Merchant Agreement

Terms and Conditions

Dated 1 October 2026

These products are issued by the Commonwealth Bank of Australia
ABN 48 123 123 124 AFSL 234945.

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While it is important to read this whole document, please note:

Privacy and data

Using the Facility may require the disclosure of information including to third parties. For this reason, we recommend that you read this document carefully before using the Facility.

For more information on how we collect information about you and what we may do with it, refer to the Group Privacy Statement available on our website.

Security

It is important that you keep your Facility secure (including any Outlet, terminal, online solution or optional product or feature) and notify us in certain circumstances.

See clauses 2.2, 2.4.2, 2.8, 3.2, 3.4, 4.2.5 and 4.7.9.

Chargeback claims or Transaction disputes

You may be liable for any chargeback claim or dispute in respect of a Transaction if you breach Card Scheme rules. For example, if you process a refund to an account which is different to the account used in the original Transaction.

See clauses 2.7, 2.9, 2.10, 3.3.5, 3.3.8 and 3.7.

Transactions

You must not process illegal Transactions through your Facility. If you do, we may take action, and you may incur liability. Additional restrictions and requirements apply to the processing of Transactions.

See clauses 2.11 and 3.3.

Fees and charges

Use of the Facility is subject to fees and charges. See clause 3.6.

Limits on use of the Facility

In certain circumstances, we may limit your use of, or access to, the Facility (including any Outlet, terminal, online solution or optional product or feature).

See Parts 3 and 4.

Termination and suspension

You and we each have rights to terminate this Agreement. We may also suspend your Facility (in full or in part) in certain circumstances.

See clause 3.8.

Liability and indemnity

There are circumstances where you are liable and we are not liable under this Agreement. You are also required to indemnify us, our agents, suppliers and our contractors against certain losses.

See clauses 2.7, 2.9.4, 2.9.6, 2.11.1, 3.3.5, 3.3.6.1, 3.3.8, 3.5.1, 3.5.5, 3.5.6, 3.8.2, 4.2, 4.3.3, 4.5, 4.6, 4.7.2, 4.7.6, 4.7.8, 4.7.11 and 4.7.12.

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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	
Online	**commbank.com.au/merchantsupport**
General enquiries	Freecall **1800 230 177** 24 hours, 7 days
Stationery ordering	commbank.com.au/eftposstationery
Suspected Card fraud	Freecall **1800 023 919** and press 1 24 hours, 7 days

Part 1: Where to get help

If you have a complaint, you can contact us in the first instance, using the above contact details. You can also make a complaint verbally or in writing in the following ways:

- by contacting us on **1800 805 605**;
- by visiting commbank.com.au/contact-us/compliments-complaints and completing the online complaint form; or
- by writing to our complaints team at CBA Group Customer Relations, Reply Paid 41 Sydney, NSW 2001

You will be advised of the details (including the timeframes) of our internal dispute process. We will do our best to resolve your complaint promptly. If you are not satisfied with our handling of your matter, you can refer your complaint to external dispute resolution. The Australian Financial Complaints Authority (AFCA) scheme is a free service established to provide you with an independent mechanism to resolve specific complaints.

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

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.
- 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

If you accept Payments through a website or hosted payment pages, you must display and keep current:

- your business name (and ABN, where applicable) and trading name;
- your business address and contact details;
- a clear description of the goods and/or services offered, pricing arrangements and any applicable customer charges;
- your refund, cancellation, delivery, privacy policies and terms and conditions; and
- any other information we reasonably require.

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

- your website name corresponds with, or is otherwise clearly identifiable to, the name appearing on cardholder statements. If you change your website name, URL or other details relating to your trading with us, you must notify us in accordance with clause 3.10.1.

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

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 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.

Step 4 – Stationery

For your terminal to work 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;
- 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.

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 cameras 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.

2.5 Ordering accessories and stationery

2.5.1 Ordering accessories

You may order accessories related to your Facility by contacting us. Refer to **Part 1: Where to get help** on how to contact us.

The availability and fulfilment times of accessories may vary depending on stock and delivery location. Applicable fees will be disclosed prior to order confirmation.

2.5.2 Ordering stationery

To order stationery, visit commbank.com.au/eftposstationery
For alternative ways to contact us, refer to **Part 1: Where to get help**.
At the time you place your order we will tell you the costs, including postage. Please allow five Banking Days for delivery.

2.6 If the system is down

If the merchant services system is down, you may be able to continue accepting transactions using Store and Forward. If you have a terminal that doesn't have Store and Forward, you will not be able to process transactions while the terminal is offline. Please use alternative methods of payment.

2.6.1 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;
- 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 Store and Forward, 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. Merchants should ensure the Cardholder signs the Transaction receipt and the signature is verified, which may be required as evidence in the event of a chargeback.

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

2.6.2 Floor limits

A 'floor limit' is the highest Transaction amount you can process during system downtime. If a Transaction is over your floor limit, it will be declined.

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;
- for all Transactions where the Cardholder is not present, the floor limit is $0 (i.e. transactions cannot be completed during system downtime);
- 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 call us on **1800 230 177** for assistance.

2.6.3 Manual Transactions

Transactions processed manually will not be accepted. If you submit an offline paper voucher it will not be accepted or processed.

2.7 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.

2.7.1 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.

2.7.2 Refunds during downtime

If your terminal is offline, you will not be able to process refunds. You will need to wait until the terminal is online to process refunds.

2.8 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.

2.8.1 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 Card information 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.

2.8.2 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;
- 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.

2.9 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.

2.9.1 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 (this is known as a Bank Identification Number (BIN) attack). In severe cases, transaction processing may be suspended without notice;
- 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;
- someone manually enters stolen Card or account number details on the terminal or online merchant facility.

2.9.2 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.

2.9.3 Tricks of the fraudster

Fraudulent orders usually share a number of characteristics, especially for Card-not-present Transactions e.g. made over the internet, Interactive Voice Response (IVR) or by mail order or telephone order ('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:

Rush orders	Urgent requests for quick or overnight delivery.
Random orders	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.
Out of character orders	Transaction amount is inconsistent with the average transaction size of a typical order received.
Suspicious delivery address	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.
Multiple cards	If a customer wants to pay with multiple Cards.
Multiple purchases on one Card in a short period of time	Multiple Transactions are charged to one Card over a very short period.
Terminal misuse	If a customer is taking a long time to enter their PIN, or is suspiciously handling the device.
Manual Card number entry	A customer requesting to manually enter their Card number on the terminal.
Hesitation (telephone orders or where the Card is presented)	A customer hesitates or seems uncertain when giving personal information, such as a postcode or the spelling of a street or family name.

2.9.4 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.

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:

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.

2.9.5 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.

Check 1	**For online solutions, use additional security features such as fraud scrubbing or two-factor authentication tools such as 3D Secure**
Check 2	**For online solutions, use 'Card Verification Value' (CVV)** 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.
Check 3	**Ask for comprehensive customer details and do validity checks** Take reasonable steps to satisfy yourself of your customer's identity.
Check 4	**Follow up with an order confirmation** Call the customer some time later to confirm order details before delivering.
Check 5	**Ask for identification on delivery and don't leave goods at unattended addresses**
Check 6	**Use minimum and maximum Transaction amount controls** The size of the amounts will vary depending on your business. Minimum and maximum amount controls allow you to control risk.
Check 7	**Contact our call centre staff to verify suspicious activity on 1800 230 177**

2.9.6 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.

2.10 Disputes and chargebacks

2.10.1 Card Scheme Disputes and Chargebacks

The rules of the Card Schemes and American Express (**AMEX**)/Japan Credit Bureau (**JCB**) allow a Cardholder and the Cardholder's bank to dispute a Transaction in certain situations.

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.

2.10.2 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).

2.10.3 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.
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 assess 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 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 chargeback and the Transaction will be 'charged back' (debited) to Your 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 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.

2.10.4 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.

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.

2.11 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 Visa Integrity Risk Program (VIRP).

2.11.1 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

If you have any questions regarding AMEX/JCB transactions, please contact AMEX/JCB directly.

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.

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 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 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 restrictions

From 1 October 2026, you must not surcharge for accepting card payments, unless the surcharge is permitted by a Card Scheme or AMEX/JCB rules which we tell you about, or by law.

We will disable the surcharge functionality from your Facility. However, it remains your responsibility to comply with the surcharging restrictions including your systems, software and customer-facing materials.

If you breach the surcharging restrictions, it may result in a chargeback and/or you may need to reimburse us for any disputed Transactions.

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;
- 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).

3.3.7.2 Credit/Charge cards (AMEX/JCB)

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

Our only obligation to you in relation to any AMEX/JCB transactions is to send the transaction details to AMEX/JCB.

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. Note: 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 UnionPay International 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. UnionPay International Cards must not be accepted for the following:

- Betting, including lottery tickets, 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;
- Real estate investment;
- 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/eCommerce Transactions and network selection

Contactless/eCommerce Transactions 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.

3.4 Securing cardholder information

3.4.1 Data security standards

The Card Schemes and AMEX/JCB 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 and/or AMEX/JCB, 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 Your Account

You must nominate and maintain a transaction account (**Settlement Account**) linked to your Facility.

We will settle your Transactions to your Settlement Account. We will usually debit your Settlement Account for fees, charges, chargebacks and other amounts you owe us under this Agreement, and you agree that we may do so.

We may also require you to nominate and maintain one or more additional transaction accounts linked to your Facility.

For example, we may require you to nominate and maintain a:

- **Billing Account:** an additional transaction account you nominate from which we may debit fees, charges, chargebacks and other amounts you owe us under this Agreement; and
- **Chargeback Account:** an additional transaction account from which we debit chargebacks only.

You must only nominate an account as one of Your Accounts where you are permitted by law to use it for that purpose. We may from time to time impose additional restrictions on the types of accounts that can be nominated, and we will inform you if a nominated account does not meet these additional restrictions. Unless required by law, we will not verify the nature of any of Your Accounts. However, we may require that you nominate an alternative account including, without limitation, where your original nomination does not comply with our restrictions.

For clarity, if you nominate a statutory trust account as a Settlement Account, that account cannot be used as a Billing Account or Chargeback Account. You must nominate a separate, eligible account for those purposes and that account cannot be a statutory trust account.

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

You may also nominate one or more additional transaction accounts to be linked to your Facility, which must be approved by us.

You authorise us to debit Your Accounts for such amounts owing to us in connection with this Agreement.

If any of Your Account(s) are held with another financial institution you must enter into and maintain a direct debit arrangement with us for debiting of amounts from that account as contemplated by this Agreement.

Changes to Your Account

If we require changes to Your Account(s) or changes to the types of debits taken from Your Account(s), we will provide you with at least 30 days' notice of the change we require (or such shorter period agreed with you or required to comply with laws or regulations). If you do not agree to the change set out in the notice by the end of the notice period, we may exercise our right under clause 3.8.4 to terminate your Facility.

If you wish to change Your Account(s) or payment channel, you must ask us before making any change, and the change must be approved by us. If we are not informed of or don't approve a change, and a settlement delay eventuates, we will not be liable for any losses (including interest).

3.5.2 How we settle with you

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

3.5.3 Electronic Transactions

You may select automatic settlement times for your Facility or settle manually on certain devices. Where you do not select a settlement time, we will nominate settlement times for you.

3.5.4 Same day settlement

If your Settlement Account is one of our eligible business transaction accounts we will settle to your Settlement Account on the same day provided the Transactions are processed prior to that day's settlement cut-off time. In certain scenarios we may notify you that same day settlement is not available.

If Your Account is with us but same day settlement is not available

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.

3.5.5 What you must pay us

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

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

Covering amounts you owe us

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 3.5.7 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.

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;
- 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.

3.5.6 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.

3.5.7 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.

We can also place a hold on Your Account (whether the Settlement Account and/or, any Billing Account or Chargeback 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 charges, or costs.

3.5.8 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 (whether the Settlement Account and/or any, Billing Account or Chargeback Account) 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 3.5.8 are material terms of this Agreement.

3.6 Fees and charges

You must pay us the fees and charges 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 and charges

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

We also deduct and/or charge some other fees and charges, such as costs of accessories and stationery and other fees associated with 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 and charges

Fees and charges 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;
- 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 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 charges, and the Facility you use including any part of the Facility) at any time by giving you 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 it if the government publicises the introduction or change).

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.

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 Outlet, online solution or an optional product or feature) in the same way.

We may suspend your Facility or any part of 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 or any part of 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 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 (whether your Settlement account, or any Billing Account or Chargeback 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 term 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;
- 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 or comply with any request we reasonably require 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 and charges from Your Account, including termination fees and charges.

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.

You

When this Agreement terminates you must:

- not process any further Transactions;
- maintain Your Account for 180 days so that we can continue to debit fees and charges and process chargebacks from 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; and
- if applicable, contact AMEX/JCB to terminate any agreement you have with them.

3.9 Managing your Facility

3.9.1 Keeping your details up-to-date

You must ensure we always have your most up-to-date contact details, including your postal address and email address. You can update your details by contacting us (See Part 1 for contact details). If we reasonably consider that we have incorrect or out-of-date contact details for you, we may stop issuing statements and notices to you through your preferred contact channels, and destroy any paper statements.

3.9.2 Statements and notices

How we issue statements and notices

Where applicable, we will issue you with your statements and notices by:

a. making the information available on NetBank and/or the CommBank App where a proprietor or director of your business is registered to use NetBank and/or the CommBank App;

b. making the information available on 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;

c. sending an email to the email address you (or an authorised signatory or CommBiz Authoriser) have given us;

d. sending an electronic message to any other electronic address you (or an authorised signatory or CommBiz Authoriser) have given us;

e. sending it by post to the postal address last notified to us;

f. giving it to you, or to one of your staff at your place of business;

g. advertising in the national or local media (in which case we will also post the notice on our website); or

h. any other means we agree with you.

The postal address will be visible to anyone with access to view correspondence online or by mail.

You, an authorised signatory or CommBiz Authoriser, can change your/their electronic contact details in NetBank or CommBiz, by visiting a branch or by calling us on **13 2221**.

We record that you received an electronic statement or notice on the day that our notification enters the first external information system, such as the server of the relevant email address. Even if we normally provide statements or notices in one of the manners provided above, we may occasionally send you a statement or notice by another method described above instead – for example, if we're unable to provide the information via the first channel.

Where we provide notice by advertising in the national or local media, that notice will take effect on the day the advertisement appears in the media, unless a later date is set out in the notice.

Notices by post are taken to be received on the sixth Banking Day after posting.

We provide details of Transactions and fees and charges in your merchant statements.

We may also issue supplementary statements and notices to you, particularly where it is not possible to include certain costs or adjustments in your merchant statements. Where we do so, you should refer to all such statements and notices when reviewing your details and making decisions about your Facility.

3.10 Miscellaneous

3.10.1 Information

We may share your information with others as set out in our application form and our Group Privacy Statement 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, trading name, or a change in types of goods or services being sold, or where applicable, your website URL or hosted payment page.

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.

3.10.2 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.

3.10.3 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.

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.

3.10.4 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.

3.10.5 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.

3.10.6 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.

3.10.7 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.

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").

3.10.8 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.

3.10.9 Trustee

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

3.10.10 Making Adjustments

We will use best endeavours to ensure that our systems and processes calculate and apply fees, reductions, benefits or other amounts or features as described in these terms and conditions. However, sometimes errors do occur, for example due to:

- the limitations of our systems and processes;
- the operation of manual processes;
- changes to our systems and processes; or
- things that are beyond our knowledge or reasonable control.

Where that happens, without limiting any rights you may have relating to the error, we may, as appropriate, at a later time but as soon as practicable after the error has been identified:

- make adjustments to put you in the same position as if we had applied the correct amount or made the correct calculation initially;
- provide that reduction, benefit or feature to you, and make adjustments to put you in the same position as if we had provided the reduction, benefit or feature as described;
- take the action required, and make adjustments as necessary to put you in the same position as if we had taken the action as described.

Part 4: Optional products and features

4.1 About this part

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

- App Marketplace and payment applications, 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 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. You may also be required to accept additional terms and conditions before you can use optional products or features. We will notify you if this is the case.

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 and payment applications

If you use any app on your point of sale terminal, including any downloaded through the App Marketplace or any that has been pre-installed on your terminal, these features form part of your Facility. You may need to accept the terms and conditions for that app before you use it. Our liability for your Facility is limited in the manner set out in clause 3.5.7 of this Agreement.

4.2.1 App Marketplace

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 hosts apps developed by us and by third party developers.

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 and charges 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 or charges 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 or charges 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.

4.2.2 Smart Sync and Smart Dash

Smart Sync is a payment application available on compatible Essential Max terminals and Smart Lite terminals or such other terminals we advise you are compatible (the **Compatible Terminal**). Smart Sync may come pre-installed and enabled with your Compatible Terminal.

Smart Sync includes access to Smart Dash, a reporting and dashboard application.

By using a Compatible Terminal with Smart Sync and Smart Dash you acknowledge and confirm your agreement to the Smart Sync app End User Licence Agreement and Smart Dash End User Licence Agreement (together the **Smart Sync Terms**), available via the merchant support hub on our website.

You may disable Smart Sync at any time. If you disable Smart Sync, certain background processes required to support Compatible Terminal functionality may continue to operate. However, the Smart Sync reporting and dashboard features will not be available.

4.2.3 Software and instruction manuals

We issue instructions or manuals, which you must follow, explaining how to access the App Marketplace and use your Smart Terminal. 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 by searching EFTPOS & Merchant Support – CommBank.

We may from time to time update the software needed to use your Smart or Essential Terminal, 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 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 Payments through your Smart, Essential, or Mobile Terminal. You may only use any marketing material solely to promote your ability to accept Payments through your Smart, Essential

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 or pre-installed apps, will be fault free or that any problem with the App Marketplace and/or the app can be solved immediately or quickly. You acknowledge that those services may rely on factors outside our control. We will use reasonable 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 cannot 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 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.

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

Migration of tokens is available for select eCommerce products, facilitating the transfer of gateway tokens to our eCommerce platform. The accuracy of the data provided by the merchant is critical to the success of the token migration process. All data must adhere to our approved format and standards. We will not modify the data provided; it is the sole responsibility of the merchant to ensure the correctness of the data.

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

Incorporating some of the following tools as part of your broader security and compliance measures may help to reduce fraud and mitigate the severity of fraud attacks:

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 address vulnerabilities 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 a Transaction. This process increases the likelihood that the Card is in the possession of the cardholder making the Transaction.

3D Secure (3DS)

3DS is an additional layer of security for online card transactions which is available on selected eCommerce facilities. It provides an extra step of verification, making it harder for unauthorised users to make purchases with someone else's card.

3DS may not be available for some Transactions if you enable least cost routing (LCR).

Note: The Card Schemes and AMEX may exclude certain Cards from 3DS, please refer to their websites for Cards excluded from this program.

hCAPTCHA:

hCAPTCHA is a security platform that can help stop bots using machine learning algorithms and retaining no cardholder personal information.

4.3.5 Click-to-Pay

Click-to-Pay is available as a feature on some of our eCommerce products. It is designed to replace manual Cardholder data entry by creating a Click-to-Pay profile ("Cardholder C2P Profile") that can be used to streamline the online checkout experience. To enable and use Click-to-Pay you will need to review and comply with the documentation provided as part of the relevant eCommerce product integration guides for this feature, including following the required steps to enable the feature on your eCommerce site.

When you enable Click-to-Pay, you will be responsible for ensuring that your eCommerce site captures the express consent of Cardholders, to share their information with the relevant Card Scheme or AMEX to enable them to verify the Cardholder C2P Profile.

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.

Smart Mini App: You will be required to download the Smart Mini App via the Apple App Store or Google PlayTM 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 AndroidTM 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 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.

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 (e.g. 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.

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.

4.6 Third Party POS Integration Software Features

We may work with third party providers such as Point of Sale (POS) software providers to enable you to connect various applications and features to your compatible Facility.

These applications and features are enabled by your selected third party software provider (e.g. POS software provider) and you therefore acknowledge that CBA is not responsible for the operations of such applications and features. Should you have any issues with these applications or features, you must raise such issues directly with your software provider. You are also responsible for ensuring that the apps and features are and remain compatible with your Facility and supported by your third party software provider.

We will not be liable for any losses you may incur arising from your use of apps and features, nor their ongoing compatibility with the Facility. Where an app or feature is no longer compatible, you may no longer access an integrated solution. However, we will continue to enable the availability of your facility in a 'stand-alone' mode.

4.7 eCommerce Platforms

4.7.1 eCommerce Platforms

eCommerce Platforms, including Connected Payments and PowerBoard, are payment orchestration platforms that allow you to connect to multiple alternative payment methods (Alternative Payment Methods) and value added services (Value Added Services) through a single integration. To utilise an Alternative Payment Method or Value Added Service, you will be required to enter into a separate commercial agreement with the relevant service provider(s).

To utilise the services through an eCommerce Platform, other than payments by Card, you will need to integrate your website or app into that eCommerce Platform. 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.

Separate and multiple integrations may be required where you use more than one eCommerce Platform.

4.7.2 Connecting to an eCommerce Platform

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

When connecting to an eCommerce Platform 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 eCommerce Portal

eCommerce Portals may allow you to view and manage your transactions in a single portal. You can manage staff access in each eCommerce 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 an eCommerce Platform 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 Value Added Services and Alternative Payment Methods

When you integrate your eCommerce system with an eCommerce Platform, you may have the ability to access Value Added Services and Alternative Payment Methods. Third party providers of such Value Added Services and Alternative Payment Methods may require you to establish and activate an account with them and you will need to accept the terms of the relevant third party if you wish to access the features and services provided by that third party.

Fees and charges may apply to your use of Value Added Services and Alternative Payment Methods. We are not responsible for any billing, pricing, charges or performance of any Value Added Service Provider or Alternative Payment Method Provider, and you must direct any claims, complaints or concerns regarding any Value Added Service or Alternative Payment Method to the relevant third party provider.

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

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 eCommerce Platform Technologies

Once you have integrated with an eCommerce Platform, you must only use it to receive payments using an Alternative Payment Method and/or to receive Value Added Services. (each an **eCommerce Platform Approved Purpose**).

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

4.7.6 Ownership of eCommerce Platform Technologies

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

4.7.7 License to use eCommerce Platform Materials

We grant you a non-exclusive, non-transferable, revocable license to use the eCommerce Platform Materials for the eCommerce Platform 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 an eCommerce Platform or your Facility 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 eCommerce Platform Materials.

We may update or add to the eCommerce Platform Materials and eCommerce Platform Portals 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.

4.7.8 Use of eCommerce Platform Materials and eCommerce Platforms

To the maximum extent permitted by law, except as expressly provided for, we provide the eCommerce Platforms 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 eCommerce Platform Materials and eCommerce Platform:

i. You may only use the eCommerce Platform Materials and eCommerce Platforms for the eCommerce Platform Approved Purposes.

ii. You may permit your employees and any third party contractors to use the eCommerce Platform Materials and eCommerce Platform for the eCommerce Platform 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 eCommerce Platform Materials and eCommerce Platform do not commercialise or disclose Confidential Information in relation to the eCommerce Platform Materials and eCommerce 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 eCommerce Platform 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 eCommerce Platforms 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 the eCommerce Platform and other services in relation to your Facility.

vi. No copies of the eCommerce Platform Materials are to be made other than as expressly approved by us or as otherwise agreed.

vii. No changes to the eCommerce Platform 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 eCommerce Platform Materials and the eCommerce Platforms are physically and electronically secure from unauthorised use or access.

ix. You must ensure that the eCommerce Platform 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 eCommerce Platform 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 eCommerce Platforms. 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 eCommerce Platform 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 eCommerce Platforms or eCommerce Platform 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 eCommerce Platforms or to address security concerns. We shall give you notice at or before the time we remove or disable your access.

4.7.9 Your Obligations

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

You must:

- only use the eCommerce Platforms for the eCommerce Platform 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 eCommerce Platforms 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 eCommerce Platforms;
- not, and not attempt to, make any representation, warranty, or commitment on our behalf; and
- not use or knowingly permit the use of the eCommerce Platforms in a manner that is fraudulent, unlawful, deceptive or abusive, or where we have not given express authorisation or such authorisation has been withdrawn.

4.7.10 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, Value Added Service Provider or other third party, or (iii) your use of the eCommerce Platforms. 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).

You are responsible for any activity initiated by you, on your behalf, or using your credentials, on the eCommerce Platforms. 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 3.5.8 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 eCommerce Platforms 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 eCommerce Platforms; 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 eCommerce Platforms, including the use of, inability to use, or unavailability of the eCommerce Platforms.

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.

4.7.11 Communication or Service Failure

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

We will use reasonable endeavours to overcome any fault in the services we provide to you, on the eCommerce Platforms, 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 eCommerce Platforms. 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.

4.7.12 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 eCommerce Platforms, including any Alternative Payment Method or Value Added Service. Our rights to terminate the Facility under clause 3.8 extends to the eCommerce Platforms.

4.7.13 Commissions

We may receive a commission or fee from Alternative Payment Method Providers, Value Added Service Providers that relates to the eCommerce Platforms. 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, including this document and such other document issued by us which applies to your Facility and related services.

Alternative Payment Method

Any method of payment approved by us for use with an eCommerce Platform 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 Account

Has the meaning given in section 3.5.1.

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.

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.

Chargeback Account

Has the meaning given in section 3.5.1.

Connected Payments

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

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").

eCommerce Platform

Has the meaning given in section 4.7.1.

eCommerce Platform Materials

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 eCommerce Platform technologies including the eCommerce Platform Portals and APIs.

eCommerce Portal

A portal accessible through an eCommerce Platform for the purposes of Connected Payments or PowerBoard or such other eCommerce Platform made available to you.

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 Outlets, terminals, eCommerce Platforms, online solutions and optional products or features.

Fee Schedule

Any list or notice of fees and charges 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

Outlet

A distinct place or channel through which you conduct payment acceptance activities, including:

a. a physical location from which you carry on business; or

b. a logical or non-physical commercial presence (including an online site, application or digital channel).

An Outlet may be established where we require separate identification of your payment acceptance activities for reasons including (without limitation):

- separate business management;
- separate pricing and settlement arrangements; and
- other operational, reporting, regulatory or risk management considerations.

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

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

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.

Settlement Account

Has the meaning given in section 3.5.1.

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.

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).

Value Added Services

Means features, services or solutions that are accessible through an eCommerce Platform and are provided by third party providers, other than an Alternative Payment Method.

Value Added Service Account

The account that you open with Value Added Service Provider in order to be able to access their Value Added Service.

Value Added Service Provider

Any party approved by us to provide a Value Added Service.

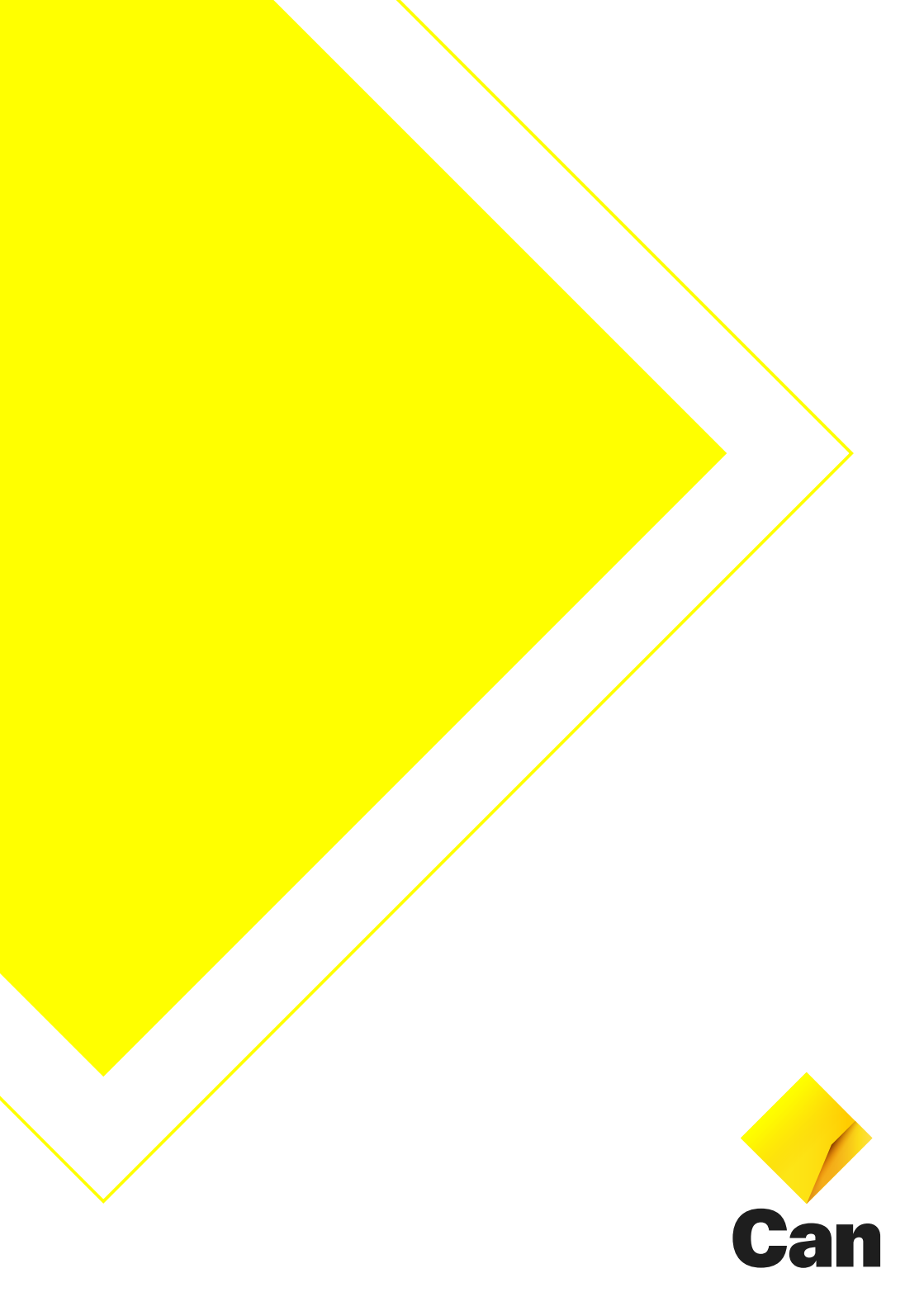
you

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

Unless otherwise stated, means: the Settlement Account you must maintain under this Agreement, or where the context requires means any Billing Account or Chargeback Account or such other transaction account approved or required for use.


Can