence or wilful misconduct or that of our licensors, suppliers or subcontractors).

6.9. Disruptions

- 6.9.1. The Service may from time to time be unavailable due to scheduled maintenance, system or software updates, upgrades or changes, and operational procedures.
- 6.9.2. While we take great care to ensure that our systems and processes are robust, you accept that disruptions to our processes may cause interruptions and faults to the Service, and we do not guarantee, represent, or warrant that your access to and use of them will be uninterrupted or fault-free. We will use all reasonable endeavours to overcome any faults or interruptions in the Service as quickly as possible.
- 6.9.3. Disruptions to the operations and systems of other entities (other than our licensors, suppliers, or subcontractors) may also delay the processing of a Payment Activity or Payment. We cannot control the operations and systems of other entities, and we are not liable to you for such delays or any other loss resulting from disruptions to the operations or systems of those other entities.
- 6.9.4. You are responsible for storing and making appropriate backups of Customer Data. We are not liable to you for any loss, corruption, or interception of data (including Customer Data) occurring outside of our computer systems (for example, where it occurs while such data is being sent over the internet).

6.10. Disclaimer of warranties and guarantees

- 6.10.1. To the maximum extent permitted by law, we exclude and disclaim any warranty, guarantee or assurance not expressly set out in the Agreement. Warranties implied or guarantees imposed by the Australian Securities and Investment Commission Act, the Australian Consumer Law, or other legislation may apply to the Agreement, or your access to or use of the Service (**Non-Excludable Provision**).
- 6.10.2. If we breach any Non-Excludable Provision, and we are able to limit your remedy for that breach, then to the extent permitted by the relevant Law, our liability shall be limited to:
- a. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
 - b. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

Part 7: Variations

7.1. Changes

- 7.1.1. At any time we can vary the Agreement, including to increase or introduce new fees, by giving you notice of the variation in accordance with clauses 7.2 and 8.9 of these Terms and Conditions.
- 7.1.2. You cannot amend, modify, or vary the Agreement unless you make a request in writing, and we accept it. To make such a request, please contact your Relationship Manager.

7.2. Notification of changes

- 7.2.1. If we vary the Agreement without your agreement, and we believe the variation is unfavourable to you, we will give you at least 30 days' prior notice. However, we may give you less than 30 days' prior notice, or no notice, of an unfavourable change if:
 - a. it is reasonable for us to manage a material and immediate risk; or
 - b. there is a change to, or introduction of, a government fee or charge that you pay directly, or indirectly, as part of the Service. In that case, we will tell you about the introduction or change reasonably promptly after the government notifies us (however, we do not have to tell you about it if the government publicises the introduction or change).
- 7.2.2. We will notify you of any other variations to the Agreement made without your agreement as soon as reasonably possible. What is reasonably possible will depend on the circumstances, however in most cases, this will be 30 days' notice or less.
- 7.2.3. If we vary the Agreement in a way that you don't approve of, you have the option to cease using the Service at any time, and may terminate the Agreement under clause 9.4. If you do not agree to any variation we make to the Fees (other than any variation that is made in respect of a government fee or charge that you pay directly, or indirectly, as part of the Service) and you elect to terminate this Agreement under clause 9.4 during the relevant notice period before the variation has taken effect, the varied Fees will not come into effect for you.

Part 8: General provisions

8.1. Customer representations and warranties

You represent and warrant on a continuing basis until the termination of the Agreement that:

- a. you have full power and authority to enter into, perform and observe your obligations under the Agreement;
- b. you have the power to own your assets and to carry on your business in the manner it is being conducted;
- c. the Agreement will not cause you to breach any contract to which you are a party;
- d. there are no actions, suits or proceedings pending or, to your knowledge, threatened against or affecting you or your Related Bodies Corporate from time to time, before any court or administrative body or arbitral tribunal that might have a material effect on the ability of you to perform your obligations under the Agreement;
- e. your obligations under the Agreement are valid and binding and enforceable in accordance with their terms;
- f. you have not breached and will not breach any Laws in entering the Agreement; and
- g. you will continue to comply with all applicable Laws.

8.2. Notification of breaches of representations and warranties

You must immediately notify us, by contacting your Relationship Manager, in writing if you become aware or suspect that any of the representations and warranties in clause 8.1 are false or have been breached.

8.3. Our Confidential Information

We may provide you with information about the Service which is by its nature confidential, designated by us as confidential, or which you ought reasonably to know in the circumstances is confidential, and which is not otherwise publicly known (**Our Confidential Information**). Our Confidential Information includes the Fees we agree with you. You may only use Our Confidential Information for the purpose of performing your obligations under the Agreement and to use the Service. You may only disclose Our Confidential Information to the extent required by law, or with our prior written consent. At our request, when no longer needed, you must return or destroy all of Our Confidential Information in your possession or control except for such copies that are required by law to retain.

8.4. Qualifying Events

A party will not be liable for any failure to perform its obligations under the Agreement (other than an obligation to pay money) where that performance is delayed, prevented, restricted, or interfered with due to a Qualifying Event. The affected party must:

- a. notify the other promptly of any delay referred to in this clause 8.4; and
- b. use its best efforts to minimise the effect of the Qualifying Event and resume performance in accordance with the Agreement as soon as possible.

8.5. Assignment

- 8.5.1. You must not assign, novate, or otherwise transfer your rights or responsibilities under the Agreement without our prior written consent.
- 8.5.2. We may at any time assign, novate or otherwise transfer all or part of the Agreement to a third party in connection with the sale of some or all of our business, or any member of the CBA Group, by providing written notice to you.

8.6. Waiving rights

No delay, neglect, or forbearance by either party in enforcing its rights or any provision of the Agreement against the other party is considered a waiver or in any way prejudices any right of either party, unless expressly stated in writing.

8.7. Severability

If any part of the Agreement is void, voidable or unenforceable then that part of the Agreement is severed from the Agreement and the remainder of the Agreement will continue to be enforceable.

8.8. Government duties, fees and charges

You must pay all government duties, taxes, fees, and charges which arise from the Agreement and the rights it gives you.

8.9. Notices

8.9.1. Where these Terms refer to the giving of a notice by us, we may send you a notice by:

- a. advertising in the national or local media;
- b. giving you written notice. This includes printed or electronic communications such as:
 - (i) sending an email to an email address you have provided us for contacting you;
 - (ii) sending an SMS to a mobile phone number you have provided us for contacting you;
 - (iii) sending an electronic message to any other electronic address you have provided us for contacting you; or
 - (iv) publishing the notice on our website, within the Agent Portal, or on another platform, and directing you to the notice, including by email to an email address you have provided us for contacting you or SMS to a mobile phone number you have provided us for contacting you;
- c. any other means that is permitted by law; or
- d. any other means we agree with you.

8.9.2. Where we send a notice by electronic means, you will be taken to have received that notice on the day that our notice enters the first external information system outside of our systems, such as the server of the relevant email address. A notice placed in the media will take effect on the day the advertisement appears in the media unless a later date is set out in the notice. All other notices are effective from the date set out in the relevant notice.

8.9.3. If we send a notice by email to an email address you have provided us for contacting you and we receive a bounce-back informing that the email could not be delivered (which does not include any out of office or similar holding response), we will make three attempts to contact you using other contact details you have provided us for use with the Service. However, provided we are in the process of doing or have done these things, we will still be regarded as having satisfied our obligation to provide any notice to you under these Terms and Conditions that is sent to the email address you have last given to us, and it remains your responsibility to keep your contact details up to date in accordance with clause 5.5(g).

8.9.4. Even if we normally provide notices using one of the methods provided above, we may occasionally send you a notice by another method described above instead – for example, if we are unable to provide the information via the first channel.

8.10. Consent

If you ask for our consent, we may provide our consent subject to reasonable conditions. At any time, in our absolute discretion, we may withdraw or change the conditions of the prior consent.

8.11. Other messages

- 8.11.1. You may receive SmartREP Messages via email or other messages in relation to the Service via the Agent Portal.
- 8.11.2. We may suspend the sending of such messages at any time where we reasonably believe it is in your or our interest to do so or if we cannot send them (such as technical faults beyond our control or maintenance).
- 8.11.3. We will endeavour to send messages as close as possible to the relevant time, but we are not liable if their transmission or receipt is delayed or prevented due to circumstances beyond our reasonable control.

8.12. Governing law

The Agreement is to be governed and construed in accordance with the law of the State of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

8.13. Banking Code of Practice

The relevant provisions of the Banking Code of Practice apply if you are an individual or 'small business' as defined in the Banking Code of Practice on the Australian Banking Association website.

8.14. ePayments Code

The ePayments Code does not apply to the Service or any other facilities that are designed primarily for use by a business and established primarily for business purposes. For the avoidance of any doubt, the Agreement will not be interpreted so as to treat the Service or any other facility designed primarily for use by a business and established primarily for business purposes as if the ePayments Code applies to it.

8.15. Entire agreement

- 8.15.1. Nothing in the Agreement limits any liability either party may have in connection with any representations or other communications (either oral or written) made prior to or during the term of the Agreement, where such liability cannot be excluded (including under the Australian Consumer Law).
- 8.15.2. Subject to clause 8.15.1, the Agreement states all of the express terms of the agreement between the parties in respect of its subject matter. To the extent permitted by applicable Laws, the Agreement supersedes all prior discussions, negotiations, understandings, and agreements in respect of its subject matter.

8.16. Electronic execution of documents

If you agree to enter into agreements electronically or to electronically sign documents, you agree that we can treat any electronically signed agreements or documents as having been properly signed by you.

8.17. Email forms

If we receive a form or document, which reasonably appears to us to have been properly completed, signed, and sent by you as an attachment to an email, it shall be deemed to be an original form and to have been sent and authorised by you. We may at our discretion (acting reasonably) refuse to accept any such form sent by email provided that we notify you of such refusal as soon as practical.

8.18. Relationship of parties

- 8.18.1. For the purposes of the Agreement, the parties are not and are not to be taken to be in a partnership, joint venture, or employment or fiduciary relationship in relation to the Service.
- 8.18.2. Nothing in the Agreement gives a party authority to bind any other party in any way.

8.19. Comply with Regulator directions

You must comply with any directions provided directly or indirectly by a Government Agency in relation to our operations, where that direction relates to you, and we notify you of it.

8.20. Public statements

If you publicly refer to your participation in the Service, you must ensure that you do not misrepresent the Service or the nature of your relationship with us, or use any of our logos or other branding without our prior written consent.

8.21. Subcontracting

- 8.21.1. We may subcontract or delegate the performance of any of our obligations under the Agreement to a third party appointed by us or our Related Bodies Corporate. We remain fully responsible for any subcontracted services and obligations and will be liable for the acts and omissions of our subcontractors as if they were our acts or omissions.
- 8.21.2. You must not permit any third party to access or use the Service, without our prior consent. You remain fully responsible for any access or use of the Service by a third party that is permitted by you and will be liable for the acts and omissions of any such third party as if they were your acts or omissions.

8.22. Data provided to subcontractors

In addition to our disclosure of Customer Data to subcontractors for the purposes of providing the Service:

- a. if you choose to manage Payment Agreements, Payments or any other payments through any portal that a subcontractor provides to you directly and that you choose to use; or
- b. if you cease using the Service, but choose to continue using an equivalent product that is enabled by a subcontractor (whether offered by that subcontractor or another financial institution),

we will provide Customer Data to that subcontractor for the purposes of that subcontractor providing services to you and your Tenants. If you engage with that subcontractor in the circumstances set out in clauses 8.22(a) or 8.22(b), we are not responsible for the subsequent use and disclosure of that Customer Data by that subcontractor, as that will occur under the terms of your agreement with them.

Part 9: Acceptable use, suspension and termination rights

9.1. Acceptable use

- 9.1.1. You (and each of your Users) may not access and use the Service to engage in conduct that:
- a. is unlawful, including conduct that may contravene any Law;
 - b. is fraudulent or malicious;
 - c. disrupts the normal operation of the Service, or any other systems operated by us, or our other business activities;
 - d. attempts to gain unauthorised access to the Service, undermine any security measures applied to them, or disrupt the integrity or performance of the Service;
 - e. uses the Service for the purposes of product evaluation, benchmarking or other comparative analysis intended for publication;
 - f. is high risk where the use or failure of the Service could lead to death, personal injury or damage to physical property;
 - g. impersonates any other person in accessing or using the Service;
 - h. interferes with any other person's access or use of the Service;
 - i. is offensive, defamatory, harassing or threatening to any person;
 - j. promotes or encourages physical or mental harm of any person;
 - k. may cause or result in financial abuse;
 - l. promotes violence against any person; or
 - m. threatens or promotes terrorism.
- 9.1.2. In the event that you or a User fail to comply with these requirements, we may without notice and immediately or at any time:
- a. refuse to process or complete any transaction or dealing of yours; and
 - b. suspend or discontinue your or a User's access to and use of the whole or part of the Service.
- 9.1.3. We are not liable to any party for any Loss arising from any decision not to process a Payment Activity based on this clause 9.1 other than where such Loss is caused by our fraud, negligence or wilful misconduct or that of our licensors, suppliers or subcontractors.
- 9.1.4. When we take any action under this clause, we will act fairly and reasonably towards you.

9.2. Suspension and termination of access rights

- 9.2.1. We may in our discretion suspend or terminate your access to and use of the whole or any part of the Service. When we do this, we will act fairly and reasonably towards you, including by:
- a. notifying you of such action, if appropriate to do so, and providing you with a general reason for such action, unless we reasonably believe that giving you a reason would:
 - (i) be adverse to, or comprise, our legitimate business interests (including managing any material risk); or
 - (ii) cause us to be in breach of any applicable Law; and
 - b. if applicable, notifying you of any action you are required to take for us to lift the suspension.
- 9.2.2. Our rights to do this include cancelling or suspending any access to or use of the Service (including access to or use of the Agent Portal for any User), declining or holding the processing of a transaction, Payment Activity, Payment Agreement or Payment, or suspending or cancelling a Payment Agreement or Payment.
- 9.2.3. The circumstances in which we may exercise such rights may include where:
- a. you or any User have not accessed and have not used the Service for six months and we suspend such access to safeguard your security, provided there are no active Payment Agreements (you may contact us within 18 months of the suspension to unsuspend a User's access);

Part 9: Acceptable use, suspension and termination rights

- b. in respect of a User, if we are unable to provide a notice or message to the User Email Address, after following the process described in clause 3.1.6;
- c. we think the Service, your Customer Systems, Security Identification, a Payment Agreement or Payment may be being used unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you or us to lose money;
- d. there is an actual or suspected breach of Laws applicable to you in connection with your access to or use of the Service;
- e. we think you have initiated a Payment Activity or Payment that relates to an account or type of account which we reasonably believe may be being used unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you, any User or us to lose money or suffer Loss;
- f. we reasonably consider that the risk of fraud or other Losses relating to your use of the Service is too high, including when taking into account the volume or nature of disputes (including Payment Claims and Tenant Complaints);
- g. we think you have initiated a Payment Activity or Payment that relates to an account or type of account which we reasonably believe may be owned or controlled by a cryptocurrency or digital asset exchange;
- h. we reasonably consider it necessary to comply with, for example our financial crimes policies, any Laws, regulatory requirements, or Payment Scheme Rules in Australia or overseas, the directions of any regulator or operator of a Payment Scheme, or to manage any risk or if your instructions are not clear;
- i. a Payment Activity, Payment Agreement or Payment relates to products or services that are illegal in Australia or elsewhere, or contain offensive material, including offensive messages;
- j. we reasonably believe that you or a User may be using, have used or plan to access and use the Service in a manner that may constitute financial abuse;
- k. a Payment Activity, Payment Agreement or Payment poses a risk to the function or integrity of information systems or data;
- l. your access to and use of the Service has been operated in a manner we reasonably consider is unsatisfactory or inconsistent with the Agreement;
- m. you do not provide us with any information we reasonably request;
- n. you fail to maintain minimum system requirements for your product or service;
- o. we reasonably believe that the security, integrity, availability, or reliability of the Service or our systems are compromised or threatened, including where caused by an excessive number of Payment Activities or Payments;
- p. we believe on reasonable grounds that you or a User may have accessed or used the Service in a manner which may cause any other person Loss or harm (for example, in a way which may cause financial abuse);
- q. a Usage Limit has been exceeded;
- r. the security of any of your Security Identification or your Customer Systems is compromised;
- s. any Payment Activities Payments or other information we receive from MRI or via the Agent Portal, that is authenticated (without fault on our part) as having been sent from you, your Users, or your or their Property Tree Software accounts, are corrupted, or at risk of having been altered without your approval;
- t. where a third party service we rely upon to provide any part of the Service or MRI has been suspended or terminated, or a third party provider requires the suspension or termination, through no fault of our own;
- u. you are no longer eligible to access the Service as set out clause 2.1;
- v. any of the Other Services have been suspended or terminated pursuant to the Other Terms and Conditions, other than due to your decision to discontinue a particular Payment Method;

Part 9: Acceptable use, suspension and termination rights

- w. you cease to maintain the required Nominated Account(s) or we reasonably believe that the Nominated Account(s) is:
 - (i) not owned or no longer owned by you; or
 - (ii) owned by an entity that we are not permitted to deal with; or
- x. we believe on reasonable grounds that you may be (or a User may be) a person, or acting for or conducting business with a person, or for the benefit of a person:
 - (i) with whom we are not permitted to deal with by Law or a Regulator; or
 - (ii) who may be in breach of any Laws relating to economic and trade sanctions, money laundering and terrorism financing, or who appears in a list of persons with whom dealings are proscribed by a Regulator in any jurisdiction.

9.2.4. If you or a User are travelling to a sanctioned jurisdiction, we may without notice suspend your access to or use of the Service while you are in that jurisdiction. Should we reasonably suspect you are, or a User is, residing in a sanctioned jurisdiction, we may without notice terminate your access to the Service. A list of sanctioned jurisdictions may be found at www.commbank.com.au/sanctionedcountries.

9.2.5. The rights in this clause 9.2 are in addition to all other rights we may have.

9.2.6. Subject to clause 9.3, we will use reasonable endeavours to reinstate your access to and use of the Service promptly after the reason for suspension or restriction has been resolved.

9.2.7. Except to the extent caused by our negligence, fraud, or wilful misconduct, or that of our Personnel, we will not be responsible for any Loss or other inconvenience you incur when we take any action under this clause.

9.2.8. Except to the extent caused by our negligence, fraud, or wilful misconduct in taking any such action, you must pay any Losses that we incur in relation to any such action.

9.3. Immediate termination

We can immediately terminate the Agreement either by notifying you in writing or by ceasing to provide access to and use of the Service if:

- a. an Insolvency Event occurs in relation to you;
- b. you fail to pay Fees when due and the overdue Fees are not paid within 20 Business Days from the date we notify you of the failure;
- c. your access to or use of the Service is suspended under clause 9.2 and such suspension continues for 20 Business Days or more, or it becomes apparent, in our reasonable opinion, that such a suspension will continue for 20 Business Days or more;
- d. you or a User otherwise breach the Agreement or we reasonably suspect that you or your Users have or will breach the Agreement, and those circumstances continue for 20 Business Days or more from the date we notify you of them; or
- e. MRI, or any licensor, supplier, or subcontractor that we rely on to provide any part of the Service, suffers an Insolvency Event, ceases to carry on business, or ceases to provide a good or service we rely on to perform our obligations under the Agreement for any reason (including due to termination of their agreement with us).

9.4. Termination for convenience

- a. You may terminate the Agreement by giving us not less than 21 days' notice in writing to your Relationship Manager, unless otherwise agreed.
- b. Unless clauses 9.2 or 9.3 apply, we may terminate this Agreement by giving you not less than 60 days' notice.

9.5. Effect of termination

9.5.1. On termination of the Agreement:

- a. unless agreed otherwise between us, you and your Users must immediately cease accessing and using the Service, and CBA Materials, and we will no longer be obliged to accept or process Payment Activities or Payments for you, from the Termination Date;
- b. if there are any active Payment Agreements and Payments on the day prior to the Termination Date, you:
 - (i) must ensure that all these active Payment Agreements and Payments are cancelled on the Termination Date, where you have sufficient access to do so;
 - (ii) authorise us to cancel any active Payment Agreements and Payments on the Termination Date; and
 - (iii) may need to make arrangements with those Tenants to make any future payments arising under the Leases outside of the Service;
- c. both parties must continue to comply with their obligations in relation to Payments or other transactions initiated prior to the Termination Date, including in relation to Payment Claims or investigations relating to those Payments;
- d. any Payment Activities initiated prior to termination of the Agreement will be processed in accordance with the Agreement, and notifications related to these transactions will be viewable in the Property Tree Software;
- e. we will cancel your Payment Agreement BPAY Biller Code, where you have chosen BPAY as a Payment Method;
- f. unless we inform you otherwise, you may continue to retain and use your BECS User ID, where you have chosen Direct Debit as a Payment Method;
- g. you must continue to maintain and keep sufficient funds in the Nominated Account(s) for a further period of six months following the Termination Date;
- h. we will be entitled to continue to debit the Nominated Account(s) or invoice you for any Fees, charges, payments or other amounts owed which have not been paid or invoiced prior to the Termination Date;
- i. you and any User must permanently delete and destroy any CBA Material held or controlled by you or a User; and
- j. you must continue to pay us any amounts that are or become payable to us under the Agreement in relation to your use of the Service prior to the Termination Date.

9.5.2. Termination will not:

- a. relieve either party of their obligations incurred prior to the Termination Date; or
- b. affect your right or our right to take action for breaches that occurred before the Termination Date, or any accrued rights or remedies of either party, which will survive the termination of the Agreement.

9.5.3. This clause 9.5, and clauses 4.8, 5.4, 5.5, 5.8, Part 6, Part 7 and Part 8, survive termination of the Agreement, together with any other provision which by its nature is intended to survive termination.

9.6. Effect of termination on Tenant Portal access

Where the Agreement is terminated, a Tenant may still have access to the Tenant Portal.

Part 10: What if I have a complaint or need help?

10.1. Complaints

10.1.1. If you have a complaint, please contact your Relationship Manager and explain the problem.

10.1.2. Our staff will review the situation and, if possible, resolve it immediately. If the matter has not been resolved to your satisfaction, please contact our Customer Relations team by:

Visiting our Commonwealth Bank website or
www.commbank.com.au/support/compliments-and-complaints.html

by telephone: **1800 805 605**

by facsimile: **1800 028 542**

or by writing to:

Customer Relations
Commonwealth Bank
Reply Paid 41
Sydney NSW 2001

10.1.3. If a matter has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Visit the AFCA website www.afca.org.au

Email AFCA at info@afca.org.au

Telephone: **1800 931 678**

In writing to: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

10.2. Help

10.2.1. If you need any help using the Service, please contact your Relationship Manager or the Help Desk.

10.2.2. However, if you suspect your Service has been compromised, please contact 131 998 (General Business Banking) or 132 339 (CommBiz) 24 hours a day, 7 days a week.

Part 11: Cut-off times

11.1. When Payments are initiated

| Payment type | Payment initiation times |
|-------------------------|---|
| Payments – Direct Debit | <p>All Payments that are due to be initiated:</p> <ul style="list-style-type: none">• before 5.00pm Sydney time on a Business Day will be initiated on the same Business Day• after 5.00pm Sydney time on a Business Day will be initiated on the next Business Day <p>Note: Funds received into your Nominated Account(s) can normally take up to 3 Business Days to clear.</p> |
| Payments – BPAY | <p>Payments using BPAY are initiated by the Tenant, and therefore this is not within our control. A BPAY Payment will be treated as having been received in accordance with the BPAY Biller Agreement.</p> |

Part 12: Fees and charges

12.1. Paying Fees

- 12.1.1. You agree to pay to us the Fees specified in the Smart Real Estate Payments Fee Schedule for your use of the Service.
- 12.1.2. The Fees:
- a. will be charged as set out in the Smart Real Estate Payments Fee Schedule;
 - b. are calculated monthly in arrears each calendar month in accordance with the monthly billing cycle; and
 - c. for the previous month will be debited in the following month from your SmartREP Billing Account or, if there are insufficient funds available, another account that you hold with us (other than a SmartREP Settlement Account).
- 12.1.3. You will be provided with a monthly activity statement which sets out the fees charged for your use of the Service monthly in arrears. This activity statement is not your transaction account statement.
- 12.1.4. You authorise us to debit your SmartREP Billing Account or any other account that you hold with us (other than a SmartREP Settlement Account) with the Fees set out in the Smart Real Estate Payments Fee Schedule.
- 12.1.5. Information on the Fees payable is available on request.
- 12.1.6. Where the Smart Real Estate Payments Fee Schedule contains fees and charges that expressly apply to a particular Other Service (such as Direct Debit or BPAY), it will replace any other fee schedule that we have provided to you for that Other Service, but only when that Other Service is used in conjunction with the Services. In all other cases, the Smart Real Estate Payments Fee Schedule does not impact the fees and charges that apply in relation to any Other Service, and such fees and charges will continue to apply in accordance with the Other Terms and Conditions.
- 12.1.7. In addition, you may be required to pay fees and charges to MRI as the provider of the Property Tree Software, which are charged by MRI separately.

12.2. GST

- 12.2.1. Capitalised terms that are used in this clause 12.2 that are not otherwise defined in the Agreement have the meaning given in the GST Law.
- 12.2.2. Unless otherwise stated, all amounts payable, or consideration to be provided under or in connection with the Agreement, are exclusive of GST.
- 12.2.3. If GST is or becomes payable on a Supply made under or in connection with the Agreement, an additional amount (**Additional Amount**) is payable by the party providing Consideration for the Supply (in this clause 12.2 only, the **Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (in this clause 12.2 only, the **Supplier**) in accordance with the GST Law.
- 12.2.4. The Additional Amount is payable at the same time and in the same manner as the Consideration for the Supply, and the Supplier must provide the Recipient with a Tax Invoice immediately after the time of payment of the Additional Amount if a Tax Invoice has not already been provided under the Agreement.
- 12.2.5. A party making a Supply under the Agreement must provide a Tax Invoice, Adjustment Note or other required form to the Recipient of the Supply as required by the GST Law.
- 12.2.6. If for any reason (including the occurrence of an Adjustment Event) the amount of GST payable on a Supply (taking into account, any Decreasing, or Increasing Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient:
- a. the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;

Part 12: Fees and charges

- b. the refund, credit, or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and
- c. the Supplier must notify the Recipient of the refund, credit, or further amount within 10 Business Days after becoming aware of the variation to the amount of GST payable. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 10 Business Days after becoming aware of the occurrence of the Adjustment Event.

12.2.7. If either party is entitled under the Agreement to be paid, reimbursed or indemnified by the other party for a Loss, the payment, reimbursement or indemnity payment will be reduced by an amount equal to any Input Tax Credit which may be claimed by the party entitled to be paid, reimbursed or indemnified (or by its Representative Member if that party is in a GST Group) in respect of that loss, cost or expense.

Part 13: Meaning of words

13.1. Definitions

ABN

Australian Business Number.

ACN

Australian Company Number.

Agent Portal

The web portal referred to in Section 1 of the table in clause 2.2.

Agent Portal Terms and Conditions

The terms and conditions governing your and an authorised User's access to and use of the Agent Portal.

Agreement

The agreement comprising those documents referred to in clause 1.2.1.

AusPayNet

The Australian Payments Network Limited ABN 12 055 136 519.

Australian Consumer Law

Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent state or territory legislation.

Bank, our, ours, us, we

Commonwealth Bank of Australia ABN 48 123 123 124.

BECS

The framework of systems and procedures known as the Bulk Electronic Clearing System Framework that co-ordinates and facilitates the exchange and settlement of Direct Debit payment instructions and bulk electronic transactions.

BECS Procedures

The current procedures known as the Bulk Electronic Clearing System Framework procedures and regulations adopted by AusPayNet which governs your use of the Direct Debit Facility, as amended from time to time.

BECS User ID

A unique six-digit number which identifies individuals and companies approved by financial institutions to use the Direct Entry system. This number is commonly referred to as an 'APCA ID' and is issued by financial institutions.

Biller

You as a participant of BPAY who is receiving Payments via BPAY as part of the Service.

BPAY

The electronic payment service promoted by BPAY Pty Ltd ABN 69 079 137 518 which allows you as a Biller to receive BPAY payments from your customers.

BPAY Adjustment

Has the same meaning as "Adjustments" in the BPAY Biller Agreement.

BPAY Biller Agreement

The document titled "BPAY Biller Agreement" provided to you with the document signed by you to establish your participation as a Biller in BPAY, including any terms and conditions contained in that document.

BPAY Biller Code

A unique identifier that you receive upon registration with BPAY to use BPAY payments services.

Business Customer

An entity or individual that carries on operations wholly or predominantly for a trading or commercial purpose.

Part 13: Meaning of words

Business Day

A day other than a Saturday or Sunday or a public holiday or bank holiday at the place where an act is to be done or may be done.

Business Transaction & Savings Account Terms and Conditions

The terms and conditions set out in the Bank's document titled "CommBank Business Transaction & Savings Accounts Terms and Conditions", as amended from time to time in accordance with those terms and conditions.

CBA Group

The Bank, our Related Bodies Corporate, any entity that is Controlled by Controls or is under common Control with us, any joint venture in which we or our Related Bodies Corporate owns 50% or more of the relevant ownership interest, and any other entity nominated by us from time to time in which we or our Related Bodies Corporate have an equity, business or other right or interest.

CBA Materials

Any Material that is provided by us to you under the Agreement, including:

- the Agent Portal;
- the Documentation;
- any other documentation, methodologies, tools, records, procedures, processes, software, or other materials created, developed, or modified by us or our Related Bodies Corporate or our licensors, suppliers, or subcontractors in connection with the Service; and
- logos, designs, trademarks, service marks, names and symbols associated with the Service,

excluding Customer Data.

CommBiz Service

The Bank's online banking service provided to Business Customers to enable them to manage their business banking needs.

CommBiz Terms and Conditions

The "CommBiz Terms and Conditions" governing the CommBiz Service, as amended from time to time in accordance with those terms and conditions.

Control

The legal, beneficial, or equitable ownership, directly or indirectly, of 50% or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights or the possession, directly or indirectly of the power to direct or cause the direction of the management and policies of such entity, by contract or otherwise. **Controlled** has a corresponding meaning.

Corporations Act

The *Corporations Act 2001* (Cth).

CRN

A unique BPAY customer reference number which is presented to a Tenant, together with your Payment Agreement BPAY Biller Code, if BPAY is selected as the Payment Method by the Tenant in the Tenant Portal in relation to your Payment Agreement.

Customer Data

Any data or information, which may include Personal Information, which we receive in connection with the Service, which may include data or information, including Personal Information, relating to a Tenant, User, or other tenants under a Lease.

Customer Systems

The computer hardware, software, data, data storage, and network or other connections that you and your Users use to access and use the Service, including the Agent Portal, or the Property Tree Software.

Part 13: Meaning of words

DDR

The electronic form "Direct Debit Request" completed and accepted by a Tenant in the Tenant Portal for the Tenant to authorise and request Payments to be debited from their Tenant Bank Account, subject to the terms of the DDRSA and BECS Procedures.

DDRSA

The agreement known as the "DDR Service Agreement" or the "Direct Debit Request Service Agreement" between you and the Tenant that outlines the terms of the Direct Debit arrangement for the debiting of Payments in accordance with the DDR, which is presented to the Tenant through the Tenant Portal.

Debit User

Has the same meaning given to this term in the Receivables Terms and Conditions.

Direct Debit

A receivables payment option that allows Business Customers (i.e. you as the Real Estate Agent) to receive payments from accounts held at Australian financial institutions by direct debit (as Debit Users) and allows the Tenants to give authority for Debit Users to debit the Tenant's Bank Account through the Direct Entry system using BECS, subject to the BECS Procedures.

Direct Debit Authority

An authority provided to authorise a Direct Debit arrangement under BECS framework, comprising:

- a DDR; and
- a DDRSA,

which are linked to a Payment Agreement or Payment.

Direct Debit Facility

The facility established by us to provide you with a BECS User ID and capability to initiate Direct Debit payments.

Direct Debit Limit

A processing limit determined by us and communicated to you at the establishment of your Direct Debit Facility, which defines the total amount of Direct Debit transactions by value and frequency that can be processed by you.

Direct Debit Terms

The terms set out in:

- the Receivables Terms and Conditions;
- the Direct Debit User Terms and Conditions; and
- any fee schedule relating to your Direct Debit Facility.

Direct Debit User Terms and Conditions

The terms set out in the "Terms and Conditions", or "Direct Debit Terms and Conditions" section of the relevant establishment form signed by you to establish your Direct Debit Facility.

Direct Entry

A payment service that enables the transfer of funds between Australian bank accounts. Direct Entry is used for payments such as internet banking transactions and Direct Debit instructions.

Documentation

Any documentation, user guides, FAQs or the like that we provide to you from time to time in connection with the Service.

Fees

The fees and charges payable by you in connection with your use of the Service, as set out in the Smart Real Estate Payments Fee Schedule.

Part 13: Meaning of words

Government Agency

A government or government department or other body, a governmental, semi-governmental, administrative, fiscal, or judicial person, body, department, commission, authority, tribunal, agency, or entity, including a statutory corporation or a person (whether autonomous or not) who is charged with the administration of a Law, and includes any Regulator.

Grace Period

A feature which may be enabled by you to allow the Tenant to make a Recovery Payment within a nominated period after the failure of a Rental Payment before any debit retry is attempted.

GST Law

A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Harmful Code

Any virus, trojan horse, worm, spyware, backdoor, trapdoor, wabbit or rabbit, rootkit, logic bomb, bacteria, other malware or executable code embodied in any file, program or program code designed to be harmful, destructive, or disruptive, or to cause malfunctions, errors, denial of service, unauthorised access to, or disclosure, destruction, alteration or corruption of data; or other disabling code which would have the effect of disrupting, impairing, disabling or otherwise adversely affecting, shutting down or denying access to any part of the relevant software or system.

Held for Tenancy Payment

A type of Other Payment which is made to you by the Tenant for you to hold in trust on the Tenant's behalf and to be applied to future payments that may arise under the Lease.

Help Desk

Our call centre which is available by calling 1800 131 856 during the hours 9am to 5pm (AEST/AEDT) on a Business Day.

Insolvency Event

An event where any of the following has occurred in relation to a person:

- an application is made to a court for an order appointing a liquidator or provisional liquidator to that person or its business, or one of them is appointed, whether or not under an order;
- an application is made to a court for an order, or an order is made, that the person or its business be wound up;
- that person enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium, or other administration (other than a solvent reconstruction) involving any of them;
- that person resolves to wind itself up or otherwise dissolve, or gives notice of an intention to do so;
- that person is unable to pay its debts when they fall due;
- as a result of the operation of section 459F(1) of the Corporations Act or any corresponding legislation, that person is taken to have failed to comply with a statutory demand;
- that person makes a statement from which it may be reasonably deduced that it is subject to an event described in section 459C(2)(b) or section 585 of the Corporations Act or any corresponding legislation;
- that person takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to that person;
- to the extent not otherwise provided for above, that person goes into external administration within the meaning of the *Payment Systems and Netting Act 1998 (Cth)*; or
- anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Intellectual Property Rights

Any and all intellectual and industrial property rights anywhere in the world (including present and future intellectual property rights) including rights in respect of or in connection with:

- confidential information, trade secrets, know-how or any right to have information kept confidential;

Part 13: Meaning of words

- copyright (including future copyright and rights in the nature of or analogous to copyright) or designs;
- inventions, innovations, or discoveries, including any patent applications or patents;
- trademarks, service marks and other related marks;
- database rights; and
- all associated goodwill,

whether or not registered or registrable together with any application or right to apply for registration of those rights and includes all renewals and extensions.

Landlord

The owner (or owners) of the property on whose behalf you are managing under a Lease as agent.

Law

Includes any statute, regulation, proclamation, ordinance or by-law in Australia or any other jurisdiction where such statute, regulation, proclamation, ordinance or by-law relates to economic and trade sanctions, money laundering or terrorism financing and any law, regulation, authorisation, ruling, judgment, order or decree of any Regulator, including but not limited to the Australian Consumer Law, Corporations Law and Privacy Law, and where applicable, the Payment Scheme Rules (which, in the case of Laws you are required to comply with, is limited to the Payment Scheme Rules we advise you of from time to time), and any other regulatory requirements.

Lease

The relevant lease agreement for a Residential Tenancy that governs a Tenant's lease of a property managed by you on behalf of a Landlord.

Loss

Any losses, liabilities, damages, costs, charges, or expenses (including reasonable lawyers' fees and expenses), and fines and penalties, however arising. **Losses** has a corresponding meaning.

Material

Any form of material, including software, documents, reports, data, information, logos, designs, trademarks, service marks, names, and symbols.

Minimum Security Requirement

A security requirement listed in clause 5.3.

MRI

Management Reports International Pty Ltd ABN 88 078 230 387.

Nominated Account(s)

The:

- SmartREP Settlement Account(s); and
- SmartREP Billing Account.

Non-Excludable Provision

Has the meaning given in clause 6.10.

Other Payment

A payment other than a Rental Payment which is to be made on a one-off or ongoing basis (such as the first rental payment made in advance, invoices and fee reimbursements, bond payments and payments to address arrears), that is to be or has been paid (as applicable) by the Tenant in accordance with a valid and active Payment Agreement. Other Payments do not include Rental Payments.

Other Services

Has the meaning given in clause 1.2.1.

Other Terms and Conditions

Has the meaning given in clause 1.2.1.

Part 13: Meaning of words

Payment

Any Rental Payment or Other Payment.

Payment Activity

An activity initiated by you in relation to an existing or prospective Payment Agreement or Payment, including:

- an initiation of the Payment Agreement or Other Payment;
- an amendment of the Payment Agreement or Other Payment; or
- a cancellation of the Payment Agreement, Other Payment, or other activity referred to in this definition.

Payment Agreement

An agreement that you send to a Tenant for their approval or that a Tenant has approved (as applicable) containing terms for you to receive payments (such as Rental Payments and Other Payments) from Tenants under a Lease. For clarity, a Payment Agreement sets out how such Payments will be received using the Service and does not alter any obligations you have under the Lease, and to the extent of any inconsistency between them, the Lease will prevail. A Payment Agreement as referred to in these Terms and Conditions is different to the 'payment agreements' that may be established in relation to any PayTo® service.

PayTo® is a registered trademark of NPP Australia Limited.

Payment Agreement BPAY Biller Code

A BPAY Biller Code that is only intended for use in relation to Payment Agreements where the Tenant has chosen to make Payments using BPAY.

Payment Claim

Any Tenant Claim or BPAY Adjustment.

Payment Date

The date that a Payment will be made.

Payment Method

Any of the following payment methods you have accepted in connection with the Service to enable you to receive a Payment, or a Tenant has selected to use to make a Payment (as applicable):

- Direct Debit; and
- BPAY.

Payment Method Requirements

Any specific requirements that apply to a particular Payment Method, as set out in Schedule 2.

Payment Scheme

Any network, system or scheme which facilitates the clearing or settling of payments and which is subject to common rules, regulations, procedures or the like applying to each member or participant, including but not limited to credit and charge card schemes, Australian domestic payment schemes such as eftpos, BECS, BPAY and the New Payment Platform, and any settlement system operated by the Reserve Bank of Australia such as the Reserve Bank Information and Transfer System (RITS).

Payment Scheme Rule

Any rule, regulation, procedure, or the like of any Payment Scheme.

Personal Information

'Personal information' as defined in the Privacy Act and any other information that is regulated by, or under, any other Privacy Law.

Personnel

The directors, officers, employees, contractors (including subcontractors) and agents of a person or any of its Related Bodies Corporate but in the case of:

- us, excludes you; and
- you, excludes us.

Part 13: Meaning of words

Property Tree Software

The business management software known as “Property Tree” which is provided in Australia by MRI.

Privacy Act

The *Privacy Act 1988* (Cth).

Privacy Law

The Privacy Act (including the Australian Privacy Principles), and any other Law, or binding orders or directions made by a Regulator, relating to privacy, data protection or the handling of Personal Information.

Qualifying Event

Any:

- act of God;
- war (declared or undeclared) or other state of armed hostilities, insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law), martial law, revolution, or blockade;
- strikes, lock outs or other industrial disturbances, restraints of labour (whether or not involving employees of the affected party);
- cyclones, tidal waves, landslides, lightning, earthquakes, floods, storms, and adverse weather conditions;
- sabotage, fire, explosions, breakage or accident to machinery, lines, or pipes;
- inability to obtain, or delay in obtaining equipment, materials, or transport;
- expropriation, restraint, prohibition or other frustrating or restraining act or occurrence directed at or affecting a party and prohibiting or restraining the conduct of that party effected by Act of Parliament, legally enforceable order of any Government Agency, or court of competent jurisdiction whether local, State, Federal or in any other jurisdiction;
- pandemic or epidemic, including COVID-19, and its consequences including those relating to work stoppages, mandatory business, service or workplace closures or restrictions, full or partial lockdowns of affected areas, quarantines, border closures and travel restrictions, whether coming into effect before or after the commencement of the Agreement;
- failure or disruption of any process or computer hardware or software (including any third party software) beyond that party’s reasonable control; or
- other cause that is not in the control of or could not be attributed either directly or indirectly to, the affected party.

Real Estate Agent

An entity or person licensed, registered, or authorised as a real estate agent, property agent or similar agent in each State and Territory in which they operate to manage a leased property on behalf of a Landlord.

Receivables Terms and Conditions

The terms and conditions set out in the Bank’s document titled “Receivables Terms and Conditions”, including the “Debit User Agreement” and any schedules and appendices, as amended from time to time in accordance with those terms and conditions.

Recovery Payment

A payment by the Tenant through the Service to account for any failed or missed Payment, using the original or a changed Payment Method.

Regulator

Any one or more of the Australian Prudential Regulatory Authority, the Australian Securities and Investments Commission, the Office of the Australian Information Commissioner, the Australian Transaction Reports and Analysis Centre, a Payment Scheme operator, AusPayNet and any other regulator, government, regulatory or sanctions authority in any jurisdiction which regulates or has supervisory authority over any part of your or our business or affairs.

Related Body Corporate

Has the meaning given in section 50 of the Corporations Act.

Part 13: Meaning of words

Relationship Manager

A banker employed by the Bank who is your personal contact and manages your banking relationship with the Bank.

Relevant Time Period

Has the meaning given in clause 5.7.3.

Rental Payment

A payment for rent that is intended to recur periodically, that is to be or has been received (as applicable) from a Tenant against a valid and active Payment Agreement. Rental Payments do not include Other Payments which are made on an as-needed basis.

Residential Tenancy

Any tenancy governed by a lease that is a "residential tenancy agreement" under the residential tenancy law of the State or Territory in which the lease exists (or, in respect of a lease in Victoria, that is a "residential rental agreement", or in respect of a lease in the Northern Territory, that is a "tenancy agreement").

Security Identification

All logon identity, one-time passcode, and any other account access details, to enable you to access and use the Service, including the Agent Portal.

Service

The Smart Real Estate Payments Service enabling you to create and manage Payment Agreements, including the Agent Portal. It also facilitates the receipting and reconciliation of your Payments in the Property Tree Software provided by MRI.

Smart Real Estate Payments Establishment Form

A form completed and signed by you for you to be granted access to and use the Service, which has been accepted by us.

Smart Real Estate Payments Fee Schedule

A schedule provided by us setting out the fees and charges payable by you in relation to the Service.

Smart Real Estate Payments Maintenance Form

A form which may be completed by you, requesting certain changes as to how you access or use the Service, and which has been submitted to us for acceptance.

SmartREP Billing Account

The account held with us and nominated by you in the manner specified by us to be the account from which any Fees, charges and other amounts payable under this agreement or in connection with the Smart Real Estate Payments Service may be debited.

SmartREP Message

Has the meaning given in Section 1 of the table in clause 2.2.

SmartREP Settlement Account(s)

The Statutory Trust Account(s) held with us and nominated by you in the manner specified by us to be the account(s) used for the settlement of Payments using the applicable Payment Method (and which account(s) may also be debited by us as provided for in the Agreement).

Statutory Trust Account

A bank account called 'Statutory Trust Account' as referred to in the Business Transaction & Savings Account Terms and Conditions and held by you in connection with the Service.

Tenant

An entity or individual that leases, or entities or individuals that lease, under a Residential Tenancy, a property owned by a Landlord and managed by you as the Real Estate Agent.

Tenant Bank Account

A bank account held by the Tenant with the Tenant Financial Institution in Australia for the making of Payments.

Part 13: Meaning of words

Tenant Claim

A claim made by the Tenant or a Tenant Financial Institution for a mistaken, incorrect, unauthorised, or fraudulent Payment in connection with a Direct Debit Authority received by you in your Nominated Account(s).

Tenant Complaint

A complaint made by the Tenant or the Tenant Financial Institution to you or to us in connection with a Payment Agreement, Payment or the Tenant Portal.

Tenant Email Address

An email address for the Tenant, provided by you to us as the Tenant's contact method for the purposes of the Tenant Portal, as updated from time to time in accordance with these Terms.

Tenant Financial Institution

The financial institution where the Tenant's Bank Account for the making of Payments is held, and which offers the applicable Payment Method to the Tenant.

Tenant Portal

The portal provided to Tenants as set out in Section 2 of the table in clause 2.2.

Tenant Portal Terms and Conditions

The terms and conditions governing the Tenants' access to and use of the Tenant Portal.

Termination Date

The date on which the Agreement is terminated.

Terms and Conditions

These Smart Real Estate Payments Terms and Conditions, including any schedules.

Usage Limit

Any limits that we may impose in relation to the Service in accordance with clause 4.3.2.

User

You and any of your Personnel who have been given authority by you to access or use the Service, which may include the Agent Portal.

User Email Address

An email address for the User, provided by you to us as the User's contact method for the purposes of the Agent Portal and the Services, as updated from time to time in accordance with these Terms.

You, your, yours

The Real Estate Agent customer who completed the Smart Real Estate Payments Establishment Form, and that Real Estate Agent's executors, permitted assigns and any agent appointed by that Real Estate Agent from time to time.

13.2. Interpretation

In these Terms and Conditions:

- a. words imparting any gender include each other gender;
- b. a reference to a clause is a reference to a clause in these Terms and Conditions;
- c. the word person includes a firm, a body corporate, an unincorporated association, or partnership;
- d. the singular includes the plural and vice versa;
- e. where one or more persons are parties to the Terms and Conditions, the expression "you", "your", "yours" shall include each or any of them and each person shall be bound jointly and severally by the Agreement; and
- f. headings are inserted for the sake of convenience of reference only and do not affect the interpretation of these Terms and Conditions.

Schedule 1 – Application and modification of certain provisions of the Other Terms and Conditions

As noted in clause 1.2.2, certain provisions of the Other Terms and Conditions may apply in a different manner or may be modified when you use the Service. We have identified relevant provisions and explained how this works, in the tables below.

Direct Debit

If you accept Direct Debit as a Payment Method for the Service, certain provisions of the Direct Debit Terms specified in the “Provision” column will be applied or modified as described in both the “Summary” and “How the provision will apply or be modified when you use Direct Debit using the Service” (**Column 3**) columns in the table below.

| Summary | Provision | How the provision will apply or be modified when you use Direct Debit with the Service |
|---|--|--|
| Your obligations under the relevant provision will be satisfied where you use the Service, as described in Column 3 | Receivables Terms and Conditions, Schedule 1, clause 4(b) (Your obligations) and Appendix A (Direct Debit Request and Direct Debit Request Service Agreement – Minimum Requirements) | Your obligations in these provisions will be met when you create Payment Agreements and initiate Payments under those Payment Agreements using the Service, in accordance with these Terms and Conditions. |
| | Receivables Terms and Conditions, Schedule 1, clauses 4(i) (Your obligations) and 5(i) (Obtaining Electronic (Online) or Telephone DDRs) | Your obligations to capture and maintain records of the matters required under these provisions will be met, where you capture and maintain (as applicable) these records using the Service. Note: If your use of the Service terminates, you must maintain these records separately from the Service in accordance with the requirements of the Other Terms and Conditions. |
| | Clauses 5(a), (c), (e), (g), (h), (j) ((Obtaining Electronic (Online) or Telephone DDRs)) and Appendix B (Electronic Direct Debit Request and Direct Debit Request Service Agreement Minimum Requirements), Schedule 1, Receivables Terms and Conditions | Your obligations in these provisions will be met when you initiate and create a Payment Agreement using the Service, in accordance with these Terms and Conditions. |
| | Clause 5.2(a)(1), Direct Debit User Terms and Conditions | |
| | Clause 5.5(a) (Your obligations), Direct Debit User Terms and Conditions | Your obligation to promptly process direct debit files will be met by the Service where those direct debit files are generated under any Payment Agreement created using the Service. |

| Summary | Provision | How the provision will apply or be modified when you use Direct Debit with the Service |
|--|--|--|
| <p>Our approval will be taken to be given under the relevant provision, if we are supplying the matter requiring approval as part of the Service</p> | <p>Any provision requiring our approval of a matter, where you use the Service in respect of that matter, including:</p> <p>Clause 4(e)(3) (Your obligations), Receivables Terms and Conditions</p> <p>Clauses 4(b), (i), (o) (Your obligations), 5(a), (b), (f), (h), (i) (Obtaining Electronic (Online) or Telephone DDRs), 8 definition of DDR Service Agreement (Definitions), Schedule 1, and Appendix A (7) and (14), Receivables Terms and Conditions</p> <p>Clause 5.2(a), (b), (c) (Your obligations), Direct Debit User Terms and Conditions</p> | <p>Matters requiring our approval in these provisions will be taken to be given by us where you use the Service in respect of that matter. For example, we approve of:</p> <ul style="list-style-type: none"> • the Service as a manner in which you may store original records of each Payment (clause 4(e)(3) of the Receivables Terms and Conditions and clause 5.2(c) of the Direct Debit User Terms and Conditions); • the DDR and DDRSA forms generated by the Service (clause 4(b), and the definition of ‘DDR Service Agreement’ in clause 8 of Schedule 1 of the Receivables Terms and Conditions and clause 5.2(a) of the Direct Debit User Terms and Conditions); • the Service as a method for obtaining the Customer’s approval of the information communicated to them (clause 5(a) and (b), Schedule 1 of the Receivables Terms and Conditions); • the Service as a format of capturing information electronically (clause 5(i), Schedule 1 of the Receivables Terms and Conditions); • the Service as a manner of maintaining reliable records of the matters in clause 4(i) of Schedule 1 of the Receivables Terms and Conditions; • the Service as an electronic means to obtain DDRs and enter into DDRSAs for the purposes of clause 4(o) of Schedule 1 of the Receivables Terms and Conditions and clause 5.2(b) of the Direct Debit User Terms and Conditions; • the online screens and DDRSAs in the Service, for the purposes of clause 5(f) of Schedule 1 of the Receivables Terms and Conditions; and • the Service as the form of the Direct Debit Request and Direct Debit Request Service Agreement (Appendix A of the Receivables Terms and Conditions). <p>For clarity, you do not need to enter into an “Electronic DDR Agreement” with us as required under clause 5.2(b) of the Direct Debit User Terms and Conditions when using the Service.</p> |

| Summary | Provision | How the provision will apply or be modified when you use Direct Debit with the Service |
|--|---|--|
| Your ability to comply with your obligations under the relevant provision may be facilitated by the Service – however, you are still responsible for ensuring that you comply with these obligations | Clause 4(e)(2) (Your obligations), Receivables Terms and Conditions | <p>To the extent the Service performs automated matching of a credit or debit (as applicable) of a Payment against a Payment Agreement, this may partly satisfy your obligation to credit or debit (as applicable) the amounts of each Payment to the applicable Tenant.</p> <p>Note: Automated matching is not always possible – please see item 4 of Section 1 in the table in clause 2.2 and your obligations in clause 3.9 of these Terms and Conditions. You remain responsible for ensuring that any matched Payments are correctly credited or debited (as applicable) to the applicable Tenant (including in the Property Tree Software).</p> |
| | Clause 4(d) (Your obligations), Schedule 1, Receivables Terms and Conditions | You may comply with your obligation to not initiate and to stop initiating Direct Debits where you suspend or cancel a Payment Agreement under these Terms and Conditions. |
| | Clause 5.3 (Your obligations), Direct Debit User Terms and Conditions | |
| | Clause 5(m) (Obtaining Electronic (Online) or Telephone DDRs), Schedule 1, Receivables Terms and Conditions | You may comply with your obligation to review and apply an appropriate level of security as required under clause 5(m) of Schedule 1 of the Receivables Terms and Conditions by complying with your security obligations in these Terms and Conditions. |

| Summary | Provision | How the provision will apply or be modified when you use Direct Debit with the Service |
|--|---|--|
| These provisions apply to the Service, but only as described in Column 3 | Clause 4(j) (Your obligations), Schedule 1, Receivables Terms and Conditions | <p>Your obligations in clause 4(j) of Schedule 1 of the Receivables Terms and Conditions to take actions in respect of a Notice of Variation of Account Details forms, do not apply where the Tenant changes their account details using the Tenant Portal.</p> <p>If a Tenant submits a Notice of Variation of Account Details form, you must contact the Tenant and inform them that they must change their account details using the Tenant Portal.</p> |
| | Clause 9(f) (Indemnity), Receivables Terms and Conditions | <p>Your obligation to indemnify us for your failure to produce the records referred to in clause 9(f) of the Receivables Terms and Conditions will not apply to the extent that the records are stored in the Service and your failure to produce the records is caused by:</p> <ul style="list-style-type: none"> a. unavailability of the Service, including due to system failure; or b. any failure of the Service to provide or retrieve a copy of the records, <p>and you have notified us that your inability to produce the records was due to the circumstances in paragraph (a) or (b) above, within a reasonable period of time before the end of the Relevant Time Period for the production of the records, and such circumstances have not been resolved before the end of the Relevant Time Period.</p> |
| | Clause 9(g) (Indemnity), Receivables Terms and Conditions | Your obligation to indemnify us for a third party intellectual property breach claim will not apply to the extent the material in question has been generated by the Service and was not based on information provided by you. |
| | <p>Clause 12(b)(2) (Consequences of termination of cessation), Receivables Terms and Conditions</p> <p>Clause 8.3(b)(3) (Termination and suspension), Direct Debit Terms and Conditions</p> | <p>Your obligation to return the information or documents referred to in clause 12(b)(2) of the Receivables Terms and Conditions does not apply where the information or documents are stored by the Service, which may be extracted and retained by you on termination of the Service.</p> <p>Any copies of DDRs, DDRSAs and Direct Debit amendments held by you in connection with your right to debit the account of the Tenant using the Service must be retained by you.</p> |
| | Clause 13(a)(3) (Your representation and warranty), Receivables Terms and Conditions | Your representation and warranty in respect of information provided by you to us, does not apply to the extent that that information has been generated by the Service and was not based on information provided by you in accordance with these Terms and Conditions. |

| Summary | Provision | How the provision will apply or be modified when you use Direct Debit with the Service |
|---------|---|--|
| | Clause 15(d)(3) (Confidentiality and privacy), Receivables Terms and Conditions | Your obligation to make privacy disclosures to the Tenant will apply to the extent that we rely on you to provide us with Customer Data (for example as required under clause 4.8.1 of these Terms and Conditions), however this obligation will not apply if we collect Customer Data directly from the Tenant through their access to and use of the Tenant Portal (as described in clause 4.8.2 of these Terms and Conditions). |
| | Clause 17 (Notices), Receivables Terms and Conditions | We may provide notices to you, in respect of your use of Direct Debit in connection with the Service, in accordance with these Terms and Conditions. Note: We may still provide notices to you, in respect of your use of Direct Debit in general, in accordance with the Direct Debit Terms. |
| | Clause 5.4(e) (Your obligations), Direct Debit Terms and Conditions | When using the Service, you do not use CommBiz to lodge your Direct Debit files. |
| | Clause 6(a) (Your liability), Direct Debit Terms and Conditions | Your obligation to indemnify us for a failure to comply with your obligations, or for an act or omission of yours, will not apply to the extent that the obligation, act or omission in question is an obligation, act or omission of the Service that was not based on information provided by you. |

BPAY

If you accept BPAY as a Payment Method for the Service, certain provisions of the BPAY Biller Agreement specified in the "Provision" column will be applied or modified as described in both the "Summary" and "How the provision will apply or be modified when you use the Service" (Column 3) columns in the table below.

| Summary | Provision | How the provision will apply or be modified when you use BPAY with the Service |
|--|---|--|
| Your ability to comply with your obligations under the relevant provision may be facilitated by the Service – however, you are still responsible for ensuring that you comply with these obligations | Clause 7(c) (Your general obligations), BPAY Biller Agreement | Your obligation to notify us of certain changes to details, including in relation to the billing arrangements with your Tenants, may be met where you notify us of those changes in relation to your Payment Agreements using the Service. |

| Summary | Provision | How the provision will apply or be modified when you use BPAY with the Service |
|--|---|--|
| | Clause 7(h) (Your general obligations), BPAY Biller Agreement | <p>To the extent the Service performs automated matching of a credit or debit (as applicable) of a Payment against a Payment Agreement, this may partly satisfy your obligation to correctly credit or debit (as applicable) the amounts of each Payment to the applicable Tenant.</p> <p>Note: Automated matching is not always possible – please see item 4 of Section 1 in the table in clause 2.2 and your obligations in clause 3.9 of these Terms and Conditions. You remain responsible for ensuring that any matched Payments are correctly credited or debited (as applicable) to the applicable Tenant (including in the Property Tree Software).</p> |
| | Clause 7(a)(i) (Your general obligations), BPAY Biller Agreement | Your obligation to make privacy disclosures to, and obtain consents from, the Tenant will apply to the extent that we rely on you to provide us with Customer Data (for example as required under clause 4.8.1 of the Terms and Conditions), however this obligation will not apply if we collect Customer Data directly from the Tenant through their access to and use of the Tenant Portal (as described in clause 4.8.2 of these Terms and Conditions). |
| These provisions apply to the Service, but only as described in Column 3 | Clause 12(c) and (e) (Indemnities and limitation of liability), BPAY Biller Agreement | Your obligation to indemnify us for a failure to comply with your obligations or a breach of your obligations in relation to use of a logo or marks, will not apply to the extent the failure or breach was caused by the Service. |
| | Clause 12(f) (Indemnities and limitation of liability), BPAY Biller Agreement | Your obligation to indemnify us for a third party intellectual property breach claim will not apply to the extent that the material in question has been generated by the Service and was not based on information provided by you. |
| | Clause 15(a) (Confidentiality), BPAY Biller Agreement | Your obligation to keep confidential any information that comes into your possession as a result of the BPAY Biller Agreement will not restrict your ability to disclose information in accordance with these Terms and Conditions. |
| | Clause 17.1(c), BPAY Biller Agreement | <p>We may provide notices to you, in respect of your use of BPAY in connection with the Service, in accordance with these Terms and Conditions.</p> <p>Note: We may still provide notices to you, in respect of your use of BPAY in general, in accordance with the BPAY Biller Agreement.</p> |

Schedule 2 – Payment Method Requirements

As set out in clause 3.2.3 of the Terms and Conditions, when using a Payment Method, you must comply with any Payment Method Requirements set out in the sections of this Schedule 2 that are applicable to that Payment Method. These Payment Method Requirements may vary the other requirements in the Terms and Conditions or impose additional obligations.

Section 1: Direct Debit

The following terms apply where Direct Debit is the Payment Method for a Payment Agreement or Payment. They are Payment Method Requirements which apply when Direct Debit is used with the Service.

1.1. Direct Debits as a Payment Method

Where you wish to offer Direct Debit as a Payment Method and a Tenant with an existing Direct Debit migrates to the Service, you must remove any existing Direct Debit for that Tenant from the Property Tree Software or cancel any other existing Direct Debit with the Tenant relating to the Lease before you create a Payment Agreement. You can continue to use your CommBiz Service to facilitate the processing of other Direct Debit transactions that are not migrated to the Service and are processed outside of the Service.

1.2. Direct Debit Authority

The Direct Debit Authority forms part of the applicable Payment Agreement, except as set out in section 1.2.3 below.

- 1.2.1. Where the Tenant selects Direct Debit but chooses a different bank account to make an Other Payment than that which is used for their Rental Payments, the Tenant will need to authorise a new Direct Debit Authority.
- 1.2.2. Where a Tenant authorises a Direct Debit Authority in connection with a Payment Agreement, and you become aware that the information is incorrect or cannot be verified, you must cancel the Payment Agreement in accordance with clause 3.8.
- 1.2.3. A Direct Debit Authority may remain active after the associated Payment Agreement is cancelled or completed. You must comply with the scope of any Direct Debit Authority after the associated Payment Agreement is cancelled or completed, and you should confirm with the Tenant that they wish to continue using the Direct Debit Authority outside of the Service before doing so.

1.3. Tenant requests to stop or defer a Payment, or suspend a Direct Debit Authority

- 1.3.1. If you receive a request from a Tenant to stop or defer a Direct Debit in relation to a Payment and are unable to complete a Payment Activity for that request, you can have the Payment stopped or deferred by contacting the Help Desk. You must provide clear information including the Tenant details, Payment Agreement reference, Payment details and reason for the stoppage or deferral. We will action your request promptly and notify you by email when your request has been successfully actioned.
- 1.3.2. If you receive a request from a Tenant to suspend or unsuspend a Payment Agreement, please refer to the requirements in clause 3.7.
- 1.3.3. If a Tenant requests you or the Tenant Financial Institution to suspend a Direct Debit Authority, this request will result in the suspension of the Direct Debit Authority and any Payments associated with that Direct Debit Authority. In the context of the Service, a suspension of the Direct Debit Authority will:
 - a. result in the suspension of the associated Payment Agreement, if the Direct Debit Authority relates to the Payment Agreement and does not solely relate to an Other Payment; and
 - b. not result in the suspension of the Payment Agreement where the Direct Debit Authority only relates to an Other Payment.

1.4. Cancellation of Payment Agreements and Payments

- 1.4.1. Where the Direct Debit Authority is cancelled, you must provide a copy of the Direct Debit Authority to the Tenant and inform the Tenant that they must make any payments under the Lease using a different Payment Method or outside of the Service.
- 1.4.2. Upon cancellation of an Other Payment, you must promptly provide a copy of any Direct Debit Authority relating solely to the Other Payment to the Tenant.

Section 1: Direct Debit

1.5. Failed Rental Payments and Grace Periods

- 1.5.1. A Grace Period only applies where:
 - a. you have chosen to activate this functionality for the Service; and
 - b. we have confirmed to you in writing that it has been activated.
- 1.5.2. If a Rental Payment has failed, and a Grace Period applies:
 - a. the Tenant can make a Recovery Payment during the Grace Period;
 - b. if the Tenant does not make a Recovery Payment or arrange for the payment to be made outside of the Service, there will be a debit retry attempt after expiry of the Grace Period; and
 - c. we will only suspend the Payment Agreement if no Recovery Payment is made during the Grace Period and the debit retry attempt is unsuccessful.
- 1.5.3. There is no Grace Period or debit retry available for any failed Other Payment.

1.6. Tenant Claims

- 1.6.1. A Tenant or the Tenant Financial Institution can make a Tenant Claim relating to a Payment made using Direct Debit.
- 1.6.2. When you receive a Tenant Claim, you must comply with your obligations and follow the processes set out in the Direct Debit Terms as if it was a "Customer Claim" under the Direct Debit Terms.
- 1.6.3. You must retrieve a copy of any Direct Debit Authority from the Agent Portal and provide it to the Tenant if requested.

Section 2: BPAY

The following terms apply where BPAY is the Payment Method for a Payment Agreement or Payment. They are Payment Method Requirements which apply when BPAY is used with the Service.

2.1. BPAY as a Payment Method

2.1.1. Where you wish to offer BPAY as a Payment Method:

- a. we will provide you with a new Payment Agreement BPAY Biller Code which must be used for the Service and a unique CRN for each Payment Agreement when the Tenant chooses BPAY as their Payment Method; and
- b. where a Tenant with an existing BPAY Biller Code and CRN migrates to the Service, you must inform them that they should stop using the existing BPAY Biller Codes and CRNs and use the new Payment Agreement BPAY Biller Code and CRN provided in the Tenant Portal.

2.1.2. Payments made using BPAY are initiated by the Tenant using the banking platform provided by the Tenant's Financial Institution. The Tenant needs to accurately insert the CRN and Payment Agreement BPAY Biller Code from the Payment Agreement details into the Tenant's banking platform. If a BPAY transaction for a Payment is made to a non-Payment Agreement BPAY Biller Code and CRN, it will not be automatically reconciled in the Property Tree Software, and you must manually allocate the BPAY transaction to a Payment in the Agent Portal, so that the transaction can be matched against the relevant Payment Agreement.

2.1.3. We will perform a single settlement on each Business Day to your Nominated Account(s) for all Payments received using BPAY.

2.1.4. Where you remove BPAY as a Payment Method, we will cancel your Payment Agreement BPAY Biller Code.

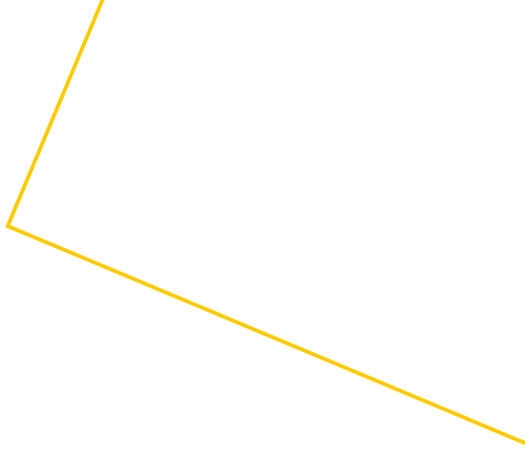
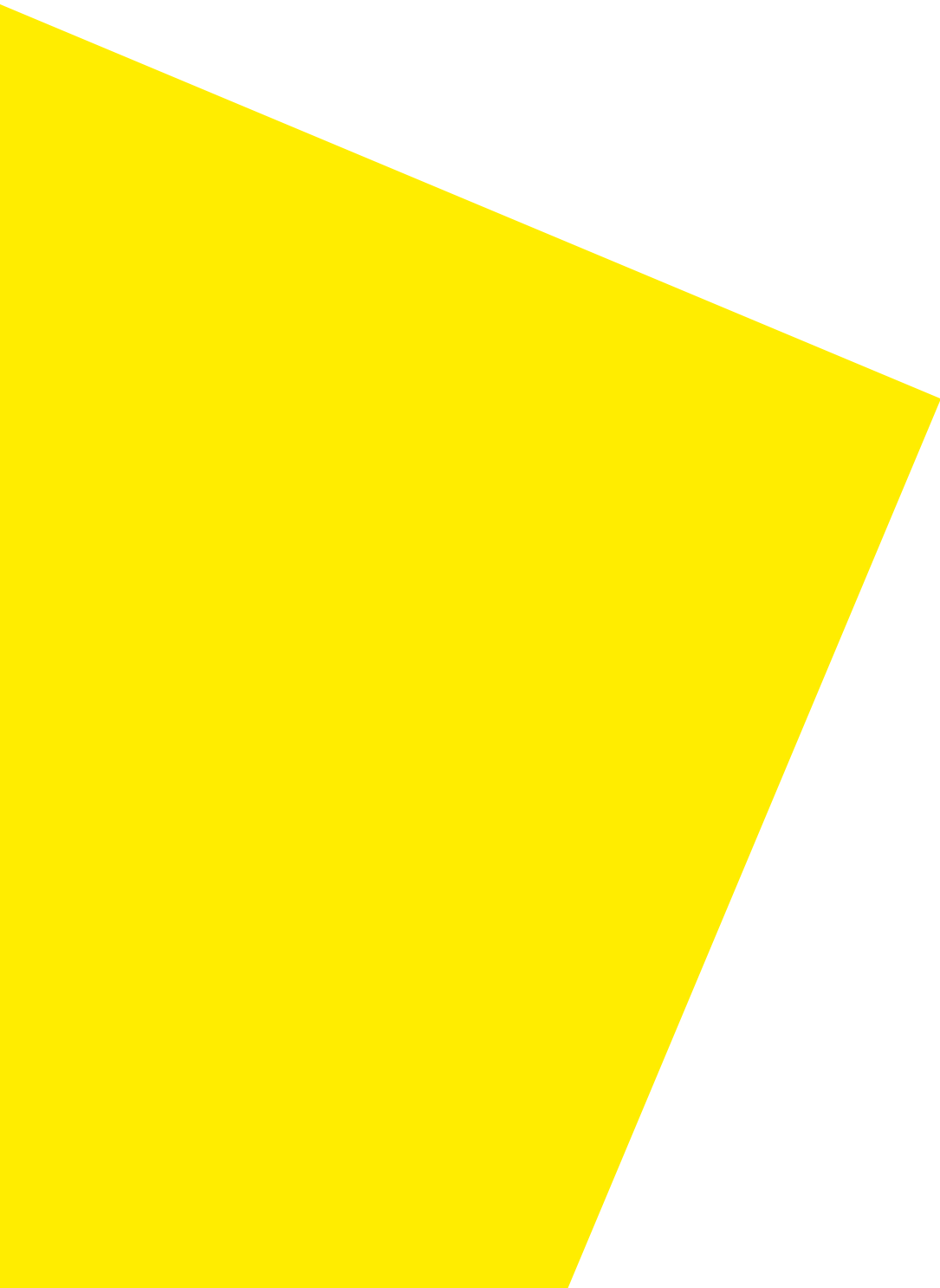
2.2. Cancellation of Payment Agreements and Payments

2.2.1. The suspension or cancellation of a Payment Agreement or Other Payment does not result in the suspension or cancellation of your Payment Agreement BPAY Biller Code, or the CRN associated with the relevant Payment Agreement.

2.2.2. If a Tenant continues to use your Payment Agreement BPAY Biller Code or the CRN associated with the relevant Payment Agreement to make BPAY payments after the Payment Agreement is suspended or cancelled, you:

- a. must not use the BPAY Adjustments process to refund any such BPAY payments, and instead must use the process for Adjustments set out in clause 9(j) of the BPAY Biller Agreement to return any amounts outside of the BPAY Payment Scheme using other payment methods if required; and
- b. must put in place arrangements for the Tenant to make payments outside of the Service (which may include arrangements for the making of payments using BPAY outside of the Service, in accordance with section 2.2.3).

2.2.3. If you wish to receive payments from the Tenant outside of the Service using BPAY, and you have an existing BPAY Biller Code, you must provide the Tenant with a CRN and BPAY Biller Code which is not your Payment Agreement BPAY Biller Code. If you do not have an existing BPAY Biller Code with us, you may contact your Relationship Manager to apply for a new BPAY Biller Code.



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