

PayTo Service Agreement

This is your PayTo Service Agreement with **Willoughby Hotel**. It explains what your obligations are if you ask us to establish a PayTo payment agreement. It also details what our obligations are to you.

Definitions

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

account number means the BSB and account number for the account.

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

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

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

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

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

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

Payment agreement means the payment agreement between you and us which authorises us to arrange for payments to be made from your account.

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

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

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

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

Service Agreement means the terms of this document.

Us or we means The Willoughby Hotel.

Willoughby Hotel means The Trustee for Willoughby Hotel Trust ABN 50 577 596 740, (the MPS User).

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

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

1. Establishing a Payment Agreement

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

2. Viewing the Payment Agreement

- (a) Your financial institution will provide you with a facility to view the payment agreements you have authorised. You may also contact us to confirm details of your payment agreement with us at support@ebetsystems.com.au

3. Payments under the Payment Agreement

- (a) As soon as a payment agreement is established, we may arrange for payment to be made from your account.
- (b) We will only arrange for payments to be made from your account in accordance with the payment agreement.
- (c) Before we arrange for any payment to be made, we or our financial institution will check the payment agreement in the Mandate Management Service to ensure it remains valid and active (that is, that it has not been suspended or cancelled, or otherwise amended, by you).
- (d) If the payment agreement requires us to send you a billing advice before we arrange for payment to be made from your account, we will only arrange for the payment to be made from your account if we have sent a billing advice which specifies the amount payable by you to us and when it is due to the email or physical address provided by you to us when requesting us to establish the payment agreement.

The PayTo service is a 24/7 service, which means the payment day may fall on a day which is not a banking day. If that is the case, we may arrange for payment to be made on that day. However, we may also choose to direct your financial institution to make the payment from your account on the first banking day after the payment day. If you are unsure about which day payments under the payment agreement will be made from your account, you should check with your financial institution.

4. Amendments by us

- (a) We may vary any details of this Service Agreement and any of our details included in the payment agreement at any time by giving you at least fourteen (14) days written notice.
- (b) If we wish to vary any payment terms of the payment agreement, where required we will submit these as requested amendments to the payment agreement in the Mandate Management Service. Your financial institution will notify you of the amendment and seek your authorisation (where required). This will be recorded in the Mandate Management Service for the amendment to take effect.
- (c) We may suspend or cancel the payment agreement at any time. If we do so, we will not be able to arrange for payments to be made from your account.
- (d) The status of our payment agreement with you will be as represented by the record of the payment agreement in the Mandate Management Service.

5. Amendments by you

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

6. Your obligations

- (a) It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a payment to be made in accordance with the payment agreement.
- (b) If there are insufficient clear funds in your account to meet a payment:
 - (a) we may re-try up to three times on the payment day to have the payment made, and on each successive day until the payment is made;
 - (b) you may be charged a fee and/or interest by your financial institution;
 - (c) you may also incur fees or charges imposed or incurred by us; and
 - (d) failing payment under a re-try being successful, you must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the payment.

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

7. Dispute

- (a) The record of the payment agreement in the Mandate Management Service is evidence of the value and frequency of payments that you have authorised us to have made from your account. If you believe that there has been an error relating to payments from your account, you may notify us directly by contacting us via support@ebetsystems.com.au so that we can resolve your claim quickly.
- (b) If we conclude as a result of our investigations that a payment has been made incorrectly from your account, we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

- (c) If we conclude as a result of our investigations that a payment has not been made incorrectly from your account, we will respond to your query by providing you with reasons and any evidence for this finding in writing.
- (d) As an alternative to contacting us in the first instance, you may contact your financial institution. Your financial institution will be able to review the payment agreement in the Mandate Management Service and the payment/s you believe have been made in error, and if appropriate recover the payment/s (plus interest and charges) from us.

8. Accounts

You should check:

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

9. Confidentiality

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

10. Notice

You understand and agree that:

The debit amount(s) and debit arrangements will be provided to you and authorised by you via your financial institution and:

- (a) The debit amount will be any amount Willoughby Hotel has deemed payable by you.
- (b) The amount debited may vary.
- (c) The amount debited is for good or services provided by Willoughby Hotel.
- (d) Any changes to the terms of the PayTo Agreement will be authorised by you via your financial institution.

By authorising the Payment agreement and/or providing us with a valid instruction in respect to your Payment agreement creation request you can confirm that:

- (a) you are authorised to operate the nominated account; and
- (b) you have understood and agreed to the terms and conditions set out in the Payment agreement and this Service Agreement.