

## Product Addendum Virtual Account Service Terms ("Virtual Account Service Terms")

### 1. Definition and Interpretation

- 1.1. Reference is made to our General Terms Governing Accounts and Services (Non-Individual Customers) (the "**General Terms**") and your Country Addendum thereto as may be applicable, each as may be amended, restated, supplemented or varied by us from time to time (the "**Customer Agreement**"). This is a "**Product Addendum**" referred to in the General Terms.
- 1.2. Capitalised terms used but not defined in this Product Addendum shall have the meaning given to them in the Customer Agreement.
- 1.3. In the event of any conflict or inconsistency between any of the provisions of these Virtual Account Service Terms and any of the provisions of the Customer Agreement, the provisions of these Virtual Account Service Terms shall prevail to the extent necessary to give effect to these Virtual Account Service Terms.
- 1.4. In opening and/or maintaining any Account with us and by utilising the Virtual Account Service provided by us, you agree to be bound by these Virtual Account Service Terms.
- 1.5. In these Virtual Account Service Terms, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires:
  - "Biller Code" refers to the billing code assigned by us to you under the Virtual Account Service.
  - "Client" refers to your client who is authorised by you to make payment to your Account using the Virtual Account Service.
  - "Virtual Account Service" refers to our service of providing you with Virtual Account(s) and records of payments made to your Virtual Account(s) to facilitate your reconciliation of payments to your Virtual Account(s). Such records may take the form of statements of accounts and (if there are transactions on your Virtual Account(s)) transaction reports.
  - "Virtual Account" refers to a unique identifier which is a combination of a fixed Biller Code as assigned by us and a variable reference number as assigned by us or by you. The Virtual Account number is mapped to your Account.

### 2. Customer's Responsibilities

- 2.1. You acknowledge and agree that you will have the following responsibilities:
  - (a) to ensure that the Virtual Account is used only by your Client to make payments to the Virtual Account;
  - (b) to be responsible for the maintenance and control of the Virtual Account, allocation and assignment of the Virtual Account to your Client, and communications to your Client in relation to the Virtual Account;



- (c) to inform your Client to commence using the Virtual Account number for payment after we have completed the setup and maintenance of the Virtual Account which you have requested for;
  - (d) to terminate any Virtual Account that is no longer in use by you or your Client;
  - (e) to inform your Client not to make payment to the Virtual Account after the Account has been closed or after we have notified you that we have cancelled or withdrawn the use of the Virtual Account Service;
  - (f) to be responsible for all transactions effected through the use of the Virtual Account Service, whether authorised by you or not and whether effected by your Client or not.
- 2.2. You shall also notify us immediately if you know of or suspect any unauthorised transactions or payments received through the use of the Virtual Account Service. You agree to comply with all our requests for assistance to investigate and identify the payments.

### **3. Exclusion and Indemnity**

- 3.1. In addition and without limiting any right or remedy which we may have (at law or under these Virtual Account Service Terms or otherwise), as long as we act in good faith in providing the Virtual Account Service, we shall not be liable to you for any Loss whatsoever suffered by you in connection with the Virtual Account Service, notwithstanding any breach by us of our obligations to you.
- 3.2. In addition to and without limiting any of our other rights or remedies (at law or under these Virtual Account Service Terms or otherwise), you shall indemnify and hold us harmless from and against any Loss whatsoever suffered or incurred by us, including all legal fees and costs (on a full indemnity basis) as a result of any of the following:
- (a) any act or default by you in the operation and use of any system or software installed or used by you; and
  - (b) any virus, default, defect, deficiency or malfunction in and or any breakdown, disruption or failure of any software or any telecommunications, computer or other electronic equipment or system owned, operated and/or maintained by or on behalf of us, due to or caused by you accessing and/or utilising the Virtual Account Service.

### **4. Modification and Termination of the Service**

You may upon at least 30 days' prior written notice to us, terminate the Virtual Account Service.

### **5. Rights and Remedies**

Our rights and remedies under these Virtual Account Service Terms are cumulative, and are without prejudice and in addition to, any other rights and remedies which we may have under the Customer Agreement, any other contract, at law or in equity. Our exercise of any one right or remedy, shall not operate to hinder or prevent the exercise of any other right or remedy by us.

