

ING 

PayTo

Terms of Use

30 August 2023



do your thing

# Do I really need to read this?

Well done, you made it to the first page. We know you'd rather be doing something else (anything else in fact) but this information is important. After you've gone through it, keep it somewhere handy, just in case.



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# 1. Definitions

## Explaining words in plain English

**Account** means an Orange Everyday account.

**Direct Debit** means an authorisation by you for someone to collect payments from your account through the Bulk Electronic Clearing System.

**Mandate Management Service** means the central, secure database of Payment Agreements operated by NPP Australia Limited.

**Migrated DDR Mandates** has the meaning given in clause 6.1

**Merchant** means a merchant with which you have established, or would like to establish, a Payment Agreement.

**NPP** means the New Payments Platform operated by NPP Australia Limited.

**NPP Payments** means a payment made through the NPP

**PayID** means an easy-to-remember piece of information (such as a phone number or email address) which is linked to an account and can be used to make payments (instead of a BSB and account number).

**Payment Agreement** means an agreement established between you and an approved Merchant or Payment Initiator, through which you authorise them to pull funds from your account through the PayTo service.

**Payment Initiator** means the party that you authorise to initiate payments against the Payment Agreement. This could be the Merchant, or a third party acting on behalf of a Merchant.

**PayTo** means the service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a Payment Agreement you have established with a Merchant or Payment Initiator that subscribes to the service.

**Transfer** has the meaning given in clause 6.2.

**Transfer ID** means a unique identification number generated by the Mandate Management Service in connection with a request to Transfer one or more Payment Agreements.

**you, your** means each person who holds an Account, whether alone or jointly.

**we, us** and **our** means ING Bank (Australia) Limited ABN 24 000 893 292, AFSL and Australian Credit Licence 229823.



## 2. Creating a Payment Agreement

- 2.1. PayTo allows you to establish and authorise Payment Agreements on your Account with Merchants or Payment Initiators who offer PayTo as a payment option.
- 2.2. Merchants and Payment Initiators will only be able to establish Payment Agreements against your Account or PayID associated to your Account. Your Payment Agreement may be declined if:
  - The Account associated to the Payment Agreement is not an Orange Everyday account
  - The PayID associated to the Payment Agreement is linked to an Account that is not an Orange Everyday account
  - The Account associated to the Payment Agreement is not active
  - The Account number listed in the Payment Agreement has a 0 before it. E.g. 065487639 instead of 65487639
  - An 'all to operate' authority is set out on the Account
- 2.3. It may take up to 24 hours for PayTo to become available on a newly created Account. During this time, Payment Agreements sent to your Account may be declined.
- 2.4. If you elect to establish a Payment Agreement, you will be required to provide the Merchant or Payment Initiator with your personal information, including the BSB and account number or PayID associated to your Account. You are responsible for ensuring the correctness of the account number or PayID you provide. Any personal information or data you provide to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of that Merchant or Payment Initiator.
- 2.5. Payment Agreements are recorded in the Mandate Management Service and the Merchant or Payment Initiator is responsible for creating and submitting these for inclusion in the Mandate Management Service. The Mandate Management Service will notify us of any Payment Agreement created or established using your Account or PayID. We will notify you of the creation of any Payment Agreement against Account or PayID. You may view the details of the Payment Agreement via Online Banking.



- 2.6. You may authorise or decline any Payment Agreement presented for your approval. We will record your response against the record of the Payment Agreement in the Mandate Management Service. If you authorise, the Payment Agreement will then be deemed to be effective.

**Warning:** Declining a Payment Agreement that is presented for your approval will prevent related PayTo payments being taken from your Account. Ensure you understand the consequences of declining a Payment Agreement before you do so. If necessary, contact the relevant Merchant or Payment Initiator as they may charge you a fee for missed or late payments or require you to make payments in some other way.

- 2.7. We will process payment instructions from a Merchant or Payment Initiator's financial institution where you have authorised the Payment Agreement connected to those instructions. Payment instructions may be submitted to us for processing immediately after you have authorised the Payment Agreement so you must take care to ensure the details of the Payment Agreement are correct before you authorise them. We will not be liable to you or any other person for loss suffered as a result of processing a payment instruction submitted under a Payment Agreement that you have confirmed.
- 2.8. If a Payment Agreement requires your authorisation within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide authorisation within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator or will expire.
- 2.9. If you believe the payment amount or frequency or other detail presented in a Payment Agreement is incorrect, you may decline the Payment Agreement and contact the Merchant or Payment Initiator and have them amend and resubmit the Payment Agreement for authorisation.



# 3. Amending your Payment Agreement

- 3.1.** Your Payment Agreement may be amended by the Merchant or Payment Initiator from time to time or by us on your instruction.
- 3.2.** If a Merchant or Payment Initiator seeks to amend a Payment Agreement, we will notify you of the proposed amendment and in some instances request that you authorise or decline the amendment. We will deliver a notification of the proposed amendment to you via email for your approval. You may authorise or decline any amendment request presented for your approval. We will record your response against the record of the Payment Agreement in the Mandate Management Service.
- 3.3.** Amendment requests which are not authorised or declined within 5 calendar days of being sent to you, will expire. If you do not authorise or decline the amendment request within this period of time, the amendment request will be deemed to be declined.
- 3.4.** If you authorise a Payment Agreement amendment request, the amendment will be effective once we record your authorisation against the record of the Payment Agreement in the Mandate Management Service.
- 3.5.** If you decline a Payment Agreement amendment request, the amendment will not be made, and the Payment Agreement will continue without amendment.
- 3.6.** If the amendment request does not reflect the updated terms of the agreement that you have with the Merchant or Payment Initiator, you can decline the request and contact them to have them resubmit the amendment request with the correct details. We cannot vary the details in an amendment request submitted by the Merchant or Payment Initiator.
- 3.7.** Once a Payment Agreement has been established, you may only amend your Account or PayID details in the Payment Agreement. Account details may only be replaced with the BSB and account number of an Orange Everyday account or PayID associated to an Orange Everyday account you hold with us. You may not request us to amend the details of the Merchant or Payment Initiator, or another party.



## 4. Pausing and Resuming your Payment Agreement

- 4.1. You can instruct us to pause and resume your Payment Agreement via Online Banking or by contacting us on 133 464. We will promptly act on your instruction to pause or resume a Payment Agreement by updating the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor each time you pause or resume a Payment Agreement.
- 4.2. A Payment Agreement may also be paused or resumed by the relevant Merchant or Payment Initiator. We will notify you each time one of your Payment Agreements is paused or resumed by the Merchant or Payment Initiator.
- 4.3. We may, acting reasonably, pause any Payment Agreement if:
  - a) the Account associated to the Payment Agreement has been restricted, such as by way of a stop or freeze. (Please see the 'Putting the brakes on' section in your Account terms and conditions); or
  - b) the PayID associated to the Payment Agreement is locked or closed.

If we pause a Payment Agreement for either of these reasons, we will resume the Payment Agreement once the Account or PayID restrictions are removed.

We may also, acting reasonably, pause a Payment Agreement if we reasonably suspect that it is fraudulent.

If we pause a Payment Agreement for this reason, we will resume it if we are satisfied—either through our investigations or your confirmation—that there is no fraud in relation to that Payment Agreement.

We will notify you and the Mandate Management Service if we pause or resume a Payment Agreement.

- 4.4. While a Payment Agreement is paused, we will not process any PayTo payment requests we receive in connection with it. PayTo payments will resume once a paused Payment Agreement is resumed.





**Warning:** Pausing a Payment Agreement will prevent related PayTo payments being made from your Account. Ensure you understand the consequences of pausing a Payment Agreement before you do so. If necessary, contact the relevant Merchant or Payment Initiator as they may charge you a fee for missed or late payments, or require you to make payments in some other way.

**4.5.** We will not be liable to you or any other person for any loss that you or any other person suffers as a result of a Payment Agreement being paused by you, or the Merchant or Payment Initiator.



## 5. Cancelling your Payment Agreement

- 5.1. You can cancel your Payment Agreement at any time via Online Banking or by contacting us on 133 464. We will promptly act on your instruction to cancel a Payment Agreement by updating the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the cancellation.
- 5.2. A Payment Agreement may also be cancelled by the relevant Merchant or Payment Initiator. We will notify you if one of your Payment Agreements is cancelled by the Merchant or Payment Initiator.
- 5.3. We may cancel any Payment Agreement if:
  - a) the Account associated to the Payment Agreement is closed; or
  - b) the PayID associated to the Payment Agreement is de-registered.We will notify you and the Mandate Management Service if we cancel a Payment Agreement. The Merchant or Payment Initiator associated to the Payment Agreement will also be notified of the cancellation.
- 5.4. We will not process any PayTo payment requests we receive from the Merchant or Payment Initiator in connection with a Payment Agreement after it has been cancelled.

**Warning:** Cancelling a Payment Agreement will stop related PayTo payments being made from your Account. Ensure you understand the consequences of cancelling a Payment Agreement before you do so. If necessary, contact the relevant Merchant or Payment Initiator as they may charge you a fee for missed or late payments, or require you to make payments in some other way.

- 5.5. We will not be liable to you or any other person for any loss that you or any other person suffers as a result of a Payment Agreement being cancelled by you, the Merchant or Payment Initiator.



# 6. Transferring your Payment Agreement

- 6.1.** Where it is not possible to Transfer your Payment Agreement to another financial institution through ING as set out in this clause 5, you can request that the Merchant or Payment Initiator send through a new Payment Agreement to another financial institution after cancelling your current Payment Agreement.
- 6.2.** Where we make it available, you may elect to have payments under your Payment Agreement made from an account at another financial institution through Online Banking We will provide you with a Transfer ID to provide to your other financial institution to enable them to complete the transfer.
- 6.3.** The other financial institution will be responsible for having you authorise the Transfer of the Payment Agreement and also updating the Payment Agreement in the Mandate Management Service. The updated Payment Agreement will become effective upon being updated in the Mandate Management Service.
- 6.4.** Until the Transfer is completed, the Payment Agreement will remain linked to your Account with us and payments under the Payment Agreement will continue to be made from your Account with us. If the other financial institution does not complete the Transfer within 14 calendar days, the Transfer will be deemed to be ineffective and payments under the Payment Agreement will continue to be made from your Account with us.
- 6.5.** To Transfer a Payment Agreement that you have with another financial institution to us, you will need to obtain a Transfer ID from that institution and provide it to us through Online Banking. Where you instruct us to process a Transfer of a Payment Agreement from another financial institution to us, we will use reasonable endeavours to do so within 14 calendar days. We do not guarantee that all Payment Agreements can be transferred to us. If we are unable to complete a Transfer, we will notify you and advise you of your options.



# 7. Migration of Direct Debit Arrangements

- 7.1. Merchants and Payment Initiators who have existing Direct Debit arrangements with you, may establish Payment Agreements for these, called Migrated DDR Mandates—to process payments under those arrangements via the NPP rather than the Bulk Electronic Clearing System.
- 7.2. You are entitled to prior written notice of variation to your Direct Debit arrangement and changed processing arrangements, as specified in your Direct Debit agreement, from the Merchant or Payment Initiator. If you do not consent to the variation of the Direct Debit arrangement you must advise the Merchant or Payment Initiator.
- 7.3. If you do not advise the Merchant or Payment Initiator that you do not consent to your Direct Debit arrangement being migrated to PayTo, the Merchant or Payment Initiator may create a Payment Agreement in the Mandate Management Service that reflects the terms of your Direct Debit agreement. The Payment Agreement will be deemed to have been approved by you. We will not seek your approval of a Payment Agreement that relates to a Migrated DDR Mandate.
- 7.4. Once the Migrated DDR Mandate has been created by the Merchant or Payment Initiator, no payments will be able to be deducted from your Account against the Payment Agreement for up to 5 calendar days. It is your responsibility to review the terms of the Migrated DDR Mandate in this time. If you do not agree to the terms, you may cancel the Migrated DDR Mandate within this time to avoid payments from being deducted against it. If you decide to cancel a Migrated DDR Mandate within this 5 calendar day period, the Merchant or Payment Initiators may decide to maintain and rely on your existing Direct Debit arrangement.
- 7.5. You may:
  - a) amend, pause (and resume), cancel or Transfer your Migrated DDR Mandates; or
  - b) receive notice of amendment, pause or resumption, or cancellation initiated by the Merchant or Payment Initiator,in the manner described in Sections 3, 4 and 5 above.



# 8. General PayTo Obligations

## 8.1. Your responsibilities

- 8.1.1. You must ensure that you carefully review the terms of any Payment Agreement creation request, or amendment request made in respect of your Payment Agreements or Migrated DRR Mandates and promptly respond to such requests. We will not be liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a Payment Agreement or Migrated DRR Mandate.
- 8.1.2. You must notify us immediately if you no longer hold or have authority to operate the Account from which a payment under a Payment Agreement or Migrated DRR Mandate have been or will be made.
- 8.1.3. You must promptly respond to any notification that you receive from us that requires your response regarding the pausing or cancellation of a Payment Agreement or Migrated DRR Mandate for misuse, fraud or for any other reason. We will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.
- 8.1.4. You are responsible for ensuring that you comply with the terms of any agreement that you have with a Merchant or Payment Initiator, including any termination notice periods. You acknowledge that you are responsible for any loss that you suffer in connection with the cancellation or pausing of a Payment Agreement or Migrated DRR Mandate by you which is in breach of any agreement that you have with that Merchant or Payment Initiator.
- 8.1.5. You are responsible for ensuring that you have sufficient funds in your Account to meet the requirements of all your Payment Agreements and Migrated DRR Mandates. Subject to any applicable laws and binding industry codes, we will not be responsible for any loss that you suffer because of your account having insufficient funds. The terms and conditions for your Account, which are available at [ing.com.au](http://ing.com.au), will apply in relation to circumstances where there are insufficient funds in your Account.
- 8.1.6. If you:



- a) receive a Payment Agreement creation request; or
- b) become aware of a payment being made from your Account that you were not expecting or, that is not permitted under the terms of your Payment Agreement or Migrated DDR Mandate or that was not otherwise authorised by you; or
- c) notice any other suspicious or erroneous activity on your Account,

please contact us as soon as possible on 133 464.

We will not be liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement or Migrated DDR Mandate.

- 8.1.7.** From time to time you may receive a notification from us requiring you to confirm that all of your Payment Agreements and Migrated DDR Mandates are accurate and up to date. You must promptly respond to any such notification. Failure to respond may result in us pausing those Payment Agreements or Migrated DDR Mandates.
- 8.1.8.** All intellectual property, including but not limited to the PayTo trademarks and all documentation, remains our property, or that of our licensors.
- 8.1.9.** By using the facilities that we provide to you in connection with establishing and managing your Payment Agreements and Migrated DDR Mandates, you are responsible for ensuring that:
  - a) all data you provide to us or to any Merchant or Payment Initiator that subscribes to PayTo is accurate and up to date;
  - b) you do not use PayTo to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person; and
  - c) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person.
- 8.1.10.** You must comply with all applicable laws in connection with your use of PayTo.
- 8.1.11.** You may terminate this agreement by cancelling any Payment Agreements established in respect of your Account or the PayID associated with your Account.



## **8.2 Our responsibilities**

- 8.2.1.** We will accurately reflect all information you provide to us in connection with a Payment Agreement or a Migrated DDR Mandate in the Mandate Management Service.
- 8.2.2.** We may monitor your Payment Agreements or Migrated DDR Mandates for misuse, fraud, and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements or Migrated DDR Mandates if we reasonably suspect misuse, fraud, or security issues. We will promptly notify you via email of any such action where we pause or cancel your Payment Agreement.



# 9. Changes to these Terms of Use

- 9.1.** We may make changes to these PayTo Terms and Conditions at any time for one or more of the following reasons:
- (a) to comply with any change or anticipated change in any relevant law, code of practice, procedure, guidance or general banking practice;
  - (b) to reflect any decision of a court, ombudsman or regulator;
  - (c) to reflect a change in our systems or procedures, including for security reasons;
  - (d) as a result of changed circumstances (including adding benefits or new features);
  - (e) to respond proportionately to changes in the cost of allowing you to receive Payment Agreements or Migrated DDR Mandates, make PayTo payments, or amending and managing your Payment Agreements or Migrated DDR Mandates;
  - (f) to make them clearer.
- 9.2.** Where we make changes to these PayTo Terms and Conditions, we will give you notice by email or through Online Banking as soon as reasonably possible. If we believe that a change is unfavourable to you, then we will give you notice at least 30 days before the change comes into effect.
- If you do not accept the changes to these PayTo Terms and Conditions, you may terminate this agreement in accordance with clause 7.1.11.
- 9.3.** We may terminate this agreement:
- (a) in the event that the PayTo service ceases to be available as a payment option for ING to offer in respect of the Account; and
  - (b) by providing you with reasonable notice.





# 10. Privacy

- 10.1.** If you are party to a joint Account, we will send all relevant notifications in relation to Payment Agreements and Migrated DDR Mandates associated to that account to both account holders.
- 10.2.** By confirming a Payment Agreement and/or permitting the creation of a Migrated DDR Mandate against your Account with us, you acknowledge that you authorise us to collect, use and store your name and Account details or PAYID and the details of your Payment Agreements and Migrated DDR Mandates in the PayTo database, and that these details may be disclosed to the financial institution or payment processor for the Merchant or Payment Initiator, for the purposes of creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your Account. For more information on how your personal information will be handled by ING, you may refer to ING's Privacy Policy.



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