



# Merchant Agreement

**How to use your merchant facility  
Terms and conditions**

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# Welcome

## Who should read this booklet?

This booklet contains the terms and conditions which apply to your Facility and forms part of your contract with us and applies to all facilities, including terminal-based facilities and online solutions.

Having a clear picture of how to use your Facility, and the terms and conditions that apply, can help both you and us avoid misunderstandings.

It's important that you read this booklet so that you understand:

- what you need to do to use your Facility properly; and
- your obligations to us and our obligations to you.

We recommend you keep this booklet in a safe place for future reference. If you do lose it, you can call us and we will give you another copy or you can download a copy from our website.

How to use the booklet:

### **Part 1 - Where to get help**

Numbers to call and websites to visit to get more information.

### **Part 2 - How to use your Facility**

Explains how you must operate your Facility, e.g. getting started, accepting Payments, handling refunds, minimising disputes and chargebacks.

### **Part 3 - Terms and conditions**

Sets out certain obligations that define the legal relationship between you and us. This includes what each of us is responsible for.

### **Part 4 - Optional products and features**

Explains the rules that govern certain third party applications and optional products and services available through your Facility.

Some of these optional products may be provided by or through the assistance of third party providers who may have separate terms and conditions which apply to the optional product.

## **Part 5 - Meaning of words**

This part lists some key terms used in this document and what they mean. To assist you in understanding which terms are defined, we have capitalised them throughout this booklet.

# Part 1: Where to get help

Here are the contact details to use:

## Help or advice on operating your Facility

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Online **commbank.com.au/merchantsupport**

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General enquiries Freecall **1800 230 177**  
24 hours, 7 days

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Stationery ordering **commbank.com.au/eftposstationery**

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Suspected Card fraud Freecall **1800 023 919** and press 1  
24 hours, 7 days

## Obtaining authorisation

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eftpos Freecall **1800 813 700**  
24 hours, 7 days

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Visa and Mastercard Call **13 26 36**  
24 hours, 7 days

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AMEX/JCB Call **1300 363 614**  
24 hours, 7 days

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Diners Club Call **1300 360 500**  
24 hours, 7 days

## **Part 1: Where to get help**

If you have a complaint, contact us in the first instance, we will make a record and give you the name of a contact person who is handling your complaint and a way to contact them. Within 21 days, we will provide a response to the complaint or advise you of the need for more time to complete our investigation. If we are unable to provide a final response to your complaint within 45 days, we will:

- inform you of the reasons for the delay and when we reasonably expect a decision;
- thereafter give you monthly progress updates;
- advise of your right to complain to the Australian Financial Complaints Authority (AFCA); and
- provide you with AFCA contact details.

# Part 2: How to use your Facility

## 2.1 About this part

In this part we explain how to:

- operate your Facility; and
- manage risks relating to customer disputes and chargebacks.

For other useful information about your Facility, please refer to our Merchant services website at: [commbank.com.au/merchantservices](http://commbank.com.au/merchantservices).

## 2.2 Getting started – eCommerce Facilities

### 2.2.1 Activating your eCommerce merchant facility

To access and use your eCommerce Facility, you will be allocated a user name and after first logging in using a password we send you, you must choose a password (which meets our security requirements).

You must use your user name and your password each time you wish to access and use this service.

To make, change or delete a Payment to us, you must input your user name and password.

You must ensure that your password is kept secure at all times and is not disclosed to any other person. If another person knows your user name and password they can access your information and conduct Transactions as if they are you. You must tell us promptly if you are aware or suspect that your password is known to another person and must also promptly change your password.

Access to your information and Transactions made by inputting your user name and password are deemed to be authorised by you unless they occur after you have told us that you are aware or suspect that your password is known to another person.

- You are responsible for ensuring the security of your computer and internet access when accessing the service, including using up to date anti-virus and internet security software.



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- If you utilise a Single Sign On (SSO) service you must implement controls to ensure only intended users have access to your Facility and that the passwords of these users comply with the security obligations in this booklet.
- All information on the service is believed to be accurate and has been provided in good faith to the Bank, but the Bank makes no representation or warranty as to the accuracy or completeness of the information available through this service.

### **2.2.2 Your website obligations**

Any business accepting Payments via a website must comply with the Website Requirements Policy on our website. Refer to the FAQ section under 'What information do I need to display on my website' – [Take online payments \(commbank.com.au\)](https://www.commbank.com.au),

In addition to complying with the Website Requirements Policy, you must ensure that all content you place on your website, and our hosted page services is materially accurate and not misleading or deceptive, does not violate or infringe on the rights of any third party, is not libellous, threatening or obscene and complies with all applicable Australian and international laws and regulations.

You indemnify us and our suppliers, and shall keep us and our suppliers indemnified, against any claim by a third party that any uploaded material breaches a third party's intellectual property.

### **2.2.3 If you are a Direct Debit User**

If we agree to you receiving Payments through the bulk electronic clearing system administered by the Australian Payments Network you agree to be bound by our Receivables Terms and Conditions which can be found here: [commbank.com.au/receivablesterms](https://www.commbank.com.au/receivablesterms).

### **2.2.4 Your customer terms and conditions**

You must publish terms and conditions that have been approved by us, for your customers, if you are processing debits from their

## **Part 2: How to use your Facility**

bank accounts. Any change to the terms and conditions must be approved by us and must be notified to your customers 14 days in advance.

### **2.3 Getting started - Terminals**

Where your Facility includes a terminal, here are the steps you need to follow to get started:

#### **Step 1 - Planning ahead**

You should identify a safe location for the installation of terminals and any other equipment which is unobstructed, free of clutter and any other hazards. For your safety, terminals should be treated with the same care as any other electronic equipment.

You should think about which staff you will allow to use your Facility, and ways to restrict their access. You should also explain this booklet to your staff and how it affects them.

#### **Step 2 - Establishment of Facility and installation of terminals and equipment**

Depending on your merchant product, our installers may contact you to arrange access to your premises. On the appointed day, they will install the terminal and any other equipment that we've agreed to provide you.

If you use your own equipment or software, then it must comply with our security and other requirements.

#### **Step 3 - Setting your password**

Our terminals come with a password which must be used when conducting certain Transactions, e.g. when processing refunds.

You must change the default password when you first use the terminal. You should also change your password on a regular basis and limit access to trusted staff.

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### **Step 4 - Stationery**

To ensure your terminal works properly, you must use our stationery. We give you an initial supply of stationery to get you started.

### **Step 5 - Initial training**

Depending on your merchant product, either our installers will provide start-up training on how to operate the equipment or you will be provided a training video.

You should then in turn train any other staff who will use the Facility.

## **2.4 Looking after our terminals and other equipment**

### **2.4.1 Safety and maintenance**

It is important you care for any terminal or other equipment we provide you and to keep them in good condition and unobstructed.

Liquids and dust may damage terminal components and like other electronic devices may create a safety hazard or otherwise prevent optimal performance. It's important you regularly clean and inspect our terminals for potential hazards.

Do not allow the power cables to become frayed, snagged or entangled. If these are damaged or distressed, or if you are concerned for any other reason, then you should contact us immediately.

Further, you must ensure that any terminals or other equipment we provide you:

- are not altered, repaired or maintained by parties not authorised by us;
- are not connected to any peripheral with cables or accessories not certified by us;

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- are not operated outside of the product specifications;
- do not suffer from abuse, negligence, accident, liquid spillage, pest infestation, floods or lightning damage;
- are not tampered with, opened or have a serial number that has been removed;
- are not operated with operating supplies, including paper, accessories, chargeable batteries not certified by us; and
- do not have software installed by unapproved providers.

Any terminal or other equipment we provide you, except the Smart Mini, remains our property. Do not tamper with, remove terminal housing or attempt to repair any terminals or other equipment provided by us, yourself. You will be responsible for any damage to the terminal or other equipment.

The Smart Mini reader and the Smart Mini dock are items which you purchase from us, and accordingly they will be your property and you will be responsible for maintenance or repair costs.

If you have any concerns about any terminals or other equipment we provide you, contact us immediately. We will repair or replace any faulty terminals or equipment as soon as reasonably practicable. Please use the downtime procedures until it is fixed or replaced.

For further tips on maintaining our equipment, please refer to our FAQs on our website.

### **2.4.2 Terminal security**

It is important that you keep your terminal secure and prevent unauthorised access.

If your terminal is tampered with, this could lead to events such as Card or PIN details being copied or stolen by fraudsters.

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To protect your terminal:

- keep the terminal in a secure location;
- never leave your terminal unattended (or put it away if you need to leave the area);
- you should think about how customers can access the terminal so that they can protect the entry of their PIN into the terminal by way of shielding with their hand or body.
- you need to ensure that security camera's will not be positioned or focused on the terminal so that PIN entry can be recorded.
- check the terminal regularly for any skimming devices and check the surrounding areas for any cameras;
- don't disclose your terminal password to anyone, or only tell staff you trust to process refunds. They must keep the password secret;
- there may be times when our installer needs to work on the terminal, e.g. to inspect or replace it. Make sure they have an appointment and provide ID, and if you're suspicious or have any questions call us on **1800 230 177**; and
- call us immediately on **1800 230 177** if the terminal, card imprinter, or stationery or any other equipment associated with your Facility is stolen or tampered with.

### 2.4.3 Software

Some facilities require separate operating software to be installed. If this applies you must only use software that we provide or agree that you can use. All software may only be used in accordance with the licence conditions.

### 2.4.4 Using equipment and software not provided by us

If you use your own equipment or software, you must ensure it complies with our security and other requirements. You may be required to make upgrades when our standards change.

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### **2.5 Ordering additional stationery**

To order stationery, visit [commbank.com.au/eftposstationery](http://commbank.com.au/eftposstationery). If you don't have access to the internet, call us on **1800 230 177**. At the time you place your order we will tell you the costs, including postage. Please allow five Banking Days for delivery.

### **2.6 Transactions above floor limit**

You must obtain our authorisation before accepting a Transaction above your floor limit. If you are unsure of your floor limit, please contact us.

#### **2.6.1 What is an authorisation?**

An authorisation is when we confirm through the Cardholder's bank that:

- the Card number exists and the expiry date is valid;
- the Card number has not been reported lost or stolen as at that time; and
- enough funds are available to allow the Transaction to proceed.

If you process a Transaction electronically, we automatically obtain the authorisation for you. If the merchant services system is down, for a Transaction above the floor limit, you will need to obtain authorisation by calling us to process an offline transaction. Please note offline authorisation is not available on UnionPay International.

#### **2.6.2 Floor limits**

A 'floor limit' is the highest Transaction amount you can process during system downtime without contacting us to obtain authorisation.

- Please note: you have two floor limits - one for credit card Transactions and another for debit card Transactions;
- some cards have a pre-set offline Transaction limit which may prevent Transactions being processed up to your floor limit;

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- for all Transactions where the Cardholder is not present, the floor limit is \$0 (i.e. all these Transactions must be authorised);
- you must never disclose your floor limit to Cardholders;
- your floor limit is provided in the welcome letter we send you when your Facility is approved. If you are unaware of your floor limit, please contact our merchant support team for assistance.

### 2.7 If the system is down

If the merchant services system is down, depending on whether you have Store and Forward, you may not be able to obtain electronic authorisation and will need to call us.

#### 2.7.1 If you have Store and Forward

Most terminals come with a Store and Forward mode that comprises of:

- a transaction floor limit for debit and credit cards below which transactions can be completed without an authorisation code;
- a transaction count for the number of transactions that may be stored when offline and forwarded to the Bank for processing when reconnected;
- a set of response codes that apply when the terminal goes into Store and Forward mode.

If you're not sure whether you have this, call us on **1800 230 177**. Store and Forward allows you to continue to process Transactions under your floor limit in the usual way even when the terminal cannot connect to the Bank. The terminal prints a receipt which the Cardholder must sign.

**Note:** The Cardholder's PIN will not work during system downtime. Please ask them to sign the Transaction receipt and verify their signature.

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When the merchant services system is restored, the terminal automatically sends these Transactions to us.

If a Transaction is over your floor limit, the screen on your terminal will display a message 'input authorisation number'. In this case you should call the authorisation centre:

1. Enter the last 7 digits of your merchant number and the Transaction details when prompted for authorisation;
2. Key into the terminal the authorisation number provided;
3. The terminal then prints a receipt for the Cardholder to sign and asks you whether you've obtained a valid signature;
4. If you are satisfied the Cardholder's signature is valid, press 'Yes'. The system will then automatically send the Transaction for processing once the system is restored.

### 2.7.2 If you don't have Store and Forward

If you have a terminal that doesn't have Store and Forward, depending on the type of merchant facility you have, you may be able to use offline paper vouchers to process the Transaction manually.

Remember, if a Transaction is above your floor limit you must obtain a 6 digit authorisation number which must be documented on the offline paper voucher or entered into the terminal as prompted.

**Note:** Inputting an invalid or incorrect authorisation number may impact the assistance we can offer you in disputing a chargeback. In more serious instances it may lead to Card Scheme penalties or the termination of this Agreement.

### Time limit

If we give you authorisation, the amount is reserved against the Cardholder's account until the Transaction is processed.



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You must process or submit the Transaction to us within five Banking Days of authorisation or it will expire and you will lose the benefit of the authorisation.

### **2.8 Refunds**

Refunds on Card Transactions must be returned to the same account used for the original sale where that account can be identified. If you give a refund to an account which is different to the account used in the original Transaction you may be breaching Card Scheme rules and will be wholly liable for any chargeback claim or dispute in respect of the original Transaction, regardless of whether we allowed you to process the refund. Never give cash refunds for Card Transactions.

When calculating refunds, you are responsible for the calculation and should rely on your own records, not solely on our reporting.

#### **2.8.1 Refunds using a terminal**

If you use a terminal, you can process refunds by selecting 'Refund' as the Transaction type on your terminal. The terminal will ask for a password.

#### **Refunds during downtime**

Aside from the Smart Mini, if your terminal is offline, use offline paper voucher to process the Transaction manually and include the refund amount on the Merchant Summary voucher under 'offline refund/credit vouchers'.

If the value of the refund/credit vouchers exceeds that of the sales vouchers on any Merchant Summary, you must have the difference available in Your Account from the time you have posted the envelope to enable us to debit Your Account for the amount.

The Smart Mini does not provide offline paper vouchers to process refunds and you will need to wait until the Smart Mini is online to process refunds.

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### **2.9 Securing Cardholder information**

When you accept Cards, you will be handling or transmitting Card and Cardholder details that are highly confidential.

Here are some of the things you must do to keep that information safe.

#### **2.9.1 Always:**

- ensure that any Card information that you transmit across the internet or other networks or that you store is encrypted in accordance with the Payment Card Industry Data Security Standard or any other prevailing card data security standard we advise you of from time to time;
- ensure that information you store is only accessible to people who are authorised to manage or view that data;
- store any records containing information such as copies of offline paper vouchers in a secure place only accessible by authorised people;
- after the period you need to keep the records has ended, destroy the records and any information in a way that ensures any information is unreadable.

#### **2.9.2 Never:**

- disclose or share any Card information with staff or any third party
- request, use or store a Card number for any purpose that is not related to a Transaction;
- process a Card through any card reading device not authorised by us;
- ask for a Cardholder's PIN;
- store a Cardholder's Card, PIN or CVV;

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- require the Cardholder to complete postcards or other forms that would result in account data being in plain view when mailed;
- require the Cardholder to provide their CVV or PIN on any written form.

### **2.10 Minimising fraud**

By accepting Cards you provide convenience for both you and your customers, but there are risks.

One of the key risks is that third parties may use Cards or Card details fraudulently. You need to be concerned about this because fraud could lead to chargebacks and other losses to your business.

#### **2.10.1 Examples of fraudulent use**

Here are some common examples of fraudulent use of a Card:

- someone uses a stolen Card or account number to purchase goods or services fraudulently;
- someone known to the Cardholder uses a Card to order goods or services but has not been authorised to do so by the Cardholder;
- the Cardholder falsely claims that goods or services were not received;
- fraudsters run consecutive numbers on an internet site or Interactive Voice Response (IVR) in an attempt to find a valid Card number that they then use to purchase goods or services fraudulently;
- someone uses a stolen Card or account number to make a purchase and returns later requesting a refund to their own Card;
- someone makes a large order over the phone or online using a stolen Card or account number and requests part of the funds to be transferred to another account;

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- someone manually enters stolen Card or account number details on the terminal or online merchant facility.

### 2.10.2 Some basic precautions

Make sure that you have policies and procedures for handling irregular or suspicious Transactions. Remind your staff that they must take steps to verify that the Cardholder is who they say they are.

Also, keep records of all Transactions and proof of delivery of goods or services for at least six months after the event.

Remember: Transaction authorisation doesn't guarantee that the purchaser is the true Cardholder.

### 2.10.3 Tricks of the fraudster

Fraudulent orders usually share a number of characteristics, especially for Card-not-present Transactions e.g. made over the internet, or by mail order or telephone order (often referred to as 'MOTO').

If you suspect the Transaction may be fraudulent, contact us immediately on **1800 230 177**.

Here are some warning signs of possible fraud. One warning sign on its own may not necessarily be cause for alarm, but pay special attention if more than one factor is present:

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<b>Rush orders</b>	Urgent requests for quick or overnight delivery.
<b>Random orders</b>	Customers who don't seem to care if a particular item is out of stock or isn't available in the style/colour originally requested.
<b>Out of character orders</b>	Transaction amount is inconsistent with the average transaction size of a typical order received.

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<b>Suspicious delivery address</b>	Use of a post office box or an office address. If your business doesn't typically export goods, use caution when shipping to international addresses, particularly if you are dealing with a new customer or a very large order.
<b>Multiple cards</b>	If a customer wants to pay with multiple Cards.
<b>Multiple purchases on one Card in a short period of time</b>	Multiple Transactions are charged to one Card over a very short period.
<b>Terminal misuse</b>	If a customer is taking a long time to enter their PIN, or is suspiciously handling the device.
<b>Manual Card number entry</b>	A customer requesting to manually enter their Card number on the terminal.
<b>Hesitation (telephone orders or where the Card is presented)</b>	A customer hesitates or seems uncertain when giving personal information, such as a postcode or the spelling of a street or family name.

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### 2.10.4 Card-present Transactions

Never accept a Card if:

- the terminal doesn't recognise the Card;
- the Card or the signature has been visibly altered or tampered with;
- the signature doesn't match that on the back of the Card;
- the Card is damaged.

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If any of these occur, ask for another form of Payment. This applies to all Card types.

### **Other things to look for**

Although having the Card available at the time of the Transaction gives some protection from fraud, there are still things you can look out for to reduce the risk even further:

- does the number on the Card match the number on the receipt?
- does the name match the customer?
- is the embossing on the Card clear and even, and does the printing look professional?
- does the signature on the Card match the signature on the sales slip?

Cardholder ID must be requested for certain Transactions only, such as manual cash disbursement or if you suspect fraud. If an ID has expired, does not match the name on the Card or the Cardholder does not provide identification, you can choose not to accept the Card.

You should also:

- process all transactions online using the terminal or seek a manual authorisation number;
- not hand-key in Transactions unless you have been approved to use MOTO functionality;
- arrange an alternative form of payment or use of another Card, if the terminal response is 'declined';
- be wary if a customer presents a Card that is rejected and then switches to another Card;
- make sure you don't process Transactions for someone else. Not only will you be liable for any chargebacks, we may also terminate your Facility if you do.

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### 2.10.5 Card-not-present Transactions (where the customer is not present)

Card-not-present Transactions will require prior approval before enabling on any terminal.

Transactions of this nature carry a higher risk of fraud as Transactions are processed without the Card being swiped, inserted or manually imprinted by the merchant (e.g. Mail Order, Telephone Order, Internet based or manually keyed Transactions). As a result, you can't check whether the person you are dealing with actually has their Card with them or whether their signature matches that on their Card.

By carrying out some of the following checks (where appropriate, depending on the Transaction method) you can significantly reduce the incidence of fraudulent activity.

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<b>Check 1</b>	<b>For online solutions, use additional security features such as fraud scrubbing or two-factor authentication tools such as 3D Secure</b>
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<b>Check 2</b>	<b>For online solutions, use 'Card Verification Value' (CVV)</b>
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Ask the customer to input the CVV located on the Card signature panel or on the front of their Card.

Verifying the CVV doesn't guarantee that the Card is not stolen or being used by someone who is not authorised to use the Card. It increases the likelihood that the person making the Transaction has the Card in their possession.

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<b>Check 3</b>	<b>Ask for comprehensive customer details and do validity checks</b>
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Take reasonable steps to satisfy yourself of your customer's identity.

## Part 2: How to use your Facility

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<b>Check 4</b>	<b>Follow up with an order confirmation</b> Call the customer some time later to confirm order details before delivering.
<b>Check 5</b>	<b>Ask for identification on delivery and don't leave goods at unattended addresses</b>
<b>Check 6</b>	<b>Use minimum and maximum Transaction amount controls</b> The size of the amounts will vary depending on your business. Minimum and maximum amount controls allow you to control risk.
<b>Check 7</b>	<b>Contact our call centre staff to verify suspicious activity on 1800 230 177</b>

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### 2.10.6 Excessive fraud rates

We periodically measure merchant fraud rates and compare them against thresholds set by Card Schemes or industry bodies such as the Australian Payments Network.

If we consider that you have an unacceptable level of fraud, we may request that you implement measures to reduce your fraud rate.

Should your fraud rate not reduce to a level which is acceptable, the Cards Schemes or an industry body may issue a fine for which you will be liable.

## 2.11 Disputes and chargebacks

### 2.11.1 Card Scheme Disputes and Chargebacks

The rules of the Card Schemes, AMEX/JCB, UnionPay International and Diners allow a Cardholder and the Cardholder's bank to dispute a Transaction in certain situations.



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For example, if the Cardholder doesn't believe they authorised the Transaction, or says the goods or services were not delivered, that person can dispute the Transaction which may result in a chargeback.

Please note that you must not resubmit a previously charged back Transaction.

### 2.11.2 Examples of Cardholder disputes

Some examples of Cardholder disputes that can result in chargebacks are:

- the **Cardholder** complains that goods or services are not as described on a website or in a mail order catalogue;
- the **Cardholder** is billed twice for the same order or billed for an incorrect amount;
- the **Cardholder** doesn't recognise the Transaction on their statement because the business name on the statement is different to the business name used on the website or mail/telephone order marketing materials;
- the **Cardholder** argues that they never received the goods or services;
- there is confusion or disagreement between you and the **Cardholder** over a return or refund amount;
- fraud (the **Cardholder** claims they did not authorise the Transaction).

### 2.11.3 How the dispute process works

1. The Cardholder disputes a Transaction by advising their Card issuer. A Transaction can be disputed up to 540 days from the date of the Transaction or agreed goods/service delivery date, whichever is later. To be safe, keep clear and easy-to-read vouchers or records of Transactions and proof of delivery after the date of delivery of goods or services.

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2. The card issuer may send us a request for copies of documents and other supporting evidence to determine the validity of the Transaction or may raise the dispute with the relevant scheme.
3. Depending on the relevant Card Scheme's rules (whether it is Visa, Mastercard, UnionPay International or eftpos), we may contact you to ask for documentation or information to support or reject the dispute. Once a Transaction is disputed, it's your responsibility to prove that a valid Transaction occurred. You will have a limited timeframe to respond to any request by us, as set out in our request letter. For disputed AMEX/JCB or Diners Transactions, please refer to the relevant scheme.
4. Both banks, or the relevant scheme, evaluate the information and make a decision as to the validity of the dispute.
5. Where the fraud and authorisation related disputes reason code is provided by the issuer we do not generally have any ability to challenge the charge back and the Transaction will be 'charged back' (debited) to your bank account.
6. If the Cardholder dispute is not satisfactorily resolved or if we request supporting evidence and you don't provide this within the required timeframe or the relevant scheme decides in favour of the Cardholder, the disputed amount will be 'charged back' (debited) to your bank account.
7. If the Cardholder dispute is resolved in your favour the chargeback request is returned to the Card issuer and the Cardholder must pay their credit card bill as normal.

### **2.11.4 Minimising disputes**

#### **Keep good records**

You can reduce the risk of chargebacks by keeping good records. This will help you to find specific Transactions quickly and easily.

## **Part 2: How to use your Facility**

### **Inform the customer**

Include all of the following information in your invoices, contract and promotional materials:

- your name as it will appear on the Cardholder's statement;
- your business address;
- customer service contact numbers;
- a complete description of goods and services provided;
- a specific delivery time;
- details of your return and cancellation policy;
- details of debit dates for regular instalments such as memberships or subscriptions.

### **2.12 Illegal Transactions**

Some Transactions are illegal and if your Facility is used to process them you can find yourself in breach of Australian and international laws or the requirements of a Card Scheme.

For example you must not process any of the following:

#### **Online Transactions**

- relating to child pornography and other extreme sexual content;
- involving non-consensual and violent sexual content;
- involving the sale of tobacco or prescription pharmaceuticals;
- illegal gambling Transactions.

#### **All Transactions**

- that breach Australian or international laws, e.g. the sale of tobacco or liquor to minors;
- other types we tell you are prohibited by the Card Schemes, e.g. by Mastercard under their Business Risk and Mitigation (BRAM) programme and VISA under their Global Brand Protection Program (GBPP).

## Part 2: How to use your Facility

### 2.12.1 Non-compliance

If you have been found to have processed Illegal Transactions, the Card Schemes may impose a fine on us. You indemnify us against any loss resulting from any such fine and must reimburse us on demand.

In addition, we could terminate your Facility and list you on a Card Scheme database that could prevent you from operating a merchant facility in the future.

If you have any questions regarding Mastercard, Visa, UnionPay International or eftpos Transactions, please call us on **1800 230 177** or visit our Merchant Services website: [commbank.com.au/merchantservices](http://commbank.com.au/merchantservices).

If you have any questions regarding AMEX/JCB or Diners Transactions, please contact the relevant scheme.

# Part 3: Terms & conditions

## 3.1 About this part

This part sets out the terms and conditions that apply between you and us when you use your Facility. These terms are in addition to all other provisions of this booklet.

You must also comply with:

- Part 2: How to use your Facility;
- Part 4: Optional products and features (where applicable);
- the user guides or any other operating instructions for your Facility;
- any requirements that a Card Scheme or industry body impose on us that relate to your Facility (known as Card Scheme rules) that we tell you about;
- any other communication about your Facility expressed to form part of this Agreement, e.g. bulletins advising of changes to security or processing requirements.

Each of these forms your contract with us. You are bound by this contract and this booklet once we process and accept your application for a Facility and set up your merchant profile.

## 3.2 Equipment and software

### 3.2.1 Installation

You can use either our equipment and software, or your own. If you use your own equipment or software, then it must comply with our security and other requirements.

### 3.2.2 Upgrades

If you use our equipment and software you must allow us to upgrade it from time to time.

If you use your own equipment and software you must upgrade them whenever we tell you, e.g. when industry standards or our security standards change.

## **Part 3: Terms & conditions**

### **3.2.3 Maintaining your equipment**

You must follow the security and other requirements set out in this booklet.

Any power adapters or chargers you use must be in accordance with Australian safety standards.

The Smart Mini does not come with a wall charger. If you elect to charge your Smart Mini using a charging device, you should ensure your charging device conforms with Australian safety standards. Charging the Smart Mini reader with non-compliant devices could damage the Smart Mini reader and/or the charging device, as well as pose a risk of death or injury.

### **3.2.4 If your Facility is not working**

We try to maintain your Facility, including all merchant services systems, in good working order and with as little downtime as possible.

If you are experiencing any issues with your Facility, please let us know as soon as possible so we may work to resolve the issue promptly.

## **3.3 Processing Transactions**

### **3.3.1 Use of the Facility**

Transactions processed through your Facility using unapproved channels or products are prohibited i.e. you process Card-not-present or eCommerce Transactions without our prior written approval.

### **3.3.2 Transaction records**

You must:

- give us your records relating to any Transactions when we ask you for them;
- only process Transactions if the Cardholder has received the

## **Part 3: Terms & conditions**

goods or services from you, unless the Cardholder has agreed to receive them later. Where the Cardholder has agreed to receive them later, the goods or services must be delivered within 12 months of the Transaction date;

- not split a single sale into more than one Transaction using the same card;
- not process purchase or refund Transactions through your merchant facility using either your own Card or a Card of an associated person.

Using your Facility in this manner could result in your Facility being terminated.

### **3.3.3 Surcharging**

If you choose to surcharge for Transactions, it is your responsibility to ensure your surcharges are not excessive and only charge what it costs you to accept the Transaction. You should review and as appropriate, adjust your rates of surcharge regularly, but at least every year. To assist you, we provide details of your average cost of acceptance for each Card Scheme in your merchant statements. You will also receive an annual merchant statement in July each year. Some Facilities do not have an in-built surcharging feature, meaning if you choose to surcharge for Transactions you may need to calculate and apply a surcharge manually.

- If you choose to surcharge, you must also: Clearly and prominently display the surcharge before processing a Transaction so as to allow a Cardholder to choose another payment method if they desire; and
- Refund any surcharge when refunding a Transaction (this may require pro-rating the refund of a surcharge for partially refunded Transactions).

## **Part 3: Terms & conditions**

There may be regulatory consequences for excessive surcharging. For more information visit the Payments Surcharges page at [accc.gov.au](http://accc.gov.au).

### **3.3.4 No minimum Transaction amount**

You must not impose any minimum transaction amount for Card Transactions.

### **3.3.5 No third-party processing**

You must not process Transactions for someone else, unless we approve. Not only will you be liable for any chargebacks, we may also terminate your Facility if you do.

### **3.3.6 eCommerce Transactions**

#### **3.3.6.1 Authorisation limits**

We may impose limits on the value of Transactions processed by you over periods of time. If proposed Transactions would result in the applicable limit being exceeded, we may reject the Transactions.

We will use reasonable endeavours to promptly notify you of any changes to those limits.

You are responsible and liable for all Transactions processed on your eCommerce facility. We may temporarily suspend your Facility if we believe it is under malicious attack, and use reasonable endeavours to notify you to resolve prior to re-enabling your Facility.

#### **3.3.6.2 Your obligations**

You must ensure that you:

- have and maintain adequate procedures and systems for processing Payments;
- correctly and promptly credit or debit, as the case may be, the amounts of each Payment to the applicable customer;



## **Part 3: Terms & conditions**

- store in a manner approved by us, the original records of each Payment received from a customer for a minimum period of seven years after the last Payment was made;
- have a fair policy for correction of errors and exchange and return of goods and services where a customer makes a complaint, or Customer Claim, or where we or a financial institution becomes involved in the correction of errors;
- promptly notify us if you are unable to apply Payments received by you from customers to accounts you maintain for your customers for any reason;
- notify us as soon as possible if you receive an erroneous Payment that may require a Correction and do all things reasonably necessary to ensure the error is corrected;
- take all reasonably necessary measures to resolve Customer Claims directly with the customers or other persons affected; and
- provide to us all information or documents as we may reasonably require relating to a Correction or customer.

### **3.3.7 Offering cash out and charge cards**

#### **3.3.7.1 Cash out**

Cash out is only available on selected Cards. If you choose to provide Cardholders with cash out or cash with a purchase, the Cardholder must choose the 'Cheque' or 'Savings' option rather than 'Credit'. Cash must only be provided directly to the Cardholder in the form of Australian legal tender (notes and coins).

You must not give cash out on credit cards, where the 'Credit' option is selected.

You must not give cash out on UnionPay International cards (even if they are debit cards).

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### **3.3.7.2 Credit/Charge cards (AMEX/JCB and Diners)**

We may set your Facility to accept AMEX/JCB Cards if you have an existing relationship with the issuer or have been offered AMEX/JCB service by us.

To be able to accept Diners on your Facility you will first need to sign a separate agreement with them.

Once you have an agreement with Diners, contact us so we can set your Facility to accept Diners Cards.

Our only obligation to you in relation to any AMEX/JCB and Diners Transaction is to send the Transaction details to the scheme that issued the Card.

### **3.3.8 UnionPay International**

We may make available to you acceptance of UnionPay International branded Cards.

UnionPay International Card transactions must not be processed if your Facility is offline. If your Facility is offline, you must not:

- accept UnionPay International Cards;
- provide refunds on UnionPay International Cards; or
- use offline paper vouchers, Store and Forward does not apply and the authorisation centre is not able to approve the UnionPay International transactions.

Some UnionPay International Cards don't have cardholder names or expiry dates. You can still process a transaction if a UnionPay International Card doesn't include either or both of these.

We recommend you only process transactions where the Card is present. If you decide to process card-not-present transactions and are not able to verify the customer's full name, address and phone number (because the customer is an overseas resident) you will be liable for any chargebacks.

## **Part 3: Terms & conditions**

UnionPay International Cards must not be accepted for the following:

- Betting, including lottery tickers, casino gaming chips, off-track betting, and wagers at race tracks;
- Financial institutions – merchandise, services, payment transactions, payment service provider, money transfer, value purchase and quasi cash transactions;
- Non-financial institutions – foreign currency, non-fiat currency (eg cryptocurrency), money orders (not wire transfer), traveller's cheques and debt repayment;
- Securities – brokers and dealers;
- Wire transfers and money orders;
- Agricultural co-operatives;
- Payment transactions-Merchant; and
- Payment Service Provider – Payment for a purchase

### **3.3.9 No book up arrangements**

You must not hold a Cardholder's PIN or CVV as part of a book up arrangement.

#### **3.3.10 Contactless/eCommerceTransactions and network selection**

Contactless/eCommerceTransactions are routed for processing to the network which corresponds with the type of Card used by the Cardholder. For Multi Network Debit Cards, the Transaction is generally routed for processing through the primary network branded on the Card.

Unless you have opted to implement least cost routing, we may vary the networks through which contactless and/or eCommerce transactions are routed at any time, without notice.

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### **3.4 Securing cardholder information**

#### **3.4.1 Data security standards**

The Card Schemes have requirements relating to securing Cardholder data known as the 'Payment Card Industry Data Security Standard'. They may in future have other data security requirements.

You must fully comply with the prevailing card data security standard as advised from time to time. If there is a data security breach, the Card Schemes, AMEX/JCB and Diners, may require an external investigation of your premises and systems. You agree to cooperate fully with the investigation and to pay the reasonable costs of the investigation.

### **3.5 Settlement & Payment**

#### **3.5.1 Maintaining an account**

You must nominate and maintain a transaction account for the duration of this Agreement.

Your nominated account must be in the same name as your Facility unless we agree otherwise.

We will credit Payments to your nominated account and debit fees and charges and other amounts payable under this Agreement from it.

#### **Separate fee account**

If you request and we agree, we may allow you to use two accounts, one for settling Transactions you process and one for paying your fees and other amounts you owe us (e.g. chargebacks).

#### **Changes to Your Account**

If you intend to change Your Account or payment channel, you must tell us before making any change. If we are not informed of

## **Part 3: Terms & conditions**

a change and a settlement delay eventuates we will not be liable for any losses (including interest). If Your Account is with another financial institution and you change it, you will need to give us a new Direct Debit Authority.

### **3.5.2 How we pay you**

We credit Your Account with the value of all valid sales and cash out Transactions, less any refund Transactions.

### **3.5.3 Statements**

Statements will be sent to you electronically via NetBank or CommBank App where a proprietor or director of your business is registered to use NetBank and/or the CommBank App. If you don't have NetBank or CommBank App access or opt out of receiving statements via NetBank or the CommBank App, we will send statements to your nominated postal address. It is your responsibility to notify us of any changes to your postal address and email address.

If you choose to receive merchant statements electronically through CommBiz, merchant statements will be taken to have been issued by us when they are available to "Users" (as defined in the "CommBiz Terms and Conditions") in a manner consistent with those terms and conditions. This may mean that no email notification is provided when the merchant statement is available.

### **3.5.4 Electronic Transactions**

You may select an automatic settlement time for your Facility or settle manually on certain devices. Where you do not select a settlement time, we will settle for you towards the end of the day.

### **3.5.5 Everyday Settlement**

We settle all your electronic Mastercard, Visa, UnionPay International and eftpos Transactions up to settlement time, same day, 365 days a year. We call this Everyday Settlement.

## **Part 3: Terms & conditions**

This applies if you settle to one of our eligible business transaction accounts and you have been notified that Everyday Settlement applies.

### **If Your Account is with us but Everyday Settlement does not apply**

We settle all your electronic Transactions up to settlement time, each weekday other than Public Holidays.

In this case Transactions completed after settlement time, or on a weekend or Public Holiday, are processed on the next Banking Day.

### **If Your Account is with another financial institution**

We credit or debit your Transactions as soon as practical, depending on your financial institution's process.

### **eCommerce multi-currency settlement**

eCommerce multi-currency Transactions are settled daily net of all fees, including: interchange fees, other scheme fees, CBA margin, GST, and any other chargebacks or refunds processed against your Facility. Where debit transactions exceed your credit transactions processed on any given day, your settlement account will be debited for the difference in the settlement amount.

#### **3.5.6 Manual Transactions**

For Transactions processed manually, you must deposit the merchant copy of all offline paper vouchers with a Merchant Summary within three Banking Days.

If Your Account is with us, we credit Your Account when we receive the deposit, but you may not be able to withdraw the money for three Banking Days to allow for clearing time.

If Your Account is with another financial institution, it will be credited as soon as possible after deposit.

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All vouchers must be legible, complete and correspond with the Merchant Summary. You will not get paid for any unclear, missing or unreadable vouchers.

### **3.5.7 What you must pay us**

You must pay us (and we can debit Your Account with):

- any funds credited to Your Account in error;
- any chargeback amounts;
- fees;
- any other amounts you owe us under this Agreement;
- any negative net settlement at the end of the day. This includes settlements for which refund turnover exceeds purchase and cash out turnover.

### **Covering fees and chargebacks**

Your Account must always have enough money in it to enable us to debit Your Account for the amounts you owe us.

If Your Account doesn't cover the amounts owed, we can:

- use our right of set-off (see 3.5.9 Set-off);
- demand that you pay the amount from some other source;
- suspend your Facility; and/or
- if you fail to place enough money in Your Account within three Banking Days, terminate your Facility.

We will not be liable to you for any loss suffered or cost incurred, whether directly or indirectly, as a result of you not having sufficient funds in Your Account when we process a debit.

### **When you must compensate us**

In some situations we may incur a loss or cost specifically relating to your Facility. You agree to indemnify us against any such loss or cost and must reimburse us on demand.

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By way of example, these situations include:

- if you don't comply with this booklet in a material respect or any reasonable instructions we give you;
- where you damage our terminals or equipment, or damage is caused by fire, theft, flood or any other act in or around your premises (you will not be responsible for reasonable wear and tear resulting from the proper use of any terminals or equipment);
- any error, fraud or negligence by you;
- any dispute over goods or services between you and a customer;
- if you do not keep your Facility secure, or if your Facility is accessed or used in an unauthorised way;
- if you process an Illegal Transaction;
- if there are excessive chargebacks, excessive levels of fraud or inappropriate use of your Facility (as determined by the Card Schemes or an industry body such as the Australian Payments Network);
- if a security breach occurs relating to your Facility leading to disclosure of Cardholder data.

However, you will not be required to indemnify us to the extent the loss or cost has been caused by our acts or omissions.

### **Examples of compensation**

Losses and costs you may need to reimburse us for include:

- any fines or costs we have to pay under Card Scheme rules or to an industry body such as the Australian Payments Network;
- losses we suffer due to Cardholder details being disclosed and us having to reimburse for unauthorised Transactions;



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- any costs we incur to satisfy Card Scheme requirements, e.g. if we need to investigate security breaches or issues;
- repairs to our terminals or other equipment that are required because the terminals or equipment are damaged as a result of your acts or omissions.

### **3.5.8 Our liability for your Facility**

We are not liable for any loss you incur as a result of your use of your Facility, including if your Facility is not working or is not available, if you can't process Transactions for any reason or because of any delay in processing, provided that nothing in these terms and conditions is intended to limit any rights you may have at law, where we are not permitted to do so.

If any guarantee, term, condition or warranty is implied or imposed in relation to these terms and conditions 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:

- 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
- in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

### **3.5.9 Set-off**

If we can't debit Your Account for an amount you owe us, we can deduct the amount from any other account you have with us. We can do this without demanding payment in advance.

## **Part 3: Terms & conditions**

We can also place a hold on Your Account and refuse to let you withdraw funds if we reasonably believe Transactions may be charged back, or Transactions you have processed may incur any other liabilities, fees or costs.

### **3.5.10 Forward Delivery Risk (FDR)**

If you receive Payments for goods or services prior to their delivery or provision, there is an increased risk that we will need to process a chargeback without Your Account having sufficient funds to cover that chargeback. Because of this increased risk we may (acting reasonably) require you to do one or more of the following at any time:

- provide information about any Payments received where the goods or services are provided at a later time;
- provide information on your Transaction profile;
- provide information for our credit assessment purposes, including periodic credit reviews;
- maintain Your Account for the settlement of Transactions with us;
- provide security (including any additional security) to us to cover any chargebacks and amounts owed by you.

You must notify us if there is any change to your business that could increase the:

- amount of sales that are not fulfilled at the time of the Payment transaction; or
- period between date of Payment transaction and delivery or provision of the related goods or services.

The requirements contained in this clause 3.5.10 are material terms of this Agreement.

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### **3.6 Fees**

You must pay us the fees specified in the Fee Schedule or as we otherwise advise you, which may be amended from time to time. The Fee Schedule will be provided upon application and you may request a copy of your current Fee Schedule from the Merchant Helpdesk. In return we enable you to use the Facility under the terms and conditions of this Agreement.

#### **3.6.1 When we deduct fees**

Once a month we deduct fees for the Transactions you made in the previous month.

We also deduct some other fees, such as those for establishing and maintaining a Facility for You, at different times, as defined in the Fee Schedule, or otherwise on demand.

#### **3.6.2 Publishing fees**

Fees which are payable by you must not be disclosed to third parties.

### **3.7 Chargebacks\***

Chargeback means you must reimburse us (and we can debit Your Account) for a Transaction amount that we previously gave you credit for.

We can chargeback a Transaction if:

- it is illegal;
- the Card was not valid at the time of the Transaction;
- the sales receipt has been altered without the Cardholder's authority;
- the Cardholder did not authorise the Transaction;
- it was made using your own Card;
- the Transaction amount is greater than your floor limit and you did not get an authorisation;

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- you breached a relevant term of this Agreement;
- authorisation for the Transaction was declined for any reason;
- the rules of any Scheme require or permit us to do so in circumstances of a Cardholder dispute;
- it represents the refinance of an existing debt or the collection of a dishonoured cheque.

\* Only applicable for Mastercard, Visa, UnionPay International and eftpos. For AMEX/JCB and Diners, please refer to the relevant agreement.

### **3.8 Changing or terminating this Agreement**

#### **3.8.1 Changes**

We can change any of the terms of this Agreement (including your fees and the Facility you use) at any time by giving notice.

If the change:

- introduces a fee or charge, we will give you notice of at least 30 calendar days;
- increases a fee or charge, we will give you notice of at least 30 calendar days.

If we believe a change is unfavourable to you, then we will give you prior notice of at least 30 days, subject to the following paragraph:

We may give you a shorter notice period, or no notice, of an unfavourable change if:

- we believe urgent action is necessary for us to avoid a material increase in our credit risk or our loss; or
- there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service. In that case, we will tell you about the introduction or change reasonably promptly after the government notifies us (however, we do not have to tell you about if the government publicises the introduction or change).

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If the change relates to anything else, it will start on the date you receive the notice or any later date that we state in the notice.

If you do not accept these changes you may terminate this Agreement, subject to any continuing obligations in this booklet. In this clause, a change does not include changes to interchange and other scheme fees, changes of which are set externally. For current interchange fees, contact the relevant scheme website. For current scheme fees, contact us.

**Note:** Written notices are taken to be received on the sixth Banking Day after posting.

### **3.8.2 Suspending your Facility**

In any circumstance where we can terminate this Agreement, we may choose first to suspend your Facility.

If we can't agree with you on a way to address our reasonable concerns, we can terminate this Agreement immediately.

We can also terminate or suspend part of your Facility (e.g. an online solution or an optional product or feature) in the same way.

We may suspend your Facility without notice if we reasonably consider it necessary to protect our or your interests.

We will not be liable for any cost or loss (whether direct or indirect) that arises where we need to suspend your Facility.

### **3.8.3 Either of us may terminate this Agreement with notice**

Either we or you may terminate this Agreement, by giving the other 30 days' written notice, specifying a termination date (written notices are taken to be received on the sixth Banking Day after posting).

### **3.8.4 When we can terminate this Agreement without notice**

In some circumstances, we may terminate this Agreement (in full or in part) without providing you with prior notice. When we do

### **Part 3: Terms & conditions**

so, we will act fairly and reasonably towards you and will try to contact you. Such circumstances may include where:

- in your application (or at a later time), you give us information which is materially incorrect, misleading, or not fully disclosed;
- we have reason to suspect (acting reasonably) that you have fraudulently processed Transactions (e.g. refunds), or allowed fraudulent Transactions to be processed through your Facility. This includes processing fraudulent Transactions on your own cards or cards of friends or associates;
- we reasonably consider that the risk of chargebacks, fraud or other losses relating to your Facility is too high;
- you cease business, become bankrupt or insolvent, have a receiver appointed, go into liquidation or enter into an arrangement with your creditors;
- you close Your Account without first letting us know;
- your Facility has been operated, used or accessed in a manner that we reasonably consider is unsatisfactory or inconsistent with this Agreement;
- you breach any material terms of this Agreement, or you repeatedly breach any term of this Agreement;
- you have breached, or we reasonably suspect you of breaching or being complicit in the breach of any laws in a material respect, including those relating to anti-money laundering, counter-terrorism financing, sanctions, anti-bribery and corruption or privacy;
- we reasonably consider necessary, for example to comply with our financial crimes policies, any laws in Australia or overseas, Card Scheme rules or manage any risk;

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- we believe on reasonable grounds that you may be (or any person using your Facility may be) a person, acting for or conducting business with a person with whom we are not permitted to deal with by law or a regulatory authority;
- it is identified that you have used your Facility through any unapproved channels or products;
- you have not used your Facility for more than 12 months; or
- you do not provide us with any information we reasonably request from you.

### **3.8.5 What happens when this Agreement terminates**

#### **Us**

When this Agreement terminates, we:

- are no longer obliged to acquire Payments on your behalf;
- may enter your premises to repossess any unreturned equipment. We will try to give you reasonable notice;
- may retain all or part of any security provided to us for as long as we reasonably require to secure any of your obligations under this Agreement. If you request, and we agree, we may substitute the security for another form of security deemed acceptable by us;
- may debit any chargebacks and fees to Your Account, including termination fees.

If we terminate this Agreement, we will give the Card Schemes your details and the reasons why we terminated.

The Card Schemes may give this information to other financial institutions if you apply for a new facility through them. This information may then affect your ability to get that facility.

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### **You**

When this Agreement terminates you must:

- not process any further Transactions;
- maintain an account for 180 days so that we can continue to charge fees and process chargebacks to Your Account;
- continue to reimburse us for any chargebacks or other losses we reasonably incur;
- return to us within 14 days all equipment and any other material we reasonably specify;
- if applicable, contact AMEX/JCB and/or Diners to terminate any agreement you have with them.

### **3.9 Miscellaneous**

#### **3.9.1 Information**

We may share your information with others as set out in our application form and our Privacy Policy available on our website. New technologies let us combine information we have about you and our other customers, for example Transaction information, with data from other sources, such as third party websites or the Australian Bureau of Statistics. We analyse this data to learn more about you and other customers, and how to improve our products and services. We sometimes use this combined data to help other businesses better understand their customers. When we do, we don't pass on any personal information about you.

We may also get from or give to any person involved in any Card Scheme, information about you for any purpose to do with the operation of that scheme.

You must tell us of any important changes in your business, such as your contact details, change of ownership, change of registered business name and address or a change in types of goods or services being sold.



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You must provide us with any information we reasonably request and allow us to enter your premises to conduct any audits on giving you reasonable notice.

### 3.9.2 Notices

We can give you a notice in one of the following ways:

- **in-person** - give it personally to you, or to one of your staff at your place of business;
- **by post** - leave it at or send it by prepaid post to your last address notified (written notices are taken to be received on the sixth Banking Day after posting);
- **by fax** - send it by facsimile to the facsimile number last notified (faxes are taken to be received when the transmitting machine reports that the whole fax was sent);
- **online** - so long as you have not opted out, we can provide notices to you electronically by your last email address notified or by posting the notice on our website and sending you an email that the notice is ready for viewing;
- **newspaper publication** - publishing it in local or national media (in which case we will also post the notice on our website).

### 3.9.3 Governing law

This Agreement is governed by the law in force in New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the jurisdiction specified in New South Wales and courts of appeal from them for determining any dispute concerning this Agreement or the Transactions contemplated by this Agreement.

### 3.9.4 Banking Code of Practice

The Banking Code of Practice applies to your Facility if you are a small business (as defined in the Code) or an individual.

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Anything that we are required to give to you under this Code may be given to you:

- a. in writing, electronically or by telephone;
- b. by telling you that the information is available on a website or other electronic forum; or
- c. as otherwise agreed with you.

However, if the Code specifies the method of communication, then we will comply with that method.

### **3.9.5 Sale of business**

If you sell your business, the new owner will need to apply for a new Facility with us if they wish to continue using our merchant services. You can't transfer a Facility without our consent.

### **3.9.6 Commissions**

We may pay a commission to anyone that introduces your business to us. This may be a flat fee, or based on your Transaction volume.

### **3.9.7 Severance**

If any term of this Agreement is found to be wholly or partially void or unenforceable for any reason, that term will be severed to the extent that it is void or unenforceable and the rest of this Agreement will continue to apply.

### **3.9.8 Use of logos and trademarks**

You are authorised (subject to any directions which we may give) to use the BPOINT logos, trademarks or names on bills and any other related material approved by us for the sole purposes of advertising your participation in and promotion of BPOINT to customers.

You undertake to use only literature or promotional materials provided or approved in advance by us for the above purposes.

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If you use the BPOINT logo or word BPOINT you must:

- always use the complete BPOINT logo Mark design and not use any variations to the word Mark “BPOINT” (the word Mark “BPOINT” may be used without the BPOINT logo Mark design; and the BPOINT logo Mark design may be used without the word Mark “BPOINT”);
- not use the term “BPOINT” in the possessive or as an adjective (e.g. not use the terms “BPOINT’s customers” or “BPOINT billers”).

### **3.9.9 Downloading material from our sites**

Any material developed or provided by us, including logos, marketing material, file specifications and technical specifications, which you download from Bank websites (Bank Material) is owned by us and/or our licensors. You may only use the Bank Material for the purpose of receiving Payment through BPOINT.

You should access Biller reports each Banking Business Day in order to apply Payments received and monitor approved and declined Transactions for reconciliation purposes. Biller Reports are available from your electronic banking channel but may relate to Transactions on the prior Banking Business Day.

### **3.9.10 Trustee**

If you are acting in a trustee capacity, this Agreement binds you in your own right and in your capacity as trustee.

# Part 4: Optional products and features

## 4.1 About this part

In addition to our card processing facilities, we also offer:

- App Marketplace, enables you to perform additional functions through our compatible terminals and apps which you can download;
- eCommerce value added services - enables you to conduct a range of additional functions from our suite of online merchant facilities;
- Least cost routing (also referred to as merchant choice routing)– enables you to select your preferred network for routing Multi Network Debit Card Transactions where you have either (i) an eligible terminal and pricing plan or (ii) an eligible eCommerce product and pricing plan;
- Third Party POS Integration Software Features – enables features such as Dynamic Surcharging, Enhanced Tipping, Split Bill, Pay at Table, provided by your POS software vendor to work with a compatible Facility.

This part sets out the additional terms and conditions that apply to you if you use these optional products or features.

If there is any inconsistency between this Part 4 and any other section of this booklet, the provisions of this Part 4 prevails to the extent of the inconsistency.

## 4.2 App Marketplace Terminal operation and general usage conditions

Clause 4.2.1 applies only to users of Smart Terminals.

The remainder of this clause applies to all users who access any of these services.

If you use the App Marketplace, these features form part of your Facility. Our liability for your Facility is limited in the manner set out in clause 3.5.8 of this Agreement.

## **Part 4: Optional products and features**

4.2.1 App Marketplace Smart terminals are multifunctional terminals that allow you to accept Payments, download apps and create and upload your own apps. Our App Marketplace host apps developed by us and by third party developers.

### **Apps**

Smart terminal apps are located in the App Marketplace.

We are not responsible for, and will have no liability for, the performance or availability of apps created and provided by a third party in the App Marketplace.

If you download an app from App Marketplace, you will need to accept the terms and conditions for that app before you use it. We will debit Your Account for fees payable under the terms and conditions for each app you purchase through App Marketplace, including from third party developers. We may receive commissions or fees from developers or providers of apps as a result of your purchase or use of their apps. We may need to provide those developers with information concerning your download and usage of the developers' app in connection with the payment and calculation of those fees and by using those apps, you authorise us to share such information.

If you have any questions on the functionality of an app, or a dispute in connection with an app, you should contact the developer of that app as set out in the terms and conditions for that app.

We may remove or prevent access to an app if we consider it necessary, for example due to security concerns. If you wish to create and upload your own app, you will need to accept the developer terms and conditions.

## **Part 4: Optional products and features**

### **4.2.2 Instruction manual**

We issue instructions or manuals, which you must follow, explaining how to access the App Marketplace and use your Smart Terminals. We may change these instructions or manuals from time to time. We recommend checking the CommBank website for the most up-to-date instruction manuals- EFTPOS & Merchant Support - CommBank

### **4.2.3 Software**

We may from time to time update the software needed to use your Smart Terminals, Mobile Terminal, App Marketplace (for example to enhance security or to provide additional features). We may require you to download updates to the software to continue to access these services. We may temporarily remove or prevent access to or use of the software if we reasonably consider it necessary, for example to install a security patch or upgrade. We are not liable if a third party prevents access to or removes the software from an apps store for any reason but we will endeavour to restore access to the software as soon as reasonably practical.

### **4.2.4 Telecommunication costs**

You are responsible for any charges imposed by your telecommunications provider for accessing the App Marketplace or to use your Mobile Terminal with your Compatible Mobile Smartphone or Tablet Device, including call costs and data costs associated with downloading software.

### **4.2.5 Security and privacy**

You must take steps reasonably necessary to stop unauthorised access to your apps and your terminal or Compatible Mobile Smartphone or Tablet Device, including information relating to your customers. If you link a terminal to a WiFi network, the network must be secured with a password which is different to the factory default and which must not be disclosed to your

## **Part 4: Optional products and features**

customers or members of the public. You must comply with Australian privacy laws. You are responsible for the security of apps downloaded to your terminal or Mobile Device.

### **4.2.6 Trademarks and copyright**

You acknowledge and agree that the CommBank, trademarks and logos and other product and service names (Trademarks) are our trademarks and that you will not display or use the Trademarks other than in marketing materials provided by us which you must not add to or alter in any manner. You must comply with any written direction received from us in respect of the use of the Trademarks. Any material developed or provided by us, including software, logos, marketing material, file specifications and technical specifications, which you download from our web sites (Bank Material) is owned by us and/or our licensors and may be subject to protection by copyright laws, or laws protecting trademarks and trade. Except as otherwise expressly stated in the Terms and Conditions, you may only use the Bank Material for the purpose of receiving Payment through your Smart, or Mobile Terminal. You may only use any marketing material solely to promote your ability to accept Payments through your Smart, or Mobile Terminal. You acknowledge and agree that we and/or our licensors retain all intellectual property rights of the Bank Material and you must not use the Bank Material in any manner that would infringe, violate, dilute or misappropriate any such rights. On termination of this Agreement, your right to use Bank Material ceases.

### **4.2.7 Communication or service failure**

We do not warrant that the apps created by a third party developer on the App Marketplace, we provide will be fault free or that any problem with the App Marketplace can be solved immediately or quickly. You acknowledge that those services may rely on factors outside our control. We will use reasonable

## **Part 4: Optional products and features**

endeavours to overcome any fault in the services we provide to you as quickly as possible, We are not liable to you for any direct or consequential losses which arise from disruptions to our systems or processes. We are not responsible for any applications provided by developers other than ourselves (and whether or not downloaded from App Marketplace) to your device or Compatible Mobile Smartphone or Tablet Device. We can't control the operations and systems of other institutions or telecommunication providers, and we're not liable to you for any loss from disruptions to the operations or systems of those institutions or providers.

### **4.3 eCommerce value add services**

#### **4.3.1 Tokenisation**

Tokenisation is available on some of our eCommerce products to ensure the secure storage of customer Card data. You may choose to use our tokenisation service or alternatively choose to use Card Scheme tokenisation. Tokenisation allows you to store payment details in exchange for a token. If you choose to use our tokenisation service, we will allocate a token. If you choose to use Card Scheme tokenisation, The Card Scheme or network token will be issued by the Card Scheme. To store Card (excluding UnionPay International) or bank accounts in our tokenisation service you must obtain our approval and if approved, provide us with:

- scheme Card particulars;
- scheme debit card particulars;
- charge card particulars; and
- bank account particulars.

The record provided to us must be in the format approved by us. On receipt of the records, we will allocate an identifying



## **Part 4: Optional products and features**

number (token) to the relevant Card, charge card or bank account particulars of each customer identified in such record and retain that record until advised by you or on termination of the Facility. We will make available to you the tokens allocated by us corresponding to each of your customers whose particulars you have supplied to us. By providing us with the token of your customer and instruction to obtain a Payment, you are deemed to have provided us with that customer's relevant payment particulars.

### **4.3.2 Schedule Payments**

To use the Schedule Payments service you or your customer must set up a schedule of Payments and provide us with details of the Card, charge card or bank account to be debited.

By providing us with a schedule and the Card, charge card, bank account or token, you authorise us and we undertake to schedule your customer's Payments and process the Transactions automatically without having to further instruct us.

You must advise us of any change to Scheduled Payments no later than 11:30pm Sydney time the day prior to the day the Payment is scheduled to be processed.

### **4.3.3 Delays**

We will not be in breach of this Agreement merely because of a delay in the processing of Payments, including because our systems are not working and we will not be liable to you for any such delay.

### **4.3.4 Fraud Prevention Options**

If you have a website, we recommend implementing the following security features:

#### **Fraud Scrubbing**

Fraud scrubbing solutions use an automated rule-set management function to filter and detect potentially fraudulent purchases. The rule-sets are customisable to ensure effectiveness

## Part 4: Optional products and features

of the known exploits and other methods of vulnerability that may be unique to a specific merchant type. The functionality may also include scoring and recommendation of whether a merchant should accept/decline a specific purchase.

### **Mandatory CVV capture**

Enable mandatory capture of the Card Verification Value and check its validity during the Transaction. This ensures the Card is with the person making the Transaction, however it does not guarantee it is the Cardholder making the Transaction.

### **3D Secure (3DS)**

3D Secure uses advanced authentication mechanisms to validate the payer's identity allowing users to make better risk based decisions to better protect you. 3D Secure helps ensure that the Cardholder is the person placing the order with their own Card.

Should you choose to enable least cost routing on selected eCommerce facility, 3DS may not be available on some transaction types.

**Note:** Please refer to the Visa and Mastercard websites for Cards excluded from this program.

### **4.4 Smart Mini**

Smart Mini is a Facility that consists of:

- Smart Mini reader
- Smart Mini dock (optional)
- Smart Mini Hub;
- Smart Mini App (collectively the "Smart Mini")

You may purchase the Smart Mini reader and Smart Mini dock (optional) from us. The Smart Mini reader may only be used with merchant services provided by us. The Smart Mini does not print receipts and can only provide receipts electronically.

## Part 4: Optional products and features

**Smart Mini App:** You will be required to download the Smart Mini App via the Apple App Store or Google Play™ onto your smartphone or tablet device (“Device”). The Smart Mini App is required to allow you to transact with the Smart Mini reader you purchase.

You are responsible for any costs (such as data usage charged by your telecommunication provider) for accessing the Smart Mini App. The Smart Mini App will support at least the latest 3 iOS and Android™ operating versions. You are responsible for ensuring your Device is compatible.

You (and your authorised users) must only use the Smart Mini App for the purposes of using Smart Mini. Please note a maximum of 5 authorised users can be set up to connect to a Smart Mini reader, however only one authorised user may connect to the Smart Mini reader at a time. Your use (or that of any authorised user) of Smart Mini is also subject to the Smart Mini App End User License Agreement, which you will need to accept before you (or your authorised users) can use Smart Mini.

**Smart Mini Hub:** We will provide you with access to the Smart Mini Hub which will allow you to view your Smart Mini Transactions, add or manage authorised users and manage features such as surcharging and tipping.

You should not disclose your Smart Mini Hub password to anyone, or give anyone (other than an authorised user) access to the Smart Mini Hub. You are responsible for your authorised users’ use of Smart Mini. You (and your authorised users) will only use the Smart Mini Hub in connection with Smart Mini and for no other purpose.

Your use (or that of any authorised users) of the Smart Mini Hub is subject to the Smart Mini Hub End User License Agreement, which you will need to accept before you (or your authorised users) can use the Smart Mini Hub.

## Part 4: Optional products and features

**Accessories:** Smart Mini reader does not include a charger. A Smart Mini charging dock is available for separate purchase. Any other charging device you use to charge the Equipment (eg USB charger, portable charger, car charger, computer/ laptop, power adaptor, etc) must have been purchased in Australia and must comply with Australian safety standards.

**Change of Mind:** If within the first 30 days of receiving your Smart Mini reader or dock you decide you wish to return them, you may do so, and we will refund to you what you paid for them. To arrange a return, you will need to contact the CommBank Merchant Helpdesk on **1800 230 177**.

**Warranty:** The Smart Mini reader and optional Smart Mini dock are covered by a limited 12 month warranty. For warranty details, visit <https://commbank.com.au/smart-mini-warranty>

### 4.5 Least cost routing (LCR)

Least cost routing (LCR) (also referred to as merchant choice routing or MCR) allows you to select which network brand to process a contactless, Multi Network Debit Card Transaction and/or eCommerce payments using a Multi Network Debit Card giving you control to select the cheapest route.

eCommerce payments are processed through the debit payment network(s) enabled on your customer's card. Where the customer's card displays two debit payment networks, you may process the payment through either network.

You could select the cheapest network to process the Transactions for each of your eftpos, Mastercard and Visa debit card Transactions where they are contactless or processed in eCommerce and/or set up transaction thresholds where applicable. LCR is an optional feature only available on selected terminals, and pricing plans and is being introduced on selected eCommerce Facilities.

## Part 4: Optional products and features

Your LCR selection may not work on all Cards or Payments using digital wallets.

If you are approved for and enable LCR:

- you must follow our set-up directions;
- you must understand your pricing associated with Visa, Mastercard and eftpos Card Transactions and set your own eCommerce/contactless Multi Network Debit Card Transaction thresholds for routing where applicable. We cannot advise you which network will be best for you and we cannot guarantee cost savings. For current interchange fees, contact the relevant network or view their website;
- we will not be responsible for any delays in implementing or disabling your LCR selections;
- you must ensure that refunds are processed through the same network (i.e. Card Scheme) as the original Transaction;
- you acknowledge that we may temporarily suspend or permanently deactivate your LCR selection capability and revert to the default network for processing where we reasonably consider it is necessary. For example in the event that the lowest cost network is unavailable. Should this occur, we are not liable to you for any loss or higher interchange costs;
- you will need to factor in any surcharge which you wish to apply as it is not included in your nominated thresholds for routing.

### 4.6 Third Party POS Integration Software Features

We work with third party POS integration software providers to enable features such as surcharging, enhanced tipping, pay at table and split bill, on your compatible Facility. These features and functionality are enabled by your POS integration software provider and integrated into the POS software. You are responsible for ensuring that the features and functionality are compatible

## **Part 4: Optional products and features**

with your Facility and supported by your third party POS integration software. We will not be liable for any losses you may incur arising from your use of these features or their compatibility with the Facility.

### **4.7 PowerBoard – eCommerce offering**

#### **4.7.1 PowerBoard product**

PowerBoard is a payment orchestration platform that allows you to connect to multiple alternative payment methods (Alternative Payment Methods) and value added services (PowerBoard Value Added Services) with respect to your eCommerce Facility, with a single integration. To utilise these Alternative Payment Method or PowerBoard Value Added Services, you will be required to enter into separate commercial agreements with the relevant service provider(s) for the Alternative Payment Method or PowerBoard Value Added Service.

To utilise the services provided within PowerBoard, other than payments by Card, you will need to integrate your website or app into PowerBoard. This integration can be achieved through a number of methods, including:

- a. direct integration through APIs and SDKs provided by us;
- b. such other methods that we may introduce or otherwise notify you of, from time to time.

#### **4.7.2 Connecting to PowerBoard**

To integrate into PowerBoard from your eCommerce website or app, you will need to adhere to certain technical requirements as detailed in the PowerBoard integration documentation. For more information about PowerBoard integration documentation, please refer to our Merchant services website at: [commbank.com.au/merchantservices](https://commbank.com.au/merchantservices).

## **Part 4: Optional products and features**

When connecting to PowerBoard using a Shopping Cart, you are responsible and liable for all transactions processed and any activity conducted on the Shopping Cart. We are not liable for any loss or cost incurred because of our act or failure to act on the Shopping Cart (except to the extent the liability is proven to have been caused by our negligence).

### **4.7.3 PowerBoard Portal**

The PowerBoard Portal allows you to view and manage your transactions in a single portal. You can manage staff access in the PowerBoard Portal with a variety of different permission levels to support different user profiles. You are responsible for any users granted access to any services provided within PowerBoard and must take precautions to prevent unauthorised access. This may include staff training or the use of software such as anti-spamming, anti-key logging and anti-virus software. You must ensure that your users granted access are aware of and follow these terms.

### **4.7.4 Payment by Alternative Payment Methods**

In order to accept payments through an Alternative Payment Method, you will need to accept the terms of the relevant Alternative Payment Method Provider. They may also require you to establish and activate an Alternative Payment Method Account with them.

When entering into an agreement with an Alternative Payment Method Provider or establishing an Alternative Payment Method Account, you will need to satisfy the requirements imposed by the Alternative Payment Method Account to collect and verify information about you including about your identity, your agents and beneficial owners. You authorise us to share with the Alternative Payment Method Provider any information we hold about you for such purposes and as set out in the CommBank Group Privacy Statement.

## **Part 4: Optional products and features**

When you elect to receive payments through an Alternative Payment Method, you authorise the relevant Alternative Payment Method Provider to hold, receive and settle funds with respect to the Alternative Payment Method Provider's transactions. The settlement of your Alternative Payment Method transactions will be with that particular Alternative Payment Method Provider and we are not responsible for this process. You will need to direct any claims, complaints or concerns you have in relation to settlement of any Alternative Payment Method transaction to that particular Alternative Payment Method Provider.

### **4.7.5 PowerBoard Value Added Services**

When you integrate your eCommerce system with PowerBoard, you will have the ability to access fraud management features with certain third parties providers (e.g. Fraud Management Providers) subject to entering into terms with them directly. These Fraud Management Providers have various services that may include real-time decisioning and intelligence that is intended to reduce fraud.

While PowerBoard provides the means for you to access various Fraud Management Providers' solutions, we do not have any responsibility to you in relation to their performance. You will need to direct any claims, complaints or concerns you have in relation to the solution, to that particular Fraud Management Provider.

### **4.7.6 PowerBoard Technology**

Once PowerBoard is integrated with your eCommerce Facility, you may use it solely for receiving payments, or you may also choose to use the PowerBoard Value Added Services in respect of such payments (PowerBoard Approved Purpose).

If we give you secret API keys for live and test transactions using PowerBoard, you are responsible for keeping those keys secret. We have no liability, and you indemnify us for, any losses arising from



## **Part 4: Optional products and features**

unauthorised transactions or other losses to the extent they are the result of your failure to keep secret API keys secure.

You agree that we may periodically collect and use technical data and related information, to facilitate the provision of the software updates and any services related to PowerBoard

### **4.7.7 Ownership of PowerBoard Technology**

All Intellectual Property Rights over and in respect of the PowerBoard Material are owned by us and our licensors. You do not acquire any rights of ownership in the PowerBoard Materials.

We represent and warrant that:

- a. we are authorised to license the Intellectual Property Rights to you in accordance with this booklet; and
- b. the exercise of any Intellectual Property Rights licensed to you in accordance with this booklet will not infringe the rights of any third party

### **4.7.8 License to use PowerBoard Material**

We grant you a non-exclusive, non-transferable, revocable license to use the PowerBoard Material for the PowerBoard Approved Purpose, subject to the terms and conditions set out in this booklet. This licence is automatically revoked when we cease to provide you with access to PowerBoard or PowerBoard is terminated in accordance with clause 3.8 of this booklet.

We do not sell to you, and you do not have the right to sub-license, the PowerBoard Material.

We may update or add to the PowerBoard Material and PowerBoard Portal automatically and remotely, but we may require you to take some action to give effect to such changes. We have no liability to you for any cost arising from effecting such changes.

## **Part 4: Optional products and features**

### **4.7.9 Use of PowerBoard Material and PowerBoard Platform**

To the maximum extent permitted by law, except as expressly provided for, we provide the PowerBoard Platform to you on an “as is” and “as available” basis, without any warranties, express, implied or statutory.

The following terms apply to your use of the PowerBoard Material and PowerBoard Platform:

- i. You may only use the PowerBoard Materials and PowerBoard Platform for the PowerBoard Approved Purposes.
- ii. You may permit your employees and any third party contractors to use the PowerBoard Materials and PowerBoard Platform for the PowerBoard Approved Purposes, provided you take all necessary steps and impose the necessary conditions to ensure that all employees and any third party contractors using the PowerBoard Materials and PowerBoard Platform do not commercialise or disclose Confidential Information in relation to the PowerBoard Materials and PowerBoard Platform to any third persons, or use them other than in accordance with this booklet.
- iii. You must not distribute, sell, license or sub-license, let, trade or expose for sale the PowerBoard Materials to a third party.
- iv. You agree that we may use and disclose any information in connection with your Facility that we obtain from any third-party to provide you with access to the PowerBoard Platform and other services in relation to your Facility.
- v. You acknowledge that we rely on third parties to provide you with certain services in relation to your Facility. You consent to us sharing your information with such third parties as required, to provide you with PowerBoard and other services in relation to your Facility.
- vi. No copies of the PowerBoard Materials are to be made other than as expressly approved by us or as otherwise agreed.

## Part 4: Optional products and features

- vii. No changes to the PowerBoard Materials may be made by you or by any third party at your direction or on your behalf.
- viii. You must take reasonable steps to ensure that access to and use of the PowerBoard Materials and PowerBoard Platform is physically and electronically secure from unauthorised use or access.
- ix. You must ensure that the PowerBoard Materials retain all copyright notices and other proprietary legends and all trademarks or service marks of us or our licensors.
- x. To avoid any doubt, we agree and acknowledge that the PowerBoard Materials may be built into your third party back-end payment system(s) and that, as a result, such third party provider(s) may require access to and use of Confidential Information and Intellectual Property Rights for the sole purpose of enabling you to receive the benefits of the PowerBoard. For the avoidance of doubt, you must ensure that your third party provider(s) do not commercialise any Confidential Information or Intellectual Property Rights in relation to the PowerBoard Materials and you must ensure that at all times each third party provider is subject to binding obligations of confidentiality which require it to keep such Confidential Information confidential on terms no less onerous than those imposed on you in accordance with this booklet.
- xi. We may immediately remove or disable your access to the PowerBoard Platform or PowerBoard Materials, at any time, if you are in breach of the terms or conditions or where we consider it necessary to maintain the integrity of the operation of the PowerBoard Platform or to address security concerns. We shall give you notice at or before the time we remove or disable your access.

## **Part 4: Optional products and features**

### **4.7.10 Your Obligations**

You are accountable for all usage and activity on the PowerBoard Platform and acknowledge that we are not responsible for any services you may provide through the PowerBoard Platform.

You must:

- only use the PowerBoard Platform for the PowerBoard Approved Purposes and in a manner that is consistent with this booklet;
- comply with all applicable laws, regulations, Card Scheme requirements, and third party agreements that are binding on you, in connection with your integration and use of the PowerBoard at all times;
- comply with any reasonable direction we may issue or condition we may impose on you from time to time in connection with your integration and use of the PowerBoard Platform;
- not, and not attempt to, make any representation, warranty, or commitment on our behalf; and
- not use or knowingly permit the use of the PowerBoard Platform in a manner that is fraudulent, unlawful, deceptive or abusive, or where we have not given express authorisation or such authorisation has been withdrawn.

### **4.7.11 Your Responsibilities**

In some situations we may incur a loss or cost specifically relating to: (i) a breach of these terms and conditions; (ii) a dispute between you and the Alternative Payment Method Provider, Fraud Management Provider or other third party, or (iii) your use of the PowerBoard Platform. You will be liable for any such loss or cost and must compensate us on demand (except to the extent the loss or cost is proven to have been caused by our negligence).

## **Part 4: Optional products and features**

You are responsible for any activity initiated by you, on your behalf, or using your credentials, on the PowerBoard Platform. You will be liable for any loss directly incurred by us or a relevant third party, relating to any unauthorised activity initiated by you, your employees, or your agents and you must compensate us on demand (except to the extent the loss or cost is proven to have been caused by our negligence). If your Account doesn't cover the amounts you owe us, we can use our right of set-off (see 3.5.9 Set-off). We will not be liable to you for any loss suffered or cost incurred, whether directly or indirectly, as a result of you not having sufficient funds in Your Account when we process a debit.

We are not responsible for: (i) any acts or omissions in connection with your use of the PowerBoard Platform including the delivery of goods or services to your customers or any other third parties; (ii) compliance with laws and obligations related to your offering; or your use of the PowerBoard Platform; and (iii) providing customer service, notifications, receipts, handling refunds or consumer complaints, or taking other actions related to your offering.

Neither of us is responsible to the other for any lost profits, or any indirect, punitive, incidental, special, consequential, or exemplary damages arising out of, in connection with, or relating to the PowerBoard Platform, including the use of, inability to use, or unavailability of the PowerBoard Platform.

This clause applies to the maximum extent permitted by law, and applies regardless of the legal theory or cause of action on which the claim is based, including contract, tort (including negligence, product liability, or otherwise), strict liability, or any other basis.

### **4.7.12 Communication or Service Failure**

We do not warrant that the PowerBoard Platform that we provide will be fault free or that any problem with the PowerBoard Platform can be solved immediately or quickly. You acknowledge that the PowerBoard Platform relies on factors outside our control.

## **Part 5: Meaning of words**

We will use reasonable endeavours to overcome any fault in the services we provide to you, on the PowerBoard Platform, as quickly as possible, We are not liable to you for any direct or consequential losses which arise from disruptions to our systems or processes related to the PowerBoard Platform. We are not responsible for any applications provided by developers other than ourselves (and whether or not downloaded from your device or compatible mobile smartphone or tablet device). We can't control the operations and systems of other institutions or telecommunication providers, and we're not liable to you for any loss from disruptions to the operations or systems of those institutions or providers.

### **4.7.13 Suspension and termination**

Our rights to suspend your Facility under clause 3.8 of this booklet, include a right to suspend your access to the PowerBoard Platform. Our rights to terminate the Facility under clause 3.8 extends to the PowerBoard Platform.

### **4.7.14 Commissions**

We may receive a commission or fee from Alternative Payment Method Providers, PowerBoard Value Added Services providers that relates to the PowerBoard Platform. This may be a flat fee, or based on your Transaction volume.

# Part 5: Meaning of words

This part lists the key terms used in the document and what they mean.

When we refer to a document, including this Agreement, this includes any variation or replacement of that document.

Where we give examples of something this does not limit other situations that may also apply.

## **Agreement**

The agreement between you and us regarding your Facility and any related services, as set out in this document.

## **Alternative Payment Method**

Any method of payment approved by us for use with PowerBoard from time to time, other than a Transaction completed by the use of a Card or Card Details.

## **Alternative Payment Method Account**

The account that you open with the Alternative Payment Provider in order to be able to access their Alternative Payment Method.

## **Alternative Payment Method Provider**

Any party approved by us to provide an Alternative Payment Method.

## **Bank, we, us *and* our**

Commonwealth Bank of Australia ABN 48 123 123 124.

## **Banking Day**

A weekday other than a day that is a Public Holiday.

## **Billing Material**

Quotations, invoices, receipts and payment information.

## **BPOINT**

The service we offer for the processing of Payments by customers by debit entries to credit or debit accounts held with a financial institution or any other payment method made available from time to time under this Agreement to credit to Your Account.

## **Part 5: Meaning of words**

### **Card**

Any debit or credit card, but not a charge card, regardless of its form, whether traditional card, virtual, part of a digital wallet, wearable device or otherwise tokenised.

### **Cardholder**

A person to whom a Card is issued.

### **Card-not-present**

This includes online Transactions and Transactions by mail order or phone.

### **Card Scheme**

The Mastercard, Visa, UnionPay International and eftpos card schemes. These schemes publish rules that apply to entities like us that process Card Transactions on behalf of merchants.

### **Compatible Mobile Smartphone or Tablet Device**

The compatible internet connected device (for example a compatible mobile phone or tablet device) you use to link to your Mobile Terminal.

### **Correction**

A Transaction to correct a processing error. It does not include the processing of Customer Claims.

### **Customer Claim**

A claim by a customer for a refund of a Payment (made using BPOINT) for any reason.

### **CVV (Card Verification Value)**

The last three digits printed on the signature panel on the back of a Card used in a Card-not-present situation to confirm that the customer is holding the actual card (also known as the "CVC2" or "CW2").



## **Part 5: Meaning of words**

### **Multi Network Debit Card**

A payment card displaying two debit payment networks – eftpos (eftpos Payments Australia Limited) and another card network (for example, Mastercard debit, Visa debit).

### **Facility**

Means your merchant facility and includes using terminals, online solutions and optional products or features.

### **Fee Schedule**

Any list or notice of fees we provide to you.

### **Illegal Transaction**

A Transaction which is contrary to applicable laws or not permitted under Card Scheme rules as notified to you.

### **Mobile Terminal**

A Smart, Smart Mini, Essential Lite or replacement of one of these terminals provided to you by us

### **Payment**

A payment made, or to be made, by or on behalf of a customer to you through your Facility which is credited, or to be credited, to an account of yours.

### **PowerBoard Material**

All rights, title and interest in the patents, copyright (including rights in derivative works) moral rights, rights of publicity, trademarks, logos and designs, trade secrets, marketing material, file specifications, technical specifications, software and other intellectual property embodies in, or contain in the PowerBoard technology including the PowerBoard Portals and APIs.

### **PowerBoard Platform**

Payments system connecting you to a variety of payment gateways, other online supported services and the PowerBoard Portal.

## **Part 5: Meaning of words**

### **PowerBoard Portal**

A single portal accessible through the PowerBoard Platform that allows you to view and manage your transactions, user roles and alternative payt.

### **PowerBoard Value Added Services**

A value-added service are features or solutions that go beyond the minimum requirements of processing and handling payments.

### **Public Holiday**

A day which is a national public, bank or special holiday.

### **SDK**

A software development kit provided by us to facilitate integration of your website and web-based applications.

### **Store and Forward**

A mode on a terminal that allows you to continue to process Transactions under your floor limit, as per normal, even in instances where the terminal cannot connect to the Bank.

### **Transaction**

Any sales, refund or cash out transaction completed by use of a Card or Card details, (including a bill payment).

### **you**

The person we approve as the “merchant” when we process your application form. If there is more than one, “you” means each person separately as well as every two or more of them jointly.

Where we refer to “you” doing something, this also includes anything your staff or anyone else acting on your behalf does.

### **Your Account**

The bank account you must maintain under this Agreement, and where the context permits includes any separate account we permit under section 3.5.1 Maintaining an account.







