

MePay

Terms and Conditions

Dated 12 January 2026

1 Introduction

- (a) This document has been prepared by the PropertyMe Group to set out the terms governing the application for and ongoing use of MePay ("**Terms**").
- (b) MePay is a payments product that enables Payees (via arrangement with Payee Agents) to receive one-off, automatic and recurring payments from Payers via a range of payment methods described in or contemplated by these Terms. In these Terms, "**you**" or "**your**" refers to Payers or Payee Agents, as the context requires.
- (c) MePay is a type of financial product known as a "non-cash payment facility" under the Corporations Act. MePay is issued by MePay Holdings Pty Ltd (ACN 638 819 575, AFSL no. 528836) ("**MePay Provider**", "**we**", "**our**" or "**us**").
- (d) By making an application for, or otherwise using, MePay, you agree to be bound by these Terms. You must not use MePay if you do not agree with these Terms.
- (e) MePay is part of the PropertyMe Platform. Use of the PropertyMe Platform is subject to separate terms and conditions as amended from time to time ("**PropertyMe Terms**"), which are accessible at:
 - (i) For Subscribers: <https://www.propertyme.com.au/terms>.
 - (ii) For Invited Users: <https://www.propertyme.com.au/inviteduserterms>.
- (f) These Terms apply in addition to the PropertyMe Terms.
- (g) If there is an inconsistency between these Terms and the PropertyMe Terms in relation to MePay, these Terms will prevail to the extent of any inconsistency.
- (h) These Terms do not otherwise affect your rights or obligations under the PropertyMe Terms.
- (i) These Terms do not:
 - (i) constitute an agreement, or a relationship of principal and agent, or of partnership, between a Payee Agent and a Payer; or
 - (ii) affect the rights, discretions, obligations and duties in any agreement between a Payee Agent and a Payer.

2 Application

- (a) To be eligible to use MePay:
 - (i) For Payers: you must be an Invited User and have valid Authentication Credentials; and
 - (ii) For Payee Agents: you must:
 - (A) be a Subscriber;
 - (B) comply with any customer due diligence or 'know your customer' requirements imposed by us;
 - (C) have valid Authentication Credentials;
 - (D) nominate at least one Payer who is an Invited User; and

(E) nominate a MePay Linked Bank Account of the kind described in clause 5(c).

- (b) You are responsible for ensuring that all information provided to us to set up and use MePay is correct, true and complete.
- (c) You will be able to access help by contacting us at mepaysupport@propertyme.com.

3 Our relationship

- (a) These Terms govern the basis on which we enable Payees to receive payments from Payers.
- (b) While we have a relationship with Payers pursuant to these Terms and facilitate the making of payments through MePay, we do not accept instructions from Payers to make a payment to a Payee. Payers provide payment instructions (either directly or via us through the PropertyMe Platform) to their financial institution to make a payment to a Payee which we facilitate through MePay. Payers' financial institutions are responsible for accepting payment instructions from a Payer. These Terms do not modify the terms of any relationship between a Payer and their financial institution.

4 Availability of MePay

- (a) MePay relies on the provision of services by third party providers. Therefore, your use of MePay may be disrupted by failures resulting from third party services.
- (b) MePay could be disrupted if a system failure occurs due to technology used by either us or third parties involved in providing MePay, including payments systems utilised by your financial institution. MePay may also be unavailable for short periods due to necessary system maintenance or upgrades. If this is required, we will try to inform you beforehand.

5 MePay Linked Bank Accounts and Linked Credit Card

- (a) To make a payment using MePay, a Payer must nominate on MePay a Bank Account from which funds will be debited to:
 - (i) make a payment to a Payee;
 - (ii) pay any fees or charges payable to us under these Terms; or
 - (iii) pay any Financial Institution Charge payable by the Payer under the terms of use of the Payments System.
- (b) For a Payee (other than the Payee Agent) to receive a payment from a Payer using MePay, the Payee Agent of the Payee must nominate on MePay a Bank Account of the Payee:
 - (i) to which Disbursements will be credited; and
 - (ii) from which funds will be debited to pay any Financial Institution Charge payable by the Payee under the terms of use of the Payments System.
- (c) Where the Payee Agent is also a Payee, for the Payee Agent as the Payee to receive a payment from a Payer using MePay, the Payee Agent on behalf of itself must nominate on MePay a Bank Account:
 - (i) to which Disbursements will be credited; and
 - (ii) from which funds will be debited to pay any Financial Institution Charge payable by the Payee Agent as the Payee under the terms of use of the Payments System.

Where in respect of a purported Disbursement a Payee Agent fails to nominate one or more MePay Linked Bank Accounts of the kind described in clause 5(b) equal to the total amount of the Disbursement, any part of the Disbursement which has not been nominated by the Payee Agent to be paid to a MePay Linked Bank Account of the kind described in clause 5(b) will (to give effect to the payment) be credited to a MePay Linked Bank Account of the kind described in this clause 5(c).

- (d) Without limiting clauses 5(c) or 11.3(b), a Payee Agent must also nominate on MePay a credit card to pay:
 - (i) any fees, charges or other amounts due and payable to us by the Payee Agent under these Terms which have not otherwise been paid by the Payee Agent; and
 - (ii) amounts equal to any refunds or chargebacks, plus any Financial Institution Charge incurred by us associated with the refunds or chargebacks, which have not otherwise been:
 - (A) paid back by the financial institution of the person to whom the payment was made; or
 - (B) paid by the Payer under clause 11.3(a) or otherwise.

The Payee Agent acknowledges and agrees that if a credit card is not nominated in accordance with the above requirements, we are authorised to use the credit card already linked to the Payee Agent's PropertyMe Platform Payee Agent Account to charge any such amounts. This clause 5(d) is not intended to limit any right of recovery of any amounts paid by the Payee Agent which the Payee Agent may have under any agreement with the relevant Payer.

- (e) A Payer's MePay Linked Bank Account need not be in the name of the Payer, and may be in the name of a third party provided the Payer has authority from the third party to nominate the third party's Bank Account as the Payer's MePay Linked Bank Account.
- (f) A Payee Agent's Linked Credit Card must be in:
 - (i) the Payee Agent's name; or
 - (ii) to our satisfaction, the name of the person whom the Payee Agent represents.
- (g) A Payer may use MePay to change their MePay Linked Bank Account at any time. A Payee Agent may use MePay to change the MePay Linked Bank Account of a Payee at any time. A Payee Agent may use MePay to change their Linked Credit Card at any time.
- (h) You are responsible for the accuracy and completeness of all nominations made under or in contemplation of this clause 5 as it applies to you.

6 Payments

6.1 Setting up payments

- (a) A Payee Agent must activate MePay for each nominated Payer in their PropertyMe Platform Payee Agent Account.
- (b) A Payer can elect to make a payment using a method available to them through MePay. To the extent supported by MePay, a Payer may make a payment through any of the following methods:
 - (i) MePay Direct Debit;

- (ii) PayTo;
 - (iii) PayID; and
 - (iv) virtual account processes generating Unique Account Numbers.
- (c) A Payer acknowledges and agrees that:
- (i) not every payment can be made using any of the methods described in clause 6.1(b), and that the availability of the above payment methods will depend on:
 - (A) the payment arrangements supported by or available with the Payer's financial institution and the Payee's financial institution;
 - (B) the Payee Agent's elections made using their PropertyMe Platform Payer Account; and
 - (C) where relevant, the generation of PayIDs and Unique Account Numbers by payment services providers engaged by us;
 - (ii) we have no obligation or liability to provide or support PayTo or PayID functions, or virtual account processes generating Unique Account Numbers, if they are not supported (or no longer supported) by the Payer's financial institution, the Payee's financial institution, Payer Banking Software or the New Payments Platform;
 - (iii) where the PayTo function is available and is selected by the Payer:
 - (A) the Payer must agree to the PayTo Agreement using the Payer Banking Software before the Payment Instruction could be finalised and made; and
 - (B) we have no role in setting the terms of the PayTo Agreement;
 - (iv) where the PayID function is available and is selected by the Payer:
 - (A) the Payer must enter the PayID of the relevant Payee, which is available on their PropertyMe Platform Payer Account, into the Payer Banking Software; and
 - (B) the Payer is responsible for the accuracy and completeness of the PayID the Payer enters into the Payer Banking Software; and
 - (v) where a virtual account process generating a Unique Account Number is available and is selected by the Payer:
 - (A) the Payer must enter the Unique Account Number, which is available on their PropertyMe Platform Payer Account, into the Payer Banking Software;
 - (B) the Payer is responsible for the accuracy and completeness of the Unique Account Number the Payer enters into the Payer Banking Software; and
 - (C) a Unique Account Number is not the actual BSB or account number of any particular Bank Account.
- (d) A Payer can set up:

- (i) for payments via MePay Direct Debit, one-off, automatic or recurring payments through MePay via their PropertyMe Platform Payer Account;
 - (ii) for payments via PayTo, one-off and recurring payments through MePay via their PropertyMe Platform Payer Account;
 - (iii) for payments via PayID, one-off payments through MePay via their PropertyMe Platform Payer Account; and
 - (iv) for payments using a Unique Account Number, one-off payments through MePay via their PropertyMe Platform Payer Account.
- (e) Automatic and recurring payments will be treated as Payment Instructions from the relevant Payer on each relevant date that we have authority to initiate such payments.
- (f) A Payee Agent acknowledges and agrees that if they elect to make PayTo or PayID functions, or virtual account processes generating Unique Account Numbers, available for Payers, the Payee Agent will be liable to pay the fees and costs associated with the provision of these facilities as set out in their subscription agreement with the Platform Operator.

6.2 MePay Direct Debit

If you pay by MePay Direct Debit, you as the Payer acknowledge and agree that:

- (a) you must maintain the DDSA set out in clause 8 of these Terms;
- (b) we will promptly debit \$1.00 from your MePay Linked Bank Account. This will show on your bank statement with a unique description (e.g., "DEFT 123456") ("**Verification Code**");
- (c) when you receive the Verification Code, you will be asked to input that Verification Code in your PropertyMe Platform Payer Account;
- (d) once you have input the Verification Code, you will be verified to use MePay Direct Debit;
- (e) the \$1.00 debit amount will be contributed towards your next payment through MePay and is non-refundable; and
- (f) if you do not undertake the verification process, you cannot use MePay Direct Debit.

6.3 Automatic payments

- (a) Automatic payments is a feature that will automatically initiate a payment in relation to a Payer's payments as they become due.
- (b) Payers can set up, change or turn off automatic payments through MePay via the PropertyMe Platform.
- (c) By setting up automatic payments, the Payer authorises us to debit their MePay Linked Bank Account three Business Days prior to the due date.
- (d) We will notify a Payer via email two days prior to an automatic payment being initiated. However, in some circumstances the Payer may not receive this email notification (e.g., due to your or your email provider's spam functionality) and it is the Payer's responsibility to ensure that they are aware of the frequency of automatic payments and that they have sufficient funds in their MePay Linked Bank Account to fulfil the payment.
- (e) While automatic payments can assist with the administration of your payments, a Payer acknowledges

and agrees that they remain entirely responsible for all payments being made to a Payee by their due date.

- (f) A Payer acknowledges and agrees that we:
 - (i) can continue to process automatic payments until the Payer changes or stops such payments through the PropertyMe Platform; and
 - (ii) may cancel future automatic payments if a payment is dishonoured (see clause 8).

6.4 Recurring payments

- (a) Recurring payments is a feature that allows a Payer to set a custom schedule to make payments to a Payee on nominated days. For example, a Payer may set a custom schedule to pay \$300 every Wednesday.
- (b) A Payer can set up, change or turn off recurring payments through MePay via the PropertyMe Platform.
- (c) By setting up recurring payments, a Payer authorises us to:
 - (i) in respect of a payment via MePay Direct Debit, debit their MePay Linked Bank Account for the amount and on the days specified in their custom schedule; and
 - (ii) in respect of a payment via PayTo, initiate a PayTo payment for the amount and on the days specified in their custom schedule.
- (d) We will notify a Payer via email two days prior to a recurring payment being initiated. However, in some circumstances the Payer may not receive this email notification (e.g., due to your or your email provider's spam functionality) and it is the Payer's responsibility to ensure that they are aware of the frequency of recurring payments and that they have sufficient funds in their MePay Linked Bank Account to fulfil the payment.
- (e) While recurring payments can assist with the administration of your payments, you as the Payer acknowledge and agree that you remain entirely responsible for all payments being made to a Payee by their due date.
- (f) A Payer acknowledges and agrees that we:
 - (i) can continue to process recurring payments until the Payer changes or stops such payments through the PropertyMe Platform; and
 - (ii) may cancel future recurring payments if a payment is dishonoured (see clause 8).

6.5 Changing or stopping future payments

- (a) A Payer can change or stop an upcoming automatic or recurring payment through the PropertyMe Platform. This includes changing the payment type (for example, automatic to recurring), amount or date of the payment, or stopping all upcoming payments.
- (b) A Payee Agent can stop a Payer's payment schedule by:
 - (i) adding a 'move out' date in the PropertyMe Platform Payee Agent Account in respect of the payment; or
 - (ii) turning off MePay for a nominated Payer.

6.6 Transaction history

- (a) A Payer can see their transaction history via the PropertyMe Platform by accessing their PropertyMe Platform Payer Account.
- (b) A Payee Agent can see their transaction history via the PropertyMe Platform by accessing their PropertyMe Platform Payee Agent Account.

6.7 Payment limits

A payment instruction by a Payer for an individual transaction to be processed through MePay cannot exceed payment limits set by the Payer's MePay Linked Bank Account. Payers should contact their financial institution to determine any applicable payment limits.

6.8 Refunds

- (a) When we operate MePay, we enable Payees to accept payments from Payers. A Payer must contact the relevant Payee Agent directly for a refund or reversal of an authorised Payment Instruction.
- (b) We may not have authority or any ability to reverse or refund, or procure the reversal or refund of, an authorised Payment Instruction.

6.9 Changing your payment details

You can change your payment details:

- (a) For Payers: by logging into your PropertyMe Platform Payer Account; and
- (b) For Payee Agents: by logging into your PropertyMe Platform Payee Agent Account.

6.10 Payments processing

- (a) A Payer authorises us to process Payment Instructions that have been sent to us through MePay.
- (b) In relation to MePay Direct Debit, a Payment Instruction will be processed and a Disbursement will be made in accordance with the following timeframes:

Payment Instructions	We process a Payment Instruction promptly after receiving it from the Payer (which includes the dates on which automatic or recurring payments are scheduled to occur).
Disbursements	Where payment funds have been received by us before 5.00pm on a Business Day: The Disbursement will be made the same day.
	Where payment funds have been received by us after 5.00pm on a Business Day or on a day that is not a Business Day: The Disbursement will be made on the next Business Day.
	A Disbursement can take up to three Business Days to clear and be received by the Payee (depending on the Payer's financial institution).

- (c) In relation to Payment Instructions made using PayTo, PayID and Unique Account Numbers, payments are processed and Disbursements are typically made near real-time, however settlement times will be subject to the New Payments Platform's functionality and may depend on the timeliness of the services provided by any payment services provider engaged by us. We have no control over PayTo, PayID and Unique Account Number payment timeframes, or the actual delivery of the services provided by a

payment services provider.

- (d) We will notify the Payer if processing a Payment Instruction or making a Disbursement is unsuccessful.
- (e) We may choose to not process a Payment Instruction or a Disbursement if we reasonably believe:
 - (i) the payment may be illegal, invalid, unauthorised, fraudulent, or void;
 - (ii) the payment promotes or constitutes money-laundering or terrorism financing, or the use of proceeds of crime; or
 - (iii) it is otherwise reasonably necessary or appropriate to manage our legal, credit or reputational risk or to prevent losses.
- (f) A Payer is responsible for the accuracy and completeness of a Payment Instruction sent for processing.
- (g) A Payer appoints us as their agent with the power to contact and liaise with third parties in relation to the Payer's use of MePay, including to investigate why a Payment Instruction or a Disbursement may not have been processed correctly and to instruct third parties to remedy any errors identified. We may delegate our power under this agency arrangement in whole or in part to any person. If we ask the Payer to do so, the Payer must confirm this agency arrangement to relevant third parties in writing.
- (h) If we or a third party identify any activity or circumstance relating to the Payer's use of MePay that we consider inappropriate or otherwise requires investigation, the Payer must provide a detailed written response to us within two Business Days of our request for an explanation.

6.11 Unauthorised, mistaken, incorrect or fraudulent payments

- (a) It is a Payer's responsibility to ensure that a Payment Instruction is accurate and complete.
- (b) Without limiting what a Payer should do under clause 6.12 in relation to disputes, you as the Payer should report an unauthorised, mistaken, incorrect or fraudulent payment to your financial institution as soon as possible after you become aware of it. Any delays may impact your ability to recover funds.
- (c) If a Payer procures a chargeback through the Payments System, the Payer is liable for any Financial Institution Charge associated with that process in relation to the Payer's MePay Linked Bank Account.

6.12 Disputed payments

- (a) A Payer should contact the Payee Agent if they:
 - (i) require specific information about their payment; or
 - (ii) consider that there has been an unauthorised, mistaken, incorrect or fraudulent payment or any overpayment.

If a Payer has a dispute regarding any payment processed on the Payer's behalf, or any payment requested that the Payer pays via MePay, the relevant Payee Agent knows what amounts the Payer owes and what amounts the Payee has paid.

- (b) A Payee Agent must:
 - (i) investigate any dispute about a payment made by the relevant Payer, including a dispute raised by a Payee;

- (ii) manage any dispute directly with the relevant Payer (and, if necessary, the relevant Payee), including in relation to any unauthorised, mistaken, incorrect or fraudulent payment or overpayment;
 - (iii) do all things necessary to procure the relevant Payer to repay any payment which has been clawed back or reversed for any reason (including if the payment was unauthorised, or was made mistakenly, incorrectly or fraudulently), if the Payer's liability to the relevant Payee relating to the payment remains outstanding;
 - (iv) manage the arrangements with the relevant Payee (including all communications with the relevant Payee) in respect of:
 - (A) any payments due to that Payee in connection with any dispute; or
 - (B) any overpayments which should be repaid to the relevant Payer (including, where appropriate, by procuring that the relevant Payee becomes a Payer via MePay to give effect to the repayment); and
 - (v) provide us with such information as we request in relation to the disputed payment.
- (c) Each Payer and Payee Agent acknowledges and agrees that we:
- (i) are not required to investigate or resolve matters, or recover any money paid, regarding disputed payments between:
 - (A) a Payer and a Payee;
 - (B) a Payer and a Payee Agent; or
 - (C) a Payee Agent and a Payee;
 - (ii) cannot make any determination about whether a payment has been made or received mistakenly, incorrectly, fraudulently or in an unauthorised manner;
 - (iii) cannot make any determination about whether there has been an overpayment by a Payer;
 - (iv) cannot demand that a Payer make any particular payment or provide any particular Payment Instruction; or
 - (v) cannot demand that a Payee make a particular repayment in connection with any alleged or actual overpayment by a Payer or demand that Payee become a Payer in respect of any actual or alleged overpayment by a Payer, or demand that a Payee Agent procures a Payee to do any of those things.
- (d) If any payment dispute remains unresolved, a Payer should contact their financial institution and lodge the relevant customer claim form. The Payer's financial institution may investigate whether or not the payment in dispute was authorised by the Payer. Accordingly, the Payer authorises us to provide their financial institution with any information it may require to determine the Payer's claim.
- (e) If the disputed payment occurred within 12 months of the date of a Payer's claim, we will endeavour to provide the Payer's financial institution with the relevant information it requests from us within seven days.

- (f) If the disputed payment occurred outside 12 months from the date of a Payer's claim, we will endeavour to provide the Payer's financial institution with the relevant information it requests from us within 30 days.
- (g) If we or a Payer's financial institution (as applicable) do not rectify a problem notified by the Payer in accordance with these Terms, the Payer has the option to contact the Australian Financial Complaints Authority ("AFCA") as set out in the MePay PDS.

7 Fees

7.1 Fees may apply

- (a) A Payee Agent is required to have an active PropertyMe subscription that has the appropriate level to include the use of MePay. You can see the PropertyMe Platform pricing at any time at: <https://www.propertyme.com.au>. The subscription agreement with the Platform Operator sets out the Payee Agent's fees and charges for the Payee's use of MePay. Payers may be required to pay Financial Institution Charges as set out in or contemplated by these Terms.
- (b) MePay is a free service for Payers. In certain circumstances, there may be charges that apply to a Payer that is not imposed as a MePay service fee (for example, a Financial Institution Charge). We will provide the Payer with prior notice of any charges that may be applicable to and payable by the Payer and in accordance with these Terms.

7.2 How we may collect fees and other amounts

In the event that any fees or other amounts become payable by you in accordance with clause 7.1 or otherwise under these Terms, we may (in our reasonable discretion) claim such fee or amount from you by:

- (a) in respect of a Payer charging your MePay Linked Bank Account; or
- (b) in respect of a Payee Agent:
 - (i) withholding a portion of a Disbursement (if applicable), in which case the Payer is taken to have made the payment in full; or
 - (ii) charging your Linked Credit Card (if applicable).

8 MePay Direct Debit - Direct debit authority and service agreement

By nominating your MePay Linked Bank Account, the Payer requests and authorises Macquarie Bank Ltd (User ID 077380), until further notice in writing, to debit their MePay Linked Bank Account on our behalf any amounts which we may charge the Payer or debit as directed in a Payment Instruction or as otherwise instructed by the Payer. The Payer acknowledges that:

- (a) it is the Payer's responsibility to ensure that their financial institution allows payments to be processed from their MePay Linked Bank Account via direct debit request ("DDR"). If the Payer's financial institution does not process DDRs from the Payer's MePay Linked Bank Account, the Payer should advise us immediately;
- (b) by accepting this DDSA, the Payer authorises us to debit from their MePay Linked Bank Account any payments initiated by the Payer, including any applicable charges associated with the Payer's use of MePay;
- (c) the Payer's financial institution may (in its absolute discretion), at any time by notice in writing to the Payer, terminate the direct debit arrangement as to future debits;

- (d) the Payer can stop or cancel future debits at any time by logging into their PropertyMe Platform Payer Account. Payee Agents may also stop or cancel future debits by logging into their PropertyMe Platform Payee Agent Account and cancelling the arrangement;
- (e) if the Payer believes that there has been an error in debiting their MePay Linked Bank Account, the Payer should notify us directly by contacting us at mepaysupport@propertyme.com. Alternatively, the Payer can contact their financial institution for assistance. If we conclude as a result of our investigations that the Payer's MePay Linked Bank Account has been incorrectly debited we will respond to the Payer's query by arranging within a reasonable period for the Payer's financial institution to adjust their MePay Linked Bank Account (including interest and charges) accordingly. We will also notify the Payer in writing of the amount by which their MePay Linked Bank Account has been adjusted. If we conclude as a result of our investigations that the Payer's MePay Linked Bank Account has not been incorrectly debited we will respond to the Payer's query by providing the Payer with reasons and any evidence for this finding in writing;
- (f) it is the Payer's responsibility to ensure that there are sufficient funds in their MePay Linked Bank Account to meet debits. We may immediately cancel future scheduled (automatic or recurring) payments if a scheduled payment is dishonoured because of insufficient funds. We will notify the Payer if this happens and will require you to reactivate scheduled payments (if elected);
- (g) we (or our third party service providers) may need to pass on details of the Payer's DDR with our sponsor bank in the Bulk Electronic Clearing System to assist with the checking of any incorrect or wrongful debits to their MePay Linked Bank Account;
- (h) acting reasonably, we may vary the DDSA from time to time upon 30 days prior notice to you. If you do not accept the varied DDSA, the Payer must contact the relevant Payee Agent directly to arrange an alternate payment method;
- (i) any direct debit that is scheduled to occur on a day that is not a Business Day will occur on the following Business Day. If the Payer is uncertain as to when a debit will be processed, the Payer should enquire with us;
- (j) this DDSA does not form part of any other agreement under which the Payer may be contractually bound (other than these Terms), including any contract or residential tenancy lease; and
- (k) the DDSA can only be provided while the Payer has an active PropertyMe Platform Payer Account and the Payee Agent has an active PropertyMe Platform Payee Agent Account. If either the Payer or Payee Agent ceases to have an active account, then we cannot make future payments.

9 Account and security

9.1 Payee Agent accounts

A Payee Agent can access MePay through their PropertyMe Platform Payer Account using their Authentication Credentials.

9.2 Payer accounts

A Payer can access MePay through their PropertyMe Platform Payer Account using their Authentication Credentials.

9.3 Authentication Credentials

- (a) It is your responsibility to protect your Authentication Credentials at all times, including by not disclosing them to third parties and by choosing credentials that cannot be easily identified.

- (b) Subject to the PropertyMe Terms, you should also regularly change your Authentication Credentials.
- (c) If you believe that you have lost, or third parties have gained unauthorised access to, your Authentication Credentials, you must notify us immediately.
- (d) Each Payer acknowledges and agrees that they will be liable for all Payment Instructions and Disbursements that result from such instructions being provided from their PropertyMe Platform Payer Account, provided that the Payer has not previously notified us that their Authentication Credentials have been lost, or that third parties have gained unauthorised access to the Payer's PropertyMe Platform Payer Account.

9.4 Security

- (a) You should take all reasonable steps to secure your computer hardware, software and mobile device to prevent unauthorised access to MePay. Reasonable steps include:
 - (i) For computer hardware and software: protecting your computer from viruses, maintaining passwords, ensuring your internet access is secure and browser software is up to date; and
 - (ii) For mobile device: setting screen lock passwords, ensuring that others do not have access to the use of your mobile device, ensuring your mobile device and browser software is up to date.
- (b) It is your responsibility to ensure your internet access is secure when using MePay. You should also ensure your desktop, mobile device and software is up to date – any alterations to the manufacturer's handset or software settings may impact your mobile browsing experience.
- (c) You should always log out from your PropertyMe Platform Payer Account or PropertyMe Platform Payee Agent Account (as the case may be) at the end of each session. You acknowledge that, for security purposes, we reserve the right at any time to log you out of your account, for example, if you are inactive for a period of time after having logged on.

10 Reliance on third parties

- (a) Our ability to provide MePay to you is dependent on the ongoing provision of services provided to us by third parties in relation to MePay.
- (b) You agree to do all things and provide all information as and when reasonably required by us to fulfil our obligations to third parties from time to time in respect of MePay. In particular, you must:
 - (i) at our request, provide any reasonably required information, assistance, authorities or consents;
 - (ii) comply with any reasonable condition or procedural requirement imposed by us, or a third party, in respect of your use of MePay, including in relation to the following matters:
 - (A) in respect of a Payer, debiting and crediting your MePay Linked Bank Account by the relevant financial institution or other third party;
 - (B) initiating, processing or effecting Payment Instructions or Disbursements within MePay; or
 - (C) privacy law consents, as and when reasonably required by us.
- (c) You acknowledge and agree that:
 - (i) the agreements and obligations we have with third parties relating to MePay may (outside of our reasonable control) change from time to time, which may affect your experience with MePay

or our ability to operate MePay as described in these Terms. These agreements and obligations may require us to act (or not act) in a manner otherwise inconsistent with these Terms, and if this occurs, we may act (or not act) in the manner required without any liability to you. Any such action (or inaction) does not have the effect of changing these Terms;

- (ii) there are times and circumstances where third parties are not obliged to make certain functions of MePay available, and at these times and in these circumstances, you may not be able to use MePay; and
- (iii) MePay may become unavailable where our agreements with third parties in relation to operating MePay terminate and no substitute arrangements are in place. While we will endeavour to provide you with 10 Business Days' notice prior to such unavailability, this may not always be possible.

11 Liability and indemnities

11.1 Our liability to you

- (a) All express or implied guarantees, warranties, representations, statements, terms or conditions relating to these Terms and MePay that are not contained in these Terms are excluded to the maximum extent permitted by law.
- (b) We do not warrant or represent that MePay is or will remain suitable or appropriate for your needs. You acknowledge that MePay is a generic service and its scope and operation may change over time. You are solely responsible for assessing your needs to determine the ongoing suitability and appropriateness of using MePay.
- (c) Without limiting clause 11.1(a) and to the extent permitted by law, we are not responsible or liable to you for:
 - (i) any data entered into or information provided or otherwise nominated on MePay or the PropertyMe Platform by a Payer or a Payee Agent, including data or information in relation to:
 - (A) a MePay Linked Bank Account;
 - (B) a Payee Agent's Linked Credit Card; and
 - (C) Payment Instructions;
 - (ii) any PayTo Agreement entered into via Payer Banking Software or any PayID or Unique Account Number information entered into Payer Banking Software;
 - (iii) checking the accuracy or completeness of data, information or agreement described in clauses 11.1(c)(i) or 11.1(c)(ii), or ensuring that such data, information or agreement is not entered into or supplied fraudulently by the Payer or the Payee Agent;
 - (iv) checking or ensuring that:
 - (A) payments made using MePay are actually owed to the Payee nominated by the Payee Agent;
 - (B) the Payee nominated by the Payee Agent has performed the services relating to the payment or is otherwise entitled to the payment; or

- (C) the Payee nominated by the Payee Agent has actually received the relevant payment;
- (v) any Loss or Claim associated with:
 - (A) the provision of any incorrect, false or misleading data or information on MePay or the PropertyMe Platform provided by a Payer or a Payee Agent;
 - (B) a refund or reversal of an authorised Payment Instruction; or
 - (C) us acting in accordance with our obligations to a third party which may be inconsistent with these Terms, as contemplated under clause 10(c)(i);
- (vi) any Loss or Claim suffered or incurred by you arising in relation to:
 - (A) any unauthorised, mistaken, incorrect or fraudulent Payment Instruction or Disbursement; or
 - (B) any delays in processing a Payment Instruction or making Disbursements, or delays or disruptions in or the unavailability of MePay,

except to the extent that the Loss or Claim is caused by or contributed to our negligence, fraud or wilful default. Each Payer and Payee Agent agrees that we are not negligent or in wilful default if we rely on third parties for the provision of MePay and related services and the Loss or Claim arises because of the action or inaction of such third parties as contemplated under clause 11.1(c)(vii); or

- (vii) any Financial Institution Charge payable by the Payer or the Payee in accordance with these Terms;
- (viii) any action or inaction by third parties or third party systems providing services relating to MePay or upon which MePay relies, including:
 - (A) the Payments System;
 - (B) the New Payments Platform;
 - (C) financial institutions such as Australian deposit-taking institutions;
 - (D) services provided by third party payment services providers; or
 - (E) third party information systems on which MePay operates.
- (d) If any guarantee, term, condition or warranty is implied into these Terms under the Australian Consumer Law or any other applicable legislation (a "**Non-Excludable Provision**") and we are able to limit your remedy for a breach of the Non-Excludable Provision, then our liability for breach of the Non-Excludable Provision is limited to one or more of the following at our option:
 - (i) 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
 - (ii) in the case of services, the supplying of the services again, or the payment of the cost of having

the services supplied again.

- (e) Subject to clauses 11.1(f) and 11.1(g) and our obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, our maximum aggregate liability to Payers and Payee Agents, collectively, for all claims under or relating to these Terms or MePay is limited to \$100.
- (f) Subject to our obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, we are not liable for, and no measure of damages will, under any circumstances, include:
 - (i) special, indirect, consequential, incidental or punitive damages; or
 - (ii) damages for loss of profits, revenue, goodwill, anticipated savings or loss or corruption of data.
- (g) Our liability to you is diminished to the extent that your acts or omissions (or those of a third party) contribute to or cause the loss or liability.
- (h) The exclusions and limitations of liability in this clause 11.1 apply regardless of the basis on which such liability arises, whether in contract, breach of warranty, tort (including negligence), in equity, under statute, under an indemnity or on any other basis.

11.2 Not liable to a Payee

- (a) A Payee is not bound by these Terms. A Payee cannot access MePay, the PropertyMe Platform or related services.
- (b) To the extent permitted by law, we:
 - (i) have no duty or obligation to any Payee under contract, tort, statute or otherwise; and
 - (ii) not responsible or liable to any Payee under any circumstances.

11.3 Indemnities

- (a) To the extent permitted by law, a Payer must indemnify us and our related bodies corporate, and our officers and employees and officers and employees of our related bodies corporate (each an **"Indemnified Party"**), for all amounts and against any Loss or Claim arising out of, or in connection with, a breach of these Terms by the Payer or any negligence, fraud or dishonesty of the Payer or its officers or employees. This indemnity does not apply to the extent that any Loss or Claim is suffered or incurred by an Indemnified Party arising out of, or in connection with a breach of these Terms by us or by the negligence, fraud or dishonesty of an Indemnified Party. This indemnity continues after the termination of these Terms in respect of the Payer.
- (b) To the extent permitted by law, and without limiting clause 5(d)(ii), a Payee Agent must indemnify us and our related bodies corporate, and our officers and employees and officers and employees of our related bodies corporate (each an **"Indemnified Party"**), for all amounts and against any Loss or Claim arising out of, or in connection with, a breach of these Terms by the Payee Agent or any negligence, fraud or dishonesty of the Payee Agent or its officers or employees. This indemnity does not apply to the extent that any Loss or Claim is suffered or incurred by an Indemnified Party arising out of, or in connection with a breach of these Terms by us or by the negligence, fraud or dishonesty of an Indemnified Party. This indemnity continues after the termination of these Terms in respect of the Payee Agent. We may claim any amounts owing to us under this clause 11.3(b) in accordance with clause 7.2(b).

12 Warranties and representations

12.1 Your representations

- (a) By using MePay you acknowledge and represent that:
 - (i) if you are a Payer, you have read the MePay PDS;
 - (ii) you have read these Terms and agree that you are bound by these Terms; and
 - (iii) all information provided by you or on your behalf at any time to us in relation to MePay is true, correct and complete at the time it is provided. If you discover that any part of it is or may become materially false or misleading, you will advise us as soon as possible and provide updated or corrected information.
- (b) If you are a Payer, you also acknowledge and represent that you:
 - (i) are instructing us to facilitate you making payments using MePay in accordance with these Terms;
 - (ii) where MePay Direct Debit is available and is selected by the Payer, are contractually bound by the DDSA;
 - (iii) where the PayTo function is available and is selected by the Payer, are contractually bound by the relevant PayTo Agreement; and
 - (iv) have entered into the DDSA with us of your own free will and have in no way been required to enter into these Terms by any Payee Agent (including your landlord, rental provider, real estate agent or any other person with whom you may be contractually bound), either under a residential tenancy lease or any other contract.
 - (v) If you are a Payee Agent, you acknowledge and represent that you have authority from your Payees to provide Personal Information about your Payees on the PropertyMe Platform, including their name and MePay Linked Bank Account.

13 Privacy

- (a) We may collect, hold, use and disclose Personal Information about you to process your MePay application, deliver MePay to you, assist you with payment enquiries and deal with complaints. We will handle your Personal Information in accordance with our Privacy Policy. We may also collect information about Payers from Payee Agents (and vice versa), public sources, information brokers and through monitoring and recording interactions with you (e.g., phone, email and online). Some of the information we collect is required by various laws, including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and associated rules.
- (b) We may exchange your Personal Information with a Payee Agent (if you are a Payer), a Payer (if you are a Payee Agent), your authorised representatives, our related companies and our service providers (as further described in our Privacy Policy), including third parties involved in the operation of MePay.
- (c) You acknowledge that we need to collect, verify and handle Personal Information about you to enable us to deliver all parts of MePay and without that information we may not be able to facilitate certain payment types.
- (d) Unless you have told us not to, we may use your Personal Information to contact you by any means to offer you additional PropertyMe Group or third party products or services that may be of interest to you. You can change your marketing preferences by emailing us at: mepaysupport@propertyme.com.

- (e) You agree to the handling of your Personal Information in accordance with our Privacy Policy. Our Privacy Policy contains further details about our handling of Personal Information, complaints, website privacy and information regarding your rights to request access to or correct information we hold.

14 Termination

14.1 How you can terminate

- (a) If a Payee Agent terminates their subscription to MePay or the PropertyMe Platform, MePay will also be automatically terminated for both the Payee Agent and all their nominated Payers.
- (b) A Payer can stop using MePay at any time by cancelling scheduled payments.

14.2 How we can suspend or terminate

- (a) We may suspend or terminate your use of MePay at any time where:
 - (i) in respect of a Payer:
 - (A) in respect of a payment made using MePay Direct Debit, the DDSA is cancelled or withdrawn;
 - (B) in respect of a payment made using PayTo, the relevant PayTo Agreement is cancelled or terminated; or
 - (C) your MePay Linked Bank Account cannot be debited and no alternative arrangements acceptable to us are put in place; and
 - (ii) in respect of a Payer or a Payee (as the case may be):
 - (A) you fail to remedy a material breach of these Terms within five (5) Business Days' notice from us;
 - (B) third party arrangements necessary to operate MePay cease to exist or in our opinion render the ongoing operation of MePay substantially unworkable, non-functional or uneconomic to operate;
 - (C) the action of a regulator in our opinion renders the ongoing operation of MePay substantially unworkable, non-functional or uneconomic to operate;
 - (D) we believe this is necessary to protect the security, integrity or reputation of MePay;
 - (E) we think it is reasonably necessary or appropriate to manage our legal, credit or reputational risk or to prevent losses; or
 - (F) required under the PropertyMe Terms.
- (b) Upon suspension or termination of your use of MePay, we may continue to process any Payment Instructions or Disbursements received prior to suspension or termination.
- (c) We can lift a suspension or reinstate suspended use in our absolute discretion by written notice to you, and this takes effect on receipt or any later time set out in the notice, subject to you meeting any conditions set out in the notice.

14.3 Following termination

On termination of your use of MePay by you or us:

- (a) you must immediately cease using MePay;
- (b) you must comply with any reasonable direction given by us to facilitate that termination in an orderly manner; and
- (c) we may place conditions on any subsequent application by you for participation in MePay where you have previously breached these Terms.

15 General

15.1 Changes to these Terms

- (a) We may vary or modify these Terms at our reasonable discretion at any time.
- (b) We will endeavour to give you at least 10 days' prior notice (longer if required by legislation or any other code of conduct to which we subscribe) of any change that is likely to materially affect or disrupt the manner in which you use MePay, except in circumstances where such a change is due to a change by a third party providing assistance in the operation of MePay and we were not aware of the change in advance. In these circumstances we will endeavour to notify you in a reasonable time period after becoming aware of the change.
- (c) If we need to restore or maintain the security of MePay immediately, we may change your use and access to MePay without advance notice.
- (d) Any subsequent access, viewing or other use of MePay will constitute your acceptance of any new or modified terms.

15.2 Notices and electronic communications

- (a) All notices and other communications in connection with these Terms may be given electronically:
 - (i) by emailing them to the email address you have registered with us through MePay; or
 - (ii) being made available on the Website.
- (b) Where communications are made available on the Website, we will notify you of this fact by email.
- (c) You should check your emails regularly and ensure your contact details on MePay are up to date.

15.3 Severability

If any provision of the DDSA or these Terms is unenforceable, illegal or void, then it is severed and all other provisions remain in force.

15.4 Reliance

We can rely on the authority of persons who are, or who appear to us to be, authorised to act on your behalf.

15.5 Assignment

- (a) You cannot assign or otherwise deal with your rights under these Terms without our prior written

consent.

- (b) We may at any time assign or novate our rights and obligations under these Terms without your prior consent.

15.6 Governing law and jurisdiction

These Terms are governed by the law of New South Wales. You submit to the non-exclusive jurisdiction of the courts of New South Wales.

16 Definitions

In these Terms:

Australian Consumer Law means the Australian consumer law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Authentication Credential means the username and password or any other means of authentication which a Payer or Payee Agent uses to gain access to their PropertyMe Platform Payer Account and PropertyMe Platform Payee Agent Account respectively.

Bank Account means any deposit account with an Australian deposit-taking institution.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in Sydney, Australia.

Corporations Act means the Corporations Act 2001 (Cth).

DDR means a direct debit request made under the DDSA.

DDSA means a direct debit authority and service agreement set out in clause 8.

Disbursement means a disbursement of payment funds acquired by the Payee from a Payer who uses MePay.

Financial Institution Charge means:

- (a) a fee or charge levied by an ADI or a payment services provider (other than MePay Provider and Platform Operator) to give effect to a transaction in the Payments System, and includes dishonour fees and chargeback fees; or
- (b) any fee, charge, duty, levy or impost imposed by a government or a government agency in jurisdiction in relation to a transaction in the Payments System.

Invited User has the meaning given in the PropertyMe Terms.

Linked Credit Card means the credit card linked by the Payee Agent on terms contemplated under clause 5(d).

Loss or Claim means any loss, liability, action, proceeding, damage, cost or expense (including all reasonable legal costs and expenses).

MePay means the non-cash payment facility issued by MePay Provider that facilitates one-off, automatic and

recurring payments between Payers and Payees.

MePay Linked Bank Account means:

- (a) in respect of a Payer, the Bank Account described in clause 5(a); and
- (b) in respect of a Payee, the Bank Account described in clauses 5(b) or 5(c), as the case may be.

MePay Direct Debit means an electronic funds transfer arrangement made using MePay under which a Payer's funds are debited from their MePay Linked Bank Account and credited to the MePay Linked Bank Account of the Payee.

MePay PDS means the Product Disclosure Statement issued by us in relation to MePay, as amended, supplemented or replaced from time to time.

MePay Provider, we, our or us means MePay Holdings Pty Ltd (ACN 638 819 575), the issuer of MePay.

New Payments Platform means the open access infrastructure system for making fast payments in Australia known as the 'New Payments Platform' operated by NPP Australia Limited (ACN 601 428 737).

Payee means a person who, through a Payer's use of MePay, is receiving a payment from the Payer.

Payee Agent means in respect of a Payee, a person who, acting on behalf of or for the benefit of the Payee, uses MePay to facilitate the making of payments via MePay from one or more Payers to the Payee.

Payer means a person who, using MePay, is making a payment to a Payee.

Payer Banking Software means, in respect of a Payer, the mobile application or website provided by the Payer's financial institution by which the Payer can approve and/or make payments to the Payee using PayTo, PayID or Unique Account Number technologies.

PayID means the near real-time electronic funds transfer functionality operated through the New Payments Platform, which allows a Payer to pay a Payee from their MePay Linked Bank Account using a unique identifier which the Payee links to the Payee's MePay Linked Bank Account.

Payment Instruction means an instruction, on terms set out or contemplated under these Terms:

- (a) made by a Payer to their financial institution (as facilitated by us via MePay, where required, including through the use of third party payment services providers); and
- (b) processed by us for funds to be debited from that Payer's MePay Linked Bank Account and a corresponding Disbursement made to the Payee into the Payee's MePay Linked Bank Account.

Payments System means the funds transfer system in Australia (including the New Payments Platform) which allows legal persons to transfer or circulate money, and includes any instruments and procedures that relate to the system.

PayTo means the near real-time electronic funds transfer functionality operated through the New Payments Platform, which allows a Payer to pay a Payee from their MePay Linked Bank Account using their PayID or BSB and account number in accordance with the terms of a PayTo Agreement.

PayTo Agreement means a digital contract between a Payer and a Payee to initiate payments from the

Payer's MePay Linked Bank Account to the Payee's Linked Bank Account, as managed through the Payer Banking Software.

Personal Information has the same meaning as 'personal information' in the Privacy Act 1988 (Cth).

Platform Operator means the operator of the PropertyMe Platform, namely Property Me Pty Ltd (ACN 163 276 159).

Privacy Policy means the privacy policy of the PropertyMe Group available at <http://www.propertyme.com.au/privacy>, as amended or replaced from time to time.

Product Disclosure Statement or **PDS** means the Product Disclosure Statement prepared and issued from time to time by MePay Provider in relation to MePay in accordance with the requirements of the Corporations Act.

PropertyMe Group means Property Me Holdings Pty Limited (ACN 635 910 753) and its subsidiaries, including MePay Provider and Platform Operator.

PropertyMe Platform means the property management software and the Website that is operated by Platform Operator and used by Payers and Payee Agents to access certain services, including MePay.

PropertyMe Platform Payee Agent Account means an account on the PropertyMe Platform established by a Payee Agent.

PropertyMe Platform Payer Account means an account on the PropertyMe Platform established by a Payer.

PropertyMe Terms means the terms and conditions that apply to your access to, and use of, the PropertyMe Platform (as amended or replaced from time to time).

Subscriber has the meaning given in the PropertyMe Terms.

Terms means these terms and conditions that govern your application for and ongoing use of MePay.

Unique Account Number is a virtual BSB and account number assigned to a Payer for a particular payment, or type of payment, to be made by the Payer and which is linked to a Payee's MePay Linked Bank Account.

Verification Code has the meaning given in clause 6.2(b).

Website a website which hosts the PropertyMe Platform from time to time, including www.propertyme.com.au.

you or **your** means a Payer or Payee Agent, or both (as the context requires).

17 Interpretation

In these Terms the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of these Terms;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of

that word or phrase have corresponding meanings;

- (d) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (e) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its agents, successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
 - (vi) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;
 - (vii) an agreement other than these Terms includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (viii) a monetary amount is in Australian dollars and all amounts payable under or in connection with these Terms are payable in Australian dollars;
- (f) an agreement on the part of two or more persons binds them jointly and each of them severally;
- (g) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these Terms or any part of it;
- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (i) in determining the time of day where relevant to these Terms, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under these Terms, the time of day in the place where the party required to perform an obligation is located;
- (j) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
- (k) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in these Terms, it is to be calculated exclusive of that day, or the day of that act or event.