

Interim Tyro Merchant Terms & Conditions.

27 April 2021

Interim Tyro Merchant Terms and Conditions

Tyro Payments Limited (**Tyro**)

ABN 49 103 575 042

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Interim Tyro Merchant Terms and Conditions

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Terms & Conditions

1. About these Terms and Conditions

These Terms and Conditions form part of your Agreement with us that regulates your Merchant relationship with us, Tyro, and sets out the Merchant Services which we provide to you.

2. What makes up this agreement

The Agreement between you and us in relation to the provision of Merchant Facilities is made up of the following:

- these Terms and Conditions;
- the Letter of Offer issued to you, if applicable, and any detailed statement headed "Schedule A Merchant Agreement" issued to you; and
- the application for Mail/Telephone, if applicable; and
- any annexure to the Agreement applicable to a Transaction method you may use which is signed and dated by you and us for identification; and
- any agreements made regarding the use of any equipment or software; and
- the User Guide.

3. Approved transaction methods

The Transaction methods which you may use at the date of the Agreement are described in your Letter of Offer or "Schedule A Merchant Agreement" and may be:

- a) Transactions processed via an Electronic Terminal, subject to clause 19; and/or
- b) Transactions processed via an Online Service, subject to clause 20, including the following:
 - Website Payment Gateway;
 - Online MOTO; and
 - Batch Processing.

4. Card acceptance

You must:

- a) only accept those Cards detailed in Clause 6;
- b) stop accepting a Card immediately if:
 - we provide Notice for you to do so; or
 - this Agreement is terminated; and
 - stop using or displaying relevant decals and advertising material if you stop accepting a type of Card.

5. Use of cards

You may:

- a) accept a Card in a Credit Transaction only for the supply of goods and services or the processing of a refund in respect of goods or services supplied by you; or
- b) accept a Card in a Debit Transaction for the supply of goods or services and to allow a Cardholder to debit their cheque or savings account to obtain cash from you.

You cannot:

- c) supply cash where the Card is used for a Credit Transaction; or
- d) carry out refunds to your own Card; or
- e) use this facility as a means of funds transfer between your own accounts; or
- f) carry out a refund to any Card to which an original purchase has not been processed via your facility. Any

refund amount must not exceed the value of the original sales Transaction.

6. Cards accepted

You can process Transactions using those Cards specified by us in your Agreement or otherwise in writing at the commencement of your Agreement. These are the following Cards:

- a) all Cards displaying the Visa or Mastercard logo or the logo of their international affiliates; and
- b) all Cards displaying the EFTPOS symbol (note: only Electronic Terminals used in a Card Present situation can accept these Cards); and
- c) Charge Cards, if we have programmed your facility under clause 7 to do so.

You must not:

- d) prefer one type of Card over another (however, this does not restrict you from charging different Merchant surcharge rates for different types of Cards – see clause 11).

7. Charge Card

We may program your Electronic Terminal or Online Services to accept Transactions involving a Charge Card issued under a Charge Card scheme provided you have a separate agreement with the relevant Charge Card scheme operator and inform us in writing of your Merchant number for that Charge Card scheme.

All we will do in relation to a Transaction involving a Charge Card is to transmit the particulars of the Transaction to the person conducting the scheme under which the Charge Card was issued. We do not make any representations and give no assurances for:

- a) the creditworthiness of any person presenting a Charge Card; or
- b) the performance of any agreement or arrangement between you and the Charge Card scheme.

8. Supply of goods and services

You undertake to:

- a) honour a Card provided by a Cardholder for the payment of goods and services to be supplied by you in accordance with the Agreement; and
- b) establish a fair policy for the exchange or return of merchandise and give credit to each such return not in cash but by issue of a refund Transaction; and
- c) establish a fair policy for the handling of orders processed in a Card Not Present Transaction situation, so as to minimise the possibility of Cardholder disputes and the unauthorised use of Cards; and
- d) discharge your obligations to Cardholders in relation to Transactions (for example, by delivering the relevant goods or rendering the relevant services).

9. Your consents

You consent to:

- a) us (or Bendigo Bank on our behalf) debiting your Nominated Account for the amount of any refunds and any amounts you owe us under the Agreement; and
- b) us (or Bendigo Bank on our behalf) attending the

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Premises, observing your use of or inspecting your records relating to the Merchant Facilities and otherwise auditing your compliance with the terms of the Agreement at any time during the Agreement and you must provide us/Bendigo Bank with such assistance, information and access to systems and records as we reasonably request if we do so; and

- c. us or our authorised representative conducting a review of your systems, after a suspected or known Data Breach has occurred. This review may require physical site access and access to all storage and transmission systems.

10. Your Obligations

You agree to:

- a) provide us correct information relating to your facility; and
- b) ensure the validity of all Transaction Receipts; and
- c) adhere to proper procedures in connection with a sale before processing a sales Transaction to us; and
- d) not make any representations regarding any goods or services which may bind us or Bendigo Bank; and
- e) promote our facilities and processes so Cardholders can affect Transactions with you; and
- f) use your best endeavours to ensure that your staff are aware of, and comply with, the Agreement; and
- g) comply with the PCIDSS (we will tell you the level of security required based on the volume of Transactions you process); and
- h) not hold a Cardholder's PIN or Pass Code as part of a Book Up Arrangement or for any other reason.

11. Recovery of service fees and surcharges

You are able to recover your Merchant Services fees and surcharges directly from those Cardholders who choose to pay for goods and services by initiating a Card Transaction. If you decide to impose a surcharge for purchases made through a Card on your Merchant Facility, it is your duty to ensure that:

- a) Cardholders are aware of the fee or surcharge that will apply to their Transaction; and
- b) Cardholders are aware of the amount of the fee (such as a surcharge expressed in \$ or as a percentage), before they enter into the Transaction; and
- c) the amount of any such fee or surcharge charged to a Cardholder will be limited to the fees incurred by you in respect of your Card Transaction and must not exceed the amount you are legally permitted to charge; and
- d) you refund to the Cardholder any surcharge paid in the event the Transaction is refunded (or provide a pro-rata surcharge refund for a partial refund) and
- e) if requested by us to validate your surcharge, you accurately complete the Cost of Acceptance Calculator. If the surcharge is determined unreasonable or unlawful you must change your surcharging practices accordingly.

If you have an Electronic Terminal with the necessary functionality, you may configure the Electronic Terminal to automatically calculate and add a surcharge for acceptance of a Card for a Transaction to the amount of the Transaction before it is authorised by the Cardholder. If you do so:

- a) you remain responsible for the amount that is calculated and charged and ensuring the amount is correct and does not exceed the amount you are legally permitted to charge;

- b) you must monitor the Electronic Terminal to ensure the surcharge is being correctly calculated and charged and notify us of any miscalculations or errors immediately;
- c) if you no longer want the Electronic Terminal to automatically calculate and charge the surcharge or you want or need to change the amount calculated and charged (including where we change the fees and charges payable by you in respect of your Merchant Facility), you must re-configure the Electronic Terminal appropriately;
- d) you must comply with any directions or instructions we give you in order to ensure the surcharge is correctly calculated and charged;
- e) we may remove the functionality of your Electronic Terminal that calculates and charges the surcharge, at any time. We may do so without prior Notice to you where we consider it is reasonable to do so to manage a material and immediate risk. Otherwise, we will give you 30 days prior notice; and
- f) we are not liable to you for any loss you suffer or incur as a result of the Electronic Terminal calculating and charging a merchant surcharge that is less or more than the amount you are permitted to charge.

12. Complaint handling procedures

We recognise that we don't always get it right and we fall short of both our own and our customers' expectations. When this happens, we want to know about it, and we will make every effort to resolve the situation in a fair and timely manner.

You can raise your concern or complaint with us by contacting the Bendigo Bank team by:

- a) telephoning the Customer Feedback Team
1300 361 911
8.30am – 5.00pm (Victorian time) Monday to Friday;
- b) Faxing on 1300 367 615;
- c) Emailing: feedback@bendigoadelaide.com.au
- d) completing the Customer Feedback form "Talk to us we're listening" available from your nearest branch or online at www.bendigobank.com.au; or
- e) writing to the Customer Feedback Team, Bendigo and Adelaide Bank Limited, Reply Paid 480, Bendigo VIC 3552.

Bendigo Bank will share any contact you have with it pursuant to this complaints handling process with us.

If you are not satisfied with the response provided by the Customer Feedback Team, you have the option of referring the matter to the Bendigo Bank Customer Advocate who will impartially assess your complaint, keep you informed of the progress and provide you with a response:

- a) telephone – 1300 139 572 (+61 3 5485 7919)
between 8:30am and 5:00pm Victorian time,
weekdays
- b) email – customeradvocate@bendigoadelaide.com.au

post/letter – write to Customer Advocate, PO Box 480 Bendigo, Vic, 3552

Alternatively (or following consideration by the Customer Advocate) you may refer your complaint directly to our External Dispute Resolution scheme, the Australian Financial Complaints Authority, who can be contacted at:

Australian Financial Complaints

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Authority
GPO Box 3
Melbourne VIC 3001
Telephone: 1800 931 678
Fax: (03) 9613 6399
Website: www.afca.org.au
Email: info@afca.org.au

13. Transaction management

You must:

- a) use only Transaction Receipt supplies, Electronic Terminals and other equipment or software authorised by us;
- b) record each Transaction on a single Transaction Receipt and obtain authorisation for each Transaction;
- c) establish a fair policy for dealing with:
 - refunds and disputes about Transactions;
 - problems with Card Not Present Transactions; and
 - issuing and processing Refund Receipts for the accepted return of goods or for orders accepted by you but not authorised by the Cardholder;
- d) provide Cardholders with an easy means of informing you of changes to their Card details or their wish to cancel their payment arrangements if you process regular payments. You must action all Cardholder requests within five business days of your receipt;
- e) obtain authorisation for all regular payment transactions;
- f) refund Transactions by means of a refund Transaction and not cash; and
- g) if a Cardholder wishes to use their Card to pay for only part of the value of a Transaction, obtain the balance in cash at the time of the Transaction;
- h) use reasonable care in a Transaction to detect forged or unauthorised signatures or the unauthorised use or forgery of a Card and, in particular, you must, where the Cardholder is required to sign the Transaction Receipt:
 - compare the signature on the Card with the signature on the Transaction Receipt; and
 - if you are unsure about the signature provided ask for further identification; and
- i) except in the case of a Card Not Present Transaction, give the Cardholder their copy of the Transaction Receipt (where requested by the Cardholder) immediately after completing the Transaction. The information on it should be identical with the information on any other copy. The Transaction Receipt must have:
 - the Transaction amount; and
 - the date and time; and
 - details of any cash provided; and
 - an indication of the account; and
 - truncated Card number and Cardholder details; and
 - Merchant name (which must be reasonably recognisable to the Cardholder).

14. Card Not Present Transactions

For a Card Not Present Transaction you must give the Cardholder a Transaction Receipt described in clause 13(i) above as soon as it is reasonably possible after one is

requested by the Cardholder.

You must:

- a) obtain Transaction authorisation within the seven days prior to the dispatch of goods to be shipped to your Customer and the sales Transaction should be processed on the date of shipping;
- b) contact the Customer to request permission to obtain a subsequent Transaction authorisation if more than seven days have elapsed between the date of the original Transaction authorisation and the goods being shipped;
- c) where the transaction is initiated by telephone, you must give the Cardholder the following information at the time of the transaction:
 - (i) a receipt number; and
 - (ii) the Transaction amount (including the amount of any surcharge); and
 - (iii) the type of Transaction (e.g. sales or refund); and
 - (iv) Merchant's trading name; and
- d) provide us with details of your practices to minimise fraud and chargebacks immediately on request and comply with practices to minimise fraud and chargebacks which are acceptable to us.

You agree that where we or any of the approved Card Schemes consider it appropriate to investigate fraud or chargebacks, we may defer crediting your Nominated Account with the amount of sales Transactions in accordance with Clause 16, pending the outcome of that investigation.

15. Information about Transactions

You must give us information about a Transaction (including the type of information, which is contained on a Transaction Receipt, as outlined in clause 13(i)):

- a) by entering the Transaction immediately if you are using an Electronic Terminal; or
- b) by entering the Transaction as soon as reasonably possible after receiving the Transaction details if you are using an Online Service.

You must retain for at least 18 months after a Transaction:

- a) for a Card Present Transaction – the original Transaction Receipt; or
- b) for a Card Not Present Transaction – any document which is evidence of the Cardholder's request to you to charge amounts through the Card.

You must provide us with the abovementioned evidence of the Transaction within seven days if we ask for it. If you fail to do so, we may charge a sales Transaction back to you if the amount cannot be collected from the Cardholder.

Whenever you provide us information or Transaction Receipts relating to a Transaction, you warrant that:

- a) all the information is accurate, complete and up to date; and
- b) the Transaction and all related documentation is valid and acceptable; and
- c) the Cardholder is not disputing any aspect of the underlying transaction between you and the Cardholder and is not making any claim or counterclaim against you in relation to the transaction.

You providing us information on a Transaction is an irrevocable order to us to act in relation to that information in accordance with the Agreement.

If we do not receive Transaction information in accordance

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with the requirements of this clause, or we reasonably determine information you have provided to us is false or misleading or deceptive, we may charge the Transaction back to you if the amount cannot be collected from the Cardholder.

16. Transaction settlement and Nominated Account

You must settle the Transactions for your Merchant Facility with us each day.

If you have an Electronic Terminal, you must settle the transactions processed through the Electronic Terminal once a day. If you do not manually settle using the Electronic Terminal, it may automatically settle.

Depending on the type of Electronic Terminal you have, we may be able to set the time the Electronic Terminal will automatically settle each day for you.

If you have an Online Service, settlement for the Online Service will occur automatically at the same time each day.

Unless we agree otherwise, you must have a Nominated Account to enable us, or Bendigo Bank on our behalf, to:

- a) pay the full amount of all valid, acceptable sales and cash Transactions you have made; and
- b) deduct the full amount of valid, acceptable refunds you have made; and
- c) deduct the amount of any Transaction we are entitled to charge back to you; and
- d) deduct any fees we are entitled to charge you and any other amounts you are liable for under the Agreement.

You agree we, or Bendigo Bank on our behalf, may credit and debit your Nominated Account for the abovementioned purposes.

If you wish to nominate an account at a financial institution other than Bendigo Bank as your Nominated Account you must sign and provide us with a direct debit request service agreement in a form satisfactory to us authorising us to debit the abovementioned amounts to the account, and provide us with evidence to satisfy us that the account is your account, before we accept it as your Nominated Account.

We will process any transfer of funds associated with settlement of your Merchant Facility to or from your Nominated Account by the end of the calendar day after settlement occurs.

In some circumstances, such as during system outages or maintenance or where settlement includes some types of Charge Card Transactions, settlement or transfers of funds associated with settlement may be delayed.

Where your Nominated Account is held with a financial institution other than Bendigo Bank, there may also be a delay between the time we process a transfer of funds to your Nominated Account and the time it is received by or made available to you.

17. Invalid or unacceptable transactions

Transactions are invalid if:

- a) the Transaction is illegal; or
- b) the Transaction has not been conducted according to the Agreement; or
- c) the signature on the Transaction Receipt is forged or unauthorised; or
- d) the Card is not valid at the time of the Transaction; or
- e) we have told you not to accept the particular Card used for the Transaction; or
- f) the Transaction is not authorised by the Cardholder or

- authorised Card user (including Card Not Present Transactions); or
- g) details on the Cardholder's copy of the Transaction Receipt does not match those on all other copies; or
- h) the Transaction Receipt is incomplete or illegible; or
- i) you give the Cardholder cash in a Credit Transaction; or
- j) you charged more than your normal price for goods and services for Transactions processed with a Card (except as allowed by Clause 1.1); or
- k) the Transaction is to collect or refinance an existing debt using a Credit Card (including dishonoured cheques); or
- l) someone other than you provided the goods or services listed; or
- m) you didn't supply or don't intend to supply the goods, services or cash listed; or
- n) the Transaction was conducted in a currency other than the Australian currency; or
- o) the Agreement was not in force on the date of the Transaction; or
- p) the Transaction was conducted prior to the Merchant Facility being made available to you; or
- q) a Card Not Present Transaction is processed, and we have not authorised you to accept Card Not Present Transactions; or
- r) you did not record reasonable identification details of the Cardholder or the validity dates on the Card for a Card Not Present Transaction order; or
- s) you did not record reasonable identification details of the Cardholder when you keyed details of an electronic Transaction into the Electronic Terminal; or
- t) you utilise the facility to direct funds to your own Card or account; or
- u) you have not complied with the requirements in any of the documents listed in the Agreement; or
- v) authorisation for the Transaction is declined for any reason; or
- w) the Cardholder disputes the Transaction for any reason and, pursuant to the relevant Card Scheme rules, the amount cannot be collected from the Cardholder; or
- x) the Cardholder makes a claim against you for a set-off or a counterclaim.

We may refuse to accept a Transaction if it is invalid or unacceptable or may charge it back to you if we have already processed it.

We may apply a processing charge for each chargeback received.

You undertake to effect best practices to minimise fraud and chargebacks.

18. Records

- a) You must securely, in compliance with the PCIDSS, keep records of accounts, Transaction Receipts, sales and refund receipts, invoices and other documents relating to your obligations in the Agreement for a period of 18 months from the date of the Transaction.
- b) You must allow us to examine your records relating to any Transaction.
- c) You cannot sell, purchase, exchange or provide any information or document relating to a Cardholder, a Card (including the Card number) or a Transaction to any person except:

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- us Bendigo Bank and our authorised agents; and
 - your business agents; and
 - the Card issuer; and
 - as required by law.
- d) Any documents containing a Card number must be securely stored in compliance with the PCIDSS and must, subject to any legislative requirements, be destroyed by you after a period of 18 months in a manner that makes the information unreadable.
- e) You must ensure that you do not record or store any prohibited data including full magnetic stripe, Card Verification Value (three- digit code normally found on the back of the card) and PIN blocks.
- f) You must make the documents relating to your obligations under the Agreement available to us on request during the period for which you are obliged to keep them. If you do not do so, and as a result we are unable to recover an amount from a person in relation to a Transaction, we may debit your Nominated Account with the amount of that Transaction.

19. EFTPOS Merchants

If you are an approved Tyro EFTPOS Merchant, the following conditions apply to your facility:

- a) The Electronic Terminal and relevant stationery must be supplied by us. The fees and charges are set out in the Letter of Offer or the "Schedule A Merchant Agreement" that forms part of your Agreement or as subsequently notified by us to you.
- b) Electronic Terminals, all related stationery, equipment and software supplied by us remains our property.
- You are responsible for any loss or damage to any of our equipment or software caused by fire, theft, explosion, flood, civil commotion or other act in or around the Premises. You must pay the full cost of replacing or repairing it. A reasonable replacement value may be determined at our sole discretion.
- You must not part with possession or control of Bendigo Bank equipment or software unless we request you to do so.
- c) You must:
- arrange a secure site at the Premises for installation of the Electronic Terminal and software;
 - ensure that this site meets our reasonable security and technical requirements; and
 - arrange and maintain, at your cost, the necessary telecommunications services (for example, telephone line, 3G/4G cellular network service, Wi-Fi or ethernet network or other internet connection etc.).
- All equipment and software which you use in conjunction with the terminals must conform to specifications we give you.
- d) You must not remove the Electronic Terminal and software owned by us or Bendigo Bank from the Premises or make any alterations or additions without prior written consent by us. If consent is given by us to relocate, alter or add to your terminal, you have to bear all the associated costs.
- e) You must ensure that you use the Electronic Terminal and any related equipment and software according to the instructions in the Agreement, the User Guides provided to you upon installation and any other

directions we or Bendigo Bank give you. You must comply with all messages we send you through the terminal. You may use the Electronic Terminal to accept Cards for:

- sending Card Transaction information to Bendigo Bank; and
- crediting funds to your Nominated Account in payment of goods and services sold to Cardholders and cash supplied to them by you; and
- debiting the Cardholder's Account.

We can debit your Nominated Account when goods already paid for via a Card are returned. All refunds should be processed electronically up to the applicable transaction and/or daily limits that apply to your Merchant Facility. You can check the refund limits that apply to your Merchant Facility, or request changes to your limits, at any time by contacting us.

We may change the limits at any time in our discretion. If we change the limits, we will notify you unless the change was made at your request. Any refunds exceeding the limits that apply to your Merchant Facility will need to be approved by us.

- f) You must:
- take proper care of an Electronic Terminal we or Bendigo Bank own and follow all our and Bendigo Bank's directions for its maintenance and protection;
 - pay for any repairs to an Electronic Terminal we or Bendigo Bank own which are necessary because of your neglect or misuse. Under normal conditions, we will maintain the Electronic Terminal at our expense;
 - arrange for electrical safety inspection and testing of each Electronic Terminal to be conducted by an appropriately qualified person and in accordance with Australian Standard AS/NZS 3760:2010 (as amended or replaced from time to time); and
 - not allow any person except our employees, contractors or agents (which, for the avoidance of doubt, includes Bendigo Bank) to service or repair any Electronic Terminal we or Bendigo Bank own.
- g) You acknowledge that Electronic Terminals are electrical devices which may cause injury or other loss as a result of electrical discharge if electrical safety testing is not conducted in accordance with Australian Standard AS/NZS 3760:2010 (as amended or replaced from time to time).
- h) You must inform us immediately if an Electronic Terminal is not working or is malfunctioning or has failed an electrical safety test. You must immediately cease to use any Electronic Terminal that has failed an electrical safety test or is overdue for electrical safety testing. We must repair the malfunctioning Electronic Terminal as quickly as possible; Neither we nor Bendigo Bank are liable to you for any loss you incur as a result of a breakdown or malfunction of an Electronic Terminal or any related equipment.
- i) To the extent permissible under the Australian Consumer Law, our liability to you for any loss you incur as a result of the breakdown or malfunction of an Electronic Terminal (where that loss does not arise out of physical injury to any person in consequence of a safety defect in an Electronic

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Terminal) is limited to, at our option, the repair or replacement of that Electronic Terminal or the supply of an equivalent terminal.

- j) If your Electronic Terminal malfunctions or stops working or we decide to cease supporting your type of Electronic Terminal, we may replace your Electronic Terminal with another Electronic Terminal. If we no longer offer or support your type of Electronic Terminal, we may replace it with a different type of Electronic Terminal. Where possible, we will seek to provide an Electronic Terminal with similar functionality, but this may not always be possible.
- k) Software
- You must use any software we provide to you in accordance with our documentation and these Terms and Conditions, and solely for your own business requirements.
 - You may not duplicate or distribute any software or documentation we (or our service providers) provide to you, unless for the sole purpose of creating back- up copies, no more than reasonably necessary, for back- up or disaster recovery purposes.
 - You may not modify or merge with other programs any software or documentation provided to you by us or any of our service providers.
 - You may not use the software provided to you in any way that creates unreasonable or unwarranted interference with the Electronic Terminal.
 - We are not liable to you for any loss or liability you incur as a result of your misuse of the software.
 - We are not liable to you for any losses or liability incurred as a result of your use of the software.
 - You must update the software for your Electronic Terminal whenever we give you Notice that a software update needs to be installed. Where possible, we may force your Electronic Terminal to automatically update and use updated software that is available. Where a software update materially changes the way in which the Electronic Terminal functions or may be used, we will provide you with updated instructions on how to use the Electronic Terminal or details of the Changes.
- l) You must allow our employees, contractors or agents to enter the Premises during normal business hours to:
- install, inspect, maintain and remove our terminal, software, decals, stationery and any other Bendigo Bank or Tyro property you have in your possession; and
 - inspect the condition and operation of the terminal owned by us or Bendigo Bank.
- m) We will provide you training at our own cost together with a User Guide. You are responsible at your own cost for training your employees, contractors and any other person involved in the conduct of your business so as to ensure that those persons are familiar with your obligations under the Agreement and that Transactions which are processed through a Tyro Merchant Facility are processed in accordance with your obligations under the Agreement.
- n) We recommend that you have an insurance policy which

covers each of the terminals for its maximum insurable value. The policy should have Bendigo Bank's interest noted.

- o) Tipping
- You may adjust a Transaction to include a tip provided:
- The tip has been authorised by the relevant Cardholder;
 - Any adjustment to a Transaction to include a tip must be completed on the same day that the Transaction occurs and before the daily settlement for that day;
 - Adjustments to a Transaction cannot be made after the daily settlement;
 - Once a Transaction has been adjusted to include a tip, you cannot make any further adjustments to the Transaction; and
 - You acknowledge that we may impose a limit on the value of a tip relative to the value of the goods or services for that Transaction.
- p) Merchant Choice Routing
- At your request, if you have a compatible Electronic Terminal, we will setup your Merchant Facility to route specified Contactless Transactions performed using compatible debit Cards through a specified Payment Card Scheme, instead of the default Payment Card Scheme for that Card. However, we may decline your request if we believe your request does not comply with applicable law or applicable Card Scheme rules or otherwise exposes us to unacceptable risk.
 - Before we setup Merchant Choice Routing for your Merchant Facility, we will discuss the options for Contactless Transaction routing with you and seek your instructions for how it is to be setup for your Merchant Facility.
 - It is your responsibility to consider your commercial objectives, financial situation and needs before giving us any Merchant Choice Routing instructions and you must not rely on any modelling, forecasting or other information provided by us.
 - You agree to pay us any fee we impose in relation to or as a consequence of Merchant Choice Routing being set up for your Merchant Facility. We will disclose any relevant fee, or any changes that will apply to the other fees that apply to your Merchant Facility, to you before we obtain your instructions to set up Merchant Choice Routing.
 - You must review your Merchant Choice Routing instructions on a regular basis to determine whether they continue to meet your needs and objectives and notify us if you want to cancel Merchant Choice Routing or make any changes to your instructions.
 - You may cancel Merchant Choice Routing by Notice to us at any time.
 - Where we agree to make a change to your Merchant Choice Routing or you give us notice to cancel your Merchant Choice Routing, we will action the change within a reasonable period of time.
 - We may cancel, suspend or otherwise change your Merchant Choice Routing, or cease offering Merchant Choice Routing functionality, at any time by Notice to you. We will give you at least

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30 days prior Notice unless we consider it is reasonable for us to give you shorter or no advance Notice to manage a material and immediate risk, in which case we are not required to give you advance Notice and will instead give you Notice promptly after making the change.

- You must comply with any reasonable instruction or direction we give you relating to Merchant Choice Routing including as part of the setup, change, suspension or cancellation of Merchant Choice Routing.
- While Merchant Choice Routing is setup for your Merchant Facility, it is your responsibility to ensure Cardholders are aware how their Contactless Transactions will be routed before processing the Transaction as required by any relevant directions, recommendations or guidance issued by a Payment Card Scheme or a governmental body or by law.
- You are responsible for handling any complaints arising from Cardholders relating to Merchant Choice Routing for your Merchant Facility.
- We are not responsible for any loss, cost or expense (including by way of increased fees) incurred by you as a result of you requesting that we setup Merchant Choice Routing for your Merchant Facility, you failing to comply with any instructions or directions we give you in relation to Merchant Choice Routing, any delay in your Merchant Choice Routing instructions being implemented (including changes to your instructions) or us taking any action we are entitled to take in relation to Merchant Choice Routing.

20. Online Merchants

20.1 If you are an approved Tyro Online Merchant processing Transactions via:

- Website Payment Gateway; or
- Online MOTO; or
- Online Merchant Account; or
- Batch Processing.

the following additional conditions apply to your facility:

- a) you can only accept and process Credit Card Transactions; and
- b) you must ensure that you use the Online Service according to the instructions in the Agreement, the User Guides provided to you and any other directions we give you. You must comply with all messages we send you through the Online Service.

You may use the Online Service to accept Cards for:

- sending Card Transaction information to us; and
 - crediting funds to your Nominated Account in payment of goods and services sold to Cardholders; and
 - debiting the Cardholder's Account. We can debit your Nominated Account when goods already paid for via a Card are returned. All refunds should be processed online.
- c) we shall provide a User Guide, training, technical assistance and support services to Merchants using any of the Online Services;

- d) you must use the Online Service we provide to you in accordance with the documentation we provide and these Terms and Conditions, solely for your own business requirements;
- e) you may not duplicate or distribute any software or documentation provided to you by us or our service providers, unless for the sole purpose of creating back-up copies, no more than reasonably necessary, for back-up or disaster recovery purposes;
- f) you may not modify or merge with other programs any software or documentation provided to you by us or any of our service providers;
- g) you may not use the software provided to you in any way that creates unreasonable or unwarranted interference with the Online Service;
- h) wherever payment method options are described, or payment can be made, the logos for the Card Schemes relevant to the Cards accepted by you for payment must be displayed;
- i) we are not liable to you for any loss or liability you incur as a result of your misuse of the Online Service;
- j) our software providers are not liable to you for any losses or liability incurred as a result of your use of the Online Service; and
- k) upon request and at pre-determined intervals, you must supply us with full details of your Web Application, Website Hosting Provider, Shopping Cart system, Secure Socket Layer (SSL) provider and expiration date of your SSL certificate, your Service Providers and their compliance with PCIDSS; and
- l) you must ensure that all your Service Providers have installed Secure Socket Layer (SSL) which meets our requirements and renew their SSL certificates before they expire.

20.2 If you have a Website Payment Gateway:

- a) you may, at your option, enrol in the Visa Secure and /or Mastercard Identity Check programs, where you accept the relevant types of Cards for payment;
- b) you and your business must be resident and domiciled in Australia;
- c) you must inform us if there are any changes made to your website URL in a timely manner and, in any event, within 2 Business Days of the change coming into effect;
- d) your website URL must be substantially similar to your business and/or trading name so that the Cardholder can readily identify Transactions that are processed through your website;
- e) you must not include any links on your website that we reasonably consider to be offensive, inappropriate or undesirable;
- f) your website must clearly display the following information:
 - your business and/or trading name and your ABN;
 - up-to-date contact information including your email address; trading address; telephone number; and facsimile number (if applicable);
 - a complete description of all goods and services that are available for purchase on your website, with the price advertised in AUD;
 - prices displayed on your website must be inclusive of GST unless you are legally able to display GST exclusive prices (in which case the price must clearly state that it does not include

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GST);

- whether shipping and handling costs are included in the advertised price or whether they are an additional (specified) cost;
- details of your shipping practices and delivery timeframes;
- your return and refund and/or exchange policy;
- details of any applicable warranty periods;
- details of how a Transaction can be cancelled by a Cardholder;
- your privacy policy (which must comply with Privacy law), where applicable; and
- any other information that we reasonably require you by Notice to display from time to time;

- b) on request, you must provide us or our representative with such access as we reasonably request to view, monitor and audit your website for compliance with the requirements of the Agreement; and
- c) if it comes to our attention that any of the required information (set out above) is missing from your website or incomplete, or if you fail to comply with any other obligation contained in the Agreement, we may suspend, restrict or terminate your access to the Website Payment Gateway without prior Notice.

20.3 If you have an Online Account Facility but do not have a Website Payment Gateway:

You must use a payment gateway provided by a third-party payment gateway provider approved by us or Bendigo Bank;

- a) You must comply with the terms and conditions of any agreement between you and the third-party payment gateway provider in relation to the payment gateway;
- b) If you fail to comply with your obligations under the Agreement, we may immediately suspect, restrict or terminate access to your Online Account Facility without prior Notice to you; and
- c) We or Bendigo Bank are not liable or responsible to you for any cost, loss or damage you incur or suffer as a result of any failure of the payment gateway including any failure or neglect of the third-party payment gateway provider.

21. Data Security

- a) You must comply with the Payment Card Industry Data Security Standards (PCIDSS) and upon request, supply us with details of your PCIDSS arrangements and compliance status.
- b) You must also ensure that any of your Service Providers fully comply with the PCIDSS. Upon request, you must tell us details of all your Service Providers who facilitate Transactions with us on your behalf.
- c) You must immediately notify us if a Data Breach is suspected or known to have occurred and, at your cost, comply with such instructions and directions that we reasonably give you to:
- Investigate and confirm whether a Data Breach has occurred or the extent of the Data Breach;
 - Rectify any issue (including any failure to comply with any PCIDSS requirement) to prevent or lessen the risk of any further Data Breach occurring;

- avoid or lessen the risk of loss or damage to any person;
 - comply with any legal obligations or any requirement imposed by any relevant Card Scheme.
- d) You must ensure that any software or hardware you purchase, create or otherwise utilise for the purpose of selling goods and/or services online does not retain its Root Password before employing it for the transmission, acceptance or storage of Card payment details. You must also ensure that all passwords are changed on a regular basis.
- e) If a Data Breach is suspected or known to have occurred, you must give us and our authorised representatives full access to your systems and databases to facilitate a forensic analysis to ascertain:
- what Card data has been compromised;
 - what weakness in the system permitted the unauthorised access to the data; and
 - whether the Card data was created, deleted, altered, copied or manipulated in any manner.
- You must ensure that your Service Providers give us and our authorised representatives full access to outsourced components of your system such as databases and web hosting systems.
- f) You must reimburse us for all costs of a forensic analysis where a Data Breach is suspected or known to have occurred.
- g) If a Data Breach is suspected or known to have occurred, we may require you to undergo, at your expense, a full PCIDSS accreditation in order to continue processing Transactions.
- h) If you are a Third-Party Processor or Data Storage Entity an additional registration with the Card Schemes may apply. The cost of any such registrations will be passed onto you, the Merchant.

22. Costs, fees and payments

You agree to pay us:

- a) all fees, costs and charges for services and any use of your Merchant Facility as specified in the Letter of Offer or in any other document comprising the Agreement; and
- b) the amount of all refund Transactions processed through your Merchant Facilities; and
- c) over credits paid by us on sales and cash Transactions due to errors or omissions; and
- d) all credits paid by us on sales and cash Transactions which are not valid under the Agreement; and
- e) all Taxes levied on the services we supply; and
- f) any future Taxes levied on the services we supply; and
- g) other amounts owed to us under the Agreement; and
- h) disputed transactions which have resulted in a chargeback being received by us without prior notice to you.
- Information of current standard fees & charges is available on request.
- The above amounts must be paid to us on demand. You agree that we, or Bendigo Bank on our behalf, may also debit the above amounts, without demand or prior Notice, to your Nominated Account or any other account you

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have with Bendigo Bank. We may also set off such amounts against any amounts that we owe you for any reason, including amounts we owe you under the Agreement, in such order as we see fit.

23. GST

All fees, costs and charges for services and any use of a Merchant Facility are GST exclusive.

We will:

- add GST at the time of billing at the government regulated rate; and
- at all times comply with the GST legislation in performing the Agreement; and
- provide you tax invoices in proper form.

24. Advertising

We will supply you with signs, decals and other advertising material.

You must:

- a) display prominently the Card decal supplied to you by us; and
- b) use advertising material in relation to the facility supplied by us and in a way we direct; and
- c) cease using all material supplied by us if we ask you to do so or if the Agreement or the relevant part of it terminates.

25. Indemnity

You indemnify us for all losses and liabilities we or Bendigo Bank incur due to:

- a) the breach by you of your obligations under the Agreement (including any breach of any procedures set out in the User Guides); or
 - b) a dishonest or illegal act committed by you, your employees, agents, contractors or invitees; or
 - c) any dispute or proceedings between you and a Cardholder in respect of the supply, use, quality or fitness for purpose of goods or services supplied by you to the Customer; or
 - d) the way you, your employees, agents, contractors or invitees used a Merchant Facility; or
 - e) any representation, warranty or statement made by you or your employees, agents or contractors to a Customer; or
 - f) any error, negligence or fraud on your part or on the part of your employees, agents or contractors; or
 - g) our discretion to exercise our rights under the Agreement; or
 - h) a Card Scheme operator imposing fees, fines or penalties on us or Bendigo Bank in accordance with the rules of any Card Scheme of which we are a member as a direct or indirect result of you failing to:
 - observe your obligations under the Agreement including any procedures set out in the User Guides; or
 - observe any of the procedures, requirements or obligations required to be complied with by merchants under the Card Scheme rules.
- However, if the Agreement is a 'consumer contract' or a 'small business contract' for the purposes of section 12BF of the Australian Securities and Investments Commission Act 2001 (Cth), you will not be liable to indemnify us under any indemnity

included in these Terms and Conditions for any loss or damage to the extent caused by the fraud, negligence or wilful misconduct of us or our employees or agents or receivers appointed by us.

You agree:

- i) that your indemnity continues after the Agreement ends and covers all Transactions performed using the Merchant Facilities even if processed after the Agreement ends; and
- j) that the amounts payable under your indemnity are payable on demand; and
- k) to reimburse us any value resulting in a chargeback which has resulted after the Agreement is terminated.

You authorise us, or Bendigo Bank on our behalf, to debit your Nominated Account, or any other account you hold with Bendigo Bank, for the amount of any loss we suffer which is covered by an indemnity under this clause without reference or prior notice to you.

We agree to indemnify you for any amounts processed in accordance with the Agreement, processed properly on a Merchant Facility and accepted as valid by our Merchant banking system but not paid into your Nominated Account.

We are not liable for any losses or inconvenience you or a Cardholder suffer due to an Electronic Terminal or telephone line, internet connection error, or other fault.

26. Legal expenses

You agree to pay all legal fees (on solicitor and client basis) and liabilities incurred by us in connection with any default by you under the Agreement, or enforcement of the Agreement by us.

27. Variation and waiver

We may vary any part of the Agreement, User Guides, the Mail / Telephone procedures or any schedule or annexure at any time.

You agree that we can give notice of changes to the Agreement, any material change to, or any significant event that affects, any of the matters specified in this document in writing, (including changes to fees and charges), by an advertisement in a major daily newspaper, by notice included with your Merchant statement or in a Merchant newsletter we publish, by publishing the notice on our website and notifying you it is available there or in any other way permitted by law.

The changes can take effect from the day we notify you or on a date we choose in the future.

28. Commencement and Termination

The agreement commences on the date of you accept this Agreement and will continue until such time as it is terminated.

Unless you have accepted the Agreement earlier, your first use of the Merchant Facility to process a Transaction constitutes your acceptance of the Agreement.

You may terminate the Agreement at any time by ceasing to use the Merchant Facility and giving us written Notice that you want to terminate the Agreement. A termination fee is payable upon termination of the Agreement if your Letter of Offer or "Schedule A Merchant Agreement" that forms part of the Agreement says so.

We may suspend your Merchant Facility at any time.

Suspension will be effective immediately and will remain in force for a period no greater than 45 days. We may retain all monies already received from you or held in your account

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until our investigation has been concluded. You will be advised of any such suspension.

Without limiting the rights which we may otherwise have arising from a breach of the Agreement, we may immediately terminate the Agreement by Notice to you if:

- a) you are found to be in breach of the Agreement; or
- b) an application or petition for winding up of your business is presented; or
- c) you cannot pay your debts within the meaning of the Corporations Act 2001 (Cth); or
- d) any judgment made against you in court is not satisfied; or
- e) you are declared bankrupt or there are bankruptcy proceedings issued against you; or
- f) you make a substantially incorrect, misleading or untrue statement in connection with the Agreement or a Transaction; or
- g) we reasonably determine that the continued provision of the Merchant Facility to you may damage our reputation; or
- h) you represent, permit or allow any other person to use your Merchant Facility in the operation of their business; or
- i) you have received an excessive number of disputed transactions and/or chargebacks OR a higher than acceptable chargeback to sales ratio has been reached over a certain trading period; or
- j) we otherwise consider it is necessary to do so to protect your or our interests.

Otherwise, we may terminate the Agreement by giving you 30 days prior Notice.

If the Agreement is terminated, we may, in addition to any additional or alternative remedy we have at law:

- k) enter upon the Premises to repossess from you any software, equipment, transaction records, documents or promotional material supplied by us or any of our contractors; and
- l) retain all monies already received from you or held in your account until our investigation has been concluded; and
- m) if you are an individual, provide your information to a credit provider; and
- n) disclose to any Card Scheme advice of the termination and the reasons for termination.

If the Agreement is terminated, you must:

- o) immediately stop using all logos and any promotional material supplied by us; and
- p) immediately return to us all equipment, software, documents or promotional material supplied by us or any of our contractors or copies of this material made or held by you; and
- q) immediately stop using or attempting to use the Merchant Facility; and
- r) within 30 days of termination pay to us any fees which are due to us under the Agreement and remain unpaid; and
- s) acknowledge that the information concerning termination of the Agreement then becomes available to any member of the relevant Card Schemes. This information, available to any member of the Card Schemes, may be used in assessing subsequent applications for merchant facilities.

29. Merchant statements

We will give you monthly Merchant statements.

Unless you request that we send your Merchant statements by post, you agree that we may give them to you by sending them to you by email to your last notified email address.

You must keep your Merchant statements in a safe place where they can be accessed in the future. We may charge a fee if you request that we provide or reprint further copies of statements we have already given you.

30. Collection and use of your information

You authorise us to collect personal information about you, and share such personal information with Bendigo Bank where necessary, for the purposes of assessing your application for, and providing you with, a Merchant Facility and related services. We are committed to ensuring your privacy is protected and understand your concerns regarding the confidentiality and security of personal information you provide to us. How we collect, manage, use and disclose your personal information is governed by our Privacy Policy. Our Privacy Policy is available on the Tyro website at tyro.com/privacy-policy/.

31. Privacy and data security for the Merchant

If you have not taken appropriate steps to protect your customer's Card details and a Data Breach occurs, you risk financial penalties and having your Merchant facility cancelled.

If you have been assessed as meeting the criteria to comply with PCIDSS and you have not complied with PCIDSS, the Card Schemes may issue a 'Non-Compliance Fine'. These fines can range from USD \$10,000 for Level 3 Merchants to USD \$200,000 for Level 1 Merchants. We will tell you which level you are based on the volume of Transactions you process and will advise you if your merchant level changes.

You must use your best endeavours to ensure that information which you collect, use or disclose in connection with Cardholders or Transactions is protected from unauthorised access. This may include:

- a) encrypting information which you or a Customer transmits over the Internet; and
- b) protecting electronically stored information through the use of well managed password access; and
- c) allowing and encouraging your Customers to take measures to protect information which they send to you.

You should also ensure that the customer information is:

- d) relevant to the purpose of Cardholder Transaction and is up to date and complete; and
- e) protected by such security safeguards as it is reasonable in circumstances to take, against loss, unauthorised access, use, modification or disclosure, and against other misuse; and
- f) not for any other purpose than to process Cardholder Transactions.

You agree to comply with any Privacy Law by which you are bound, and any other privacy requirement notified by us.

Unless authorised by us in writing or required by law to do so, you must not disclose a Cardholder's name or any details about their Card to any third party.

32. Notice of change

You must immediately notify us if there are any changes to:

- a) the details contained in the Merchant application form; or

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- b) the ownership or control of your business including any delegation by way of power of attorney; or
- c) the nature of your business or business domicile; or
- d) your trading name, address or telephone number; or
- e) your ability to meet liabilities as and when they fall due; or
- f) change of Service Provider.

33. Notice

A Notice must be in writing and may be:

- a) delivered in person to the addressee (in our case includes one of our officers at the address last advised); or
- b) left at the address last advised; or
- c) sent by prepaid post to the address last advised; or
- d) sent by facsimile to the facsimile number last advised
- e) sent by email to the address last advised; or
- f) in relation to a Notice we give you:
 - given in or with a Merchant statement or Merchant newsletter we publish; or
 - we may publish the Notice on our website and notify you that it is available there.

If a Notice is sent by post, it is taken to be received on the third day after posting.

If a Notice is sent by facsimile, it is taken to be received on the date and at the time a transmission report produced by the transmitting machine indicates that the whole facsimile was sent.

If a Notice is sent by email, it is taken to be received on the date and at the time shown in the email server that sent the Notice as being the date and time the email was sent.

However, if a Notice is given or taken to be received after 5pm on a business day or on a day that is not a business day, it is taken to be received at 9am on the next business day.

A Notice takes effect from the time it is delivered or taken to be received unless a later time is specified in it.

Any legal process or notice of legal process (for example, a summons) may be served on you or us by delivering or leaving it at your or our last advised address, or by any other method or service permitted by law.

The addressee, address and facsimile number for us is:

C/O: Bendigo Bank
Attention: Merchant Services
Department Address: PO Box 480,
Bendigo Victoria 3552 Fax Number:
03 5485 7613

34. Your rights and our rights

You cannot transfer your rights in the Agreement to anyone else.

We can:

- a) enter the Agreement as a principal or agent; or
 - b) transfer our interests in the Agreement or in any equipment owned by us; or
 - c) give another person an interest in form of security over either of them,
- without getting your consent.

The rights in the Agreement are in addition to any rights

provided independently by law, and all these rights can be used by you and by us. If a right in the Agreement is breached or not enforced, you or we have the right to take action over that breach or any later breach.

35. Force majeure

- a) We shall not be liable for any delay or failure to perform our obligations pursuant to the Agreement if such delay is due to Force Majeure.
- b) If a delay or failure by us to fulfil our obligations is caused or anticipated due to Force Majeure, our obligation to perform our obligations will be suspended.
- c) If a delay or failure by us to fulfil our obligations due to Force Majeure exceeds sixty (60) days, you may terminate the Agreement on providing Notice to us.

36. Governing law

The Agreement is governed by the law of Victoria. You and we are subject to the courts of law and appeal of that place.

We can:

- a) at any time by giving you reasonable Notice impose or create rules and regulations.

You agree:

- b) to pay the fees, costs and charges set out in the Agreement in the manner and at the times specified or, if not specified, on demand; and
- c) to pay any other fees or charges that may from time to time be imposed by us at the time and in the manner specified by us; and
- d) that we can at any time vary any fees or charges that are payable under the Agreement, by giving you reasonable Notice of such change; and
- e) to comply with all applicable laws, whether made by a parliament of the Commonwealth, State or Territory, including any Acts, rules and regulations, as well as any requirement, direction or guidance provided by a relevant regulator, industry association or industry body.

37. Security to be held in Security Account

37.1 If we give you Notice requiring you to do so, you agree to do the following:

- a) open a term deposit account in your name (the "Security Account");
- b) deposit the sum of monies which we have notified you of as required by us;
- c) grant us a security interest in the monies held in the Security Account; and
- d) notify us so that we can place stops on your account. We will not provide any Merchant Services unless you do this.

The provisions of this clause 37 only apply if we notify you.

37.2 As security for your obligations under this Agreement, you grant us a security interest in the Security Account and any proceeds or interest earned. The monies which have been deposited into the Security Account will be held by us as security until we notify you otherwise. During this period, you will not be able to access or operate the Security Account. You have discretion to select the term of the Security Account, provided that it is renewed appropriately while the Agreement continues. If you do not select a term, you give us authority to rollover the term deposit for any period we choose (up to a maximum of five years).

37.3 You must not, without our express written consent,

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- access or operate the Security Account, or attempt to do so.
- 37.4 You must not claim, cause or permit to exist, any right of set-off, deduction, counterclaim or other right (other than any right in our favour) with respect to the Security Account.
- 37.5 We are under no obligation whatsoever to provide our express written consent for you to access or operate the Security Account prior to our ceasing to provide the Merchant Services. You must not claim (or attempt to claim) that we have provided consent unless the consent is in writing and express. Our consent under clause 37.3 cannot be provided orally or by conduct.
- 37.6 No sooner than 60 days and no later than 90 days after we have ceased to provide the Merchant Services, and provided there are no amounts owing to us, we will notify you, remove any stops on the Security Account and release our security interest in the Security Account.
- 37.7 We may carry out periodic reviews of the Security Account. If in our reasonable opinion the value of security needs increasing, then we will write to you and require you to increase the security held. You must do this within 28 days of our request. For example, we may reasonably require the amount of security to be increased where the volume and/ or value of transactions increases. If the balance of the Security Account falls below the amount notified to you from time to time as what we require for any reason whatsoever (other than our fraud or negligence), then you must immediately restore the balance to the required amount.
- 37.8 You must not create, attempt to create, grant or permit to exist, any encumbrance, mortgage, charge, lease, lien or other form of security over the Security Account without our express written consent.
- 37.9 You irrevocably and unconditionally grant us the right and power to immediately take possession of, and pay out, the monies held in the Security Account to us where:
- a) you breach the terms of the Agreement;
- and
- b) this breach causes us to suffer loss or incur any claim, liability, cost, charge or expense of any nature (at any time or contingently).
This includes, for example, any failure by you to pay the fees and charges or any other liability we incur in respect of a disputed payment, a mistaken payment or a chargeback.
- 37.10 Our rights will not be affected by any failure to take, perfect or realise any security, the variation or release of any security, any loss of capacity or insolvency, or any failure to exercise or delay in exercising any of its rights under the Agreement or otherwise.
- 37.11 Nothing in this clause 37 creates (or is intended to create) a trust between us.
- 37.12 You make the following warranties and repeat them throughout the continuance of the Agreement for the purposes of this clause 37:
- a) You are not involved in, or aware of, any litigation or proceedings which may threaten the Security Account.
 - b) If you are the trustee of a trust:
 - you have the power to sign the Agreement and perform the obligations under it;
 - you are validly appointed as trustee of the trust;
 - you are personally liable to us for the full extent of your obligations under the Agreement;
 - you are entitled to be fully indemnified from the assets of the trust;
 - the Agreement is in the best interest of the beneficiaries of the trust; and
 - you will not cease to be the trustee of the trust without our prior written consent.
- 37.13 If any provision of this clause 37 is held or found to be void, invalid or otherwise unenforceable, then that provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed so that the remainder of the Agreement remains in full force and effect.
- 37.14 In the event of a conflict between the terms of this clause 37 and the "Bendigo Term Deposit Accounts and Facilities Terms & Conditions" which apply in respect of the Security Account, then the terms of this clause 37 will prevail.
- 37.15 You must do everything which we ask in order to give full effect to this clause 37.

Glossary

Agreement The Agreement between you and Tyro in relation to the provision of Merchant Facilities, made up of the documents in clause 2 of these Terms and Conditions.

Australian Consumer Law means the Australian Consumer Law as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Batch Processing means the service we provide which allows you to upload a file containing appropriate Transaction information for the purposes of processing more than one Transaction at the same time.

Banking day means on a day on which we are open for general banking business in the place where you normally conduct your general banking business.

Bendigo Bank means Bendigo and Adelaide Bank Limited 11 068 049 178 AFSL/Australian Credit Licence No 237879 which includes its successors and assigns.

Book Up Arrangement means credit offered by you for the purchase of goods or services commonly used by Indigenous communities in remote and regional areas of Australia. It has been common for merchants to hold a cardholder's debit card and/or Pass Code as part of a Book Up Arrangement.

Card means a Debit Card, Credit Card or Charge Card (or a card combining two or of more of these) providing access to a Cardholder's Account authorised by the Bank for use and issued to a Cardholder for the purpose of initiating a Transaction.

Card Not Present Transaction means a Card used for payment is unable to be swiped, inserted or tapped in/on an Electronic Terminal. Payment is processed using an approved method of processing such transactions.

Card Present Transaction means a Card used for payment is able to be swiped, inserted or tapped in/ on an Electronic Terminal.

Card Scheme means an organisation or payment system which manages and controls the operation and clearing of transactions. i.e. AMEX, Mastercard, Visa, Diners Club, JCB.

Cardholder means a person to whom a Card has been issued.

Cardholder's account means an account which has been approved by the Cardholder for access using the relevant Card pursuant to an agreement between the Cardholder and the Bank or any other financial institution.

Chargeback Visa and Mastercard have a dispute resolution process that is contained in the operating rule of the card scheme. This process sets out the specific circumstances and timeframes in which a member of the scheme (e.g. a bank) can claim a refund in connection with a disputed transaction on a cardholder's behalf. This is referred to as a 'chargeback right'.

Charge card means a Charge Card issued under any one of the American Express, Diners Club or JCB charge card schemes.

Credit card means a Visa or Mastercard Card.

Contactless Transaction means a Transaction processed using a Card by waving or placing the Card over or near the Electronic Terminal contactless reader without inserting the Card into the Electronic Terminal.

Cost of Acceptance Calculator is the method used to measure reasonable cost of acceptance for card surcharging practices.

Credit Transaction means a Transaction that is processed as a credit transaction such as where the Cardholder selects credit ('CR').

Customer means a person/s who purchases goods or services from you.

Data Breach means any event whereby you or any of your Service Providers suspects or has knowledge of unauthorised access to confidential Card payment details.

Debit Transaction means a Transaction that is processed as a debit transaction such as where the Cardholder selects savings ('SAV') or cheque ('CHQ').

Disputed Transaction When a cardholder (or their Bank) queries a transaction which has been processed to their card number.

EFTPOS means Electronic Funds Transfer at Point Of Sale.

Electronic Terminal means an electronic device other than a telephone belonging to the Bank that credits and debits funds through the Bank's electronic banking system.

Force majeure means:

- any act of God; or
- war, revolution, or any other unlawful act against public order or authority; or
- an industrial dispute; or
- a government restraint; or
- any other event or cause which is not within the reasonable control of Tyro.

Letter of offer means a letter provided to the Merchant detailing the facility and associated operational costs.

Mastercard Identity Check refers to the additional level of online card data security via password authentication provided by Mastercard (previously known as Mastercard SecureCode). Website Payment Gateway merchants are automatically enrolled in this service.

Merchant means the person named as Merchant in the Agreement.

Merchant Choice Routing means the Electronic Terminal functionality described in clause 19(o) of these Terms and Conditions.

Merchant Facility Refer to Merchant Services.

Merchant Services means the services which we will provide to you under the Agreement.

Mail or telephone order (MOTO) means an order for goods or services received by mail, telephone, facsimile or internet.

MPOS (Mobile Point of Sale) means an EFTPOS merchant facility where the card reader device communicates securely to an application held on a Smartphone or Tablet to allow the fulfilment of sales orders.

Nominated Account A business account held by you with Bendigo Bank or other financial institution which you have nominated to be debited or credited for the purposes of the Agreement.

Notice A notice, request, consent or other communication related to the Agreement.

Online MOTO means an online service we provide which allows you to receive payment for an order for goods or services provided by mail, telephone, facsimile or internet;

Online service means any Merchant Facility that allows

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Transaction authorisation to be obtained online through the Bendigo Payment Gateway. Facilities include:

- Website Payment Gateway; and
- Online MOTO; and
- Online Merchant Account; and
- Batch Processing.

Pass code means a password or code that the cardholder must keep secret that may be required to authenticate a transaction or cardholder. A Pass Code may consist of numbers, letters, a combination of both, or a phrase.

PCIDSS means the Payment Card Industry Data Security Standards mandated by Mastercard and Visa to facilitate protection of cardholder payment data from unauthorised access, which apply to any merchant who stores or transmits Card data regardless of that storage or transmittal device.

Premises means each of the premises at which you conduct your business.

Privacy law means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, and storage or granting of access rights to personal information.

Root Password means a password that comes from the distributor of any software or hardware that you utilise in the acceptance of Transactions.

Schedule A Merchant Agreement Schedule read in conjunction with the Terms and Conditions that upon execution binds the Merchant and the Bank into the Merchant Agreement.

Secure Socket Layer (SSL) means the encryption protocol developed by NetScape that enables sensitive information such as Card details to be passed securely between computers.

Service Provider means the provider of any software or hardware that you operate to assist with the transmission, acceptance or storage of Card payment details.

Shopping Cart means any software system supplied and used by you for the purpose of registering customer details, creating orders, providing merchant reporting or other merchant value added information, and which generally links into an online payment page that you utilise to accept Card payment details.

Taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and expenses in connection with them.

Terms and Conditions means the Terms and Conditions set out in this document.

Transaction means a payment by a Cardholder to the Merchant using a Card through a Merchant Facility or a refund relating to such an earlier payment.

Transaction Receipt Transaction Receipts include:

- Credit receipt means a receipt prepared to refund a cardholder's transaction.
- Sales receipt means a receipt that services as a proof of purchase in a transaction. This also records the cardholder's details.

User Guide means the current and most recent User Guide provided by us to you.

Visa Secure refers to the additional level of online card data security via password authentication provided by Visa (previously known as Verified by Visa). Website Payment Gateway merchants are automatically enrolled in this service.

Web Application means the software that you utilise to

advertise the sale of goods and/or services over the Internet.

Web Hosting Provider means the provider of any software or hardware that you operate to assist with the transmission, acceptance or storage of Card payment details.

Website Payment Gateway means a secure method for authorising Transactions over the Internet through a system accredited by us.

We / us / our means Tyro.

You means the Merchant. If there are more than one, you means each of them separately and every two or more of them jointly. You includes your successors or assigns.

Fraud prevention for Merchants

We're committed to safeguarding you and your customers against fraud.

Important: When in doubt, call us on 1300 713 212.

If you have any suspicions about the card, the presenter or the circumstances surrounding the transaction, please call Bendigo Bank Card and Merchant Fraud on 1300 713 212, 24 hours a day, 7 days a week.

The following information will help you understand ways to protect yourself and your customers against possible fraud

Face-to face

- Never process transactions through your terminal on behalf of another business
- Be wary of customers who make indiscriminate purchases without regard to size, quantity or price or who indulge in distraction tactics
- Be cautious when a card number is supplied, i.e. written down, without the physical card being present
- Always check that the card number on the terminal receipt matches the number on the card
- Ensure your terminal is kept secure overnight and keep settlement and refund passwords secure
- Do not let anyone service or remove the terminal without first sighting proper identification

Non face-to-face

- Non face-to-face transactions will result in chargeback if the card details are stolen or fraudulent. As a merchant, obtain as much information as possible of the purchaser
- If suspicious, confirm an order with the customer by calling them on the phone number provided, the day after the order was received
- Authorisation of payment is not a guarantee that the card number has not been stolen or fraudulently used
- Never process transactions through your terminal on behalf of another business
- Never process payment for courier or freight services to service providers via Western Union
- Be cautious of large orders from new customers when delivery is overseas to places such as Nigeria, Ghana, Malaysia, Indonesia, Eastern Europe

It is your responsibility to ensure that the person placing an order is the authorised owner of the plastic card (refer clause 10(b), clause 14(c) third bullet point, clause 15 and clause 18(f) of the merchant Terms and Conditions). In the event of a dispute the onus is on you to prove the goods or services were provided to the rightful owner. Failure to prove this will result in the full value of the transaction being debited from your account, plus any dispute fee. The examples provided are not a complete list of measures to minimise fraudulent behaviour or risks associated with merchant facilities.

Neither Bendigo Bank or Tyro is liable for any loss or damage suffered by you in reliance on this list of examples.