

## Changes to Bendigo Bank Merchant Terms and Conditions

Bendigo Bank notifies Bendigo Merchants of the following changes to our Merchant Terms and Conditions effective 01 May 2020 which apply to your Bendigo Merchant Facilities from that date.

A full updated version of our Merchant Service Terms and Conditions is available on our website or on request.

Existing Clause #	Change description
<b>TERMS AND CONDITIONS</b>	
1	Replace the heading <b>"1. About these conditions"</b> with <b>"1. About these Terms and Conditions"</b> and "These Conditions regulate" with "These Terms and Conditions form part of your Agreement with us that regulates"
2	Under the heading <b>2. What makes up the agreement</b> insert a new first dot point: "• these Terms and Conditions" and amend the second dot point to replace "these Conditions, including the" with "any" and to insert "issued to you" at the end of the dot point
3	Under the heading <b>3. Approved transaction methods</b> insert "your Letter of Offer or" after "described in"
4(c)	Replace "either of the above occur" with "you stop accepting a type of Card"
5(c)	After "Card is" insert "used for" and after "Credit" replace "Card" with "Transaction"
5(f)	Replace "The refund" with "Any refund amount must not"
6	Under the heading <b>6. Cards accepted</b> after "specified by us" insert "in your Agreement or otherwise"
6(b)	Delete "issued by member financial institutions (Banks, Building Societies and Credit Unions)"
6(c)	Delete "all" and "by separate agreement with the issuer of those Charge Cards"
6(d)	At the end, insert "((however, this does not restrict you from charging different Merchant surcharge rates for different types of Cards – see clause 11))."
7	Replace "terminal" with "Electronic Terminal or Online Services"; after "scheme provided you" insert "have a separate agreement with the relevant Charge Card scheme operator and"; and after "number for that Charge Card" insert "scheme".
8(b)	Replace "credit" with "refund"
8(c)	Insert "Transaction" after "Card Not Present"
9	Under the heading <b>9. Your consents</b> we have replaced the second dot point with "•us attending the 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 conducting a merchant check at any time during the Agreement and you must provide us with such assistance, information and access to systems and records as we reasonably request if we do so.; and"
10(b)	Replace "Sales and Credit Receipts" with "Transaction Receipts"
11	Replace the references to "Customer" and "your Customer" with "Cardholders"
11(c)	Insert "and must not exceed the amount you are legally permitted to charge; and" to the end of the clause, renumber existing 11(d) as 11(e) and add new subclause (d) as follows: " (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)".
11	Immediately after 11(e), insert: "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: <ul style="list-style-type: none"> <li>• 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;</li> <li>• 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;</li> <li>• 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;</li> <li>• you must comply with any directions or instructions we give you in order to ensure the surcharge is correctly calculated and charged;</li> </ul>

Existing Clause #	Change description
	<ul style="list-style-type: none"> <li>• 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</li> <li>• 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.”</li> </ul>
12	Delete clause <b>12. Our Obligations</b> and renumber all subsequent clauses (and update cross references) accordingly.
13	<p>Replace clause <b>13. Code of Banking Practice</b> with “<b>12. Banking Code of Practice</b>”</p> <p>a) We are bound by the Banking Code of Practice.</p> <p>b) The relevant provisions of the Banking Code of Practice apply to the Agreement if you are an individual who is not treated as a business under the Banking Code of Practice or if you are a small business (as defined in the Banking Code of Practice).</p> <p>c) The Banking Code of Practice is available on request at any Bendigo Bank branch or by calling us or from our website.</p> <p>d) Information about the current fees, charges and interest rates that apply to the Agreement is available from us at any time on request.”</p>
14	Delete “Financial Ombudsman Service”, replace “We are a member of the Financial Ombudsman Service. You can contract the Ombudsman” with “the Australian Financial Complaints Authority, who can be contacted at”, and replace “Financial Ombudsman Service Australia” and its contact details with “Australian Financial Complaints 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”
15(a)	After “Transaction Receipts” insert “supplies”
15(c)	In the third dot point replace “Credit” with “Refund”
15(d)	Replace references to “customers” with “Cardholders” and replace “card account” with “Card”
15(f)	Replace “credit” with “a refund Transaction”
15(h)	Insert “where the Cardholder is required to sign the Transaction Receipt” at the end of the clause.
16(a)	After “obtain” insert “Transaction”, after “your Customer” insert “and”, replace “purchase” with “sales”
16(b)	Insert “Transaction” after “subsequent” and “original”
16(c)(ii)	After “amount”, insert “(including the amount of any surcharge)”
16(c)(iii)	Replace “purchase, refund, credit” with “sales or refund”
16(c)(iv)	Delete existing clause 16(c)(iv) and renumber existing clause 16(c)(v) as 16 (c)(iv)
16(d)	Immediately after the end of clause 16 (d) insert “You”, delete “Credit or Charge” and replace “sales in accordance with clause 12(a)” with “sales Transaction in accordance with clause 17”
17(d)	<p>Replace “by providing us information or vouchers” with “Whenever you provide us information or Transaction Receipts”, replace “• the Cardholder is not disputing any aspect of the transaction” with “• the Cardholder is not disputing any aspect of the underlying transaction between you and the Cardholder” and replace “If we do not receive Transaction information in accordance with the requirements of this clause we may charge the Transaction back to you.” with “If we do not receive Transaction information in accordance 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.”</p>
18	<p>Replace existing clause 18. Transaction settlement with the following new clause:</p> <p><b>17. Transaction settlement and Nominated Account</b></p> <p>You must settle the Transactions for your Merchant Facility with us each day.</p> <p>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.</p> <p>If you have an Online Service, settlement for the Online Service will occur automatically at the same time each day.</p> <p>Unless we agree otherwise, you must have a Nominated Account to enable us to:</p> <p>a) pay the full amount of all valid, acceptable sales and cash Transactions you have made; and</p> <p>b) deduct the full amount of valid, acceptable refunds you have made; and</p> <p>c) deduct the amount of any Transaction we are entitled to charge back to you; and</p> <p>d) deduct any fees we are entitled to charge you and any other amounts you are liable for under the Agreement.</p> <p>You agree we may credit and debit your Nominated Account for the abovementioned purposes.</p> <p>If you wish to nominate an account at another financial institutions 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</p>

Existing Clause #	Change description
	<p>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.</p> <p>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.</p> <p>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.</p> <p>Where your Nominated Account is held with another financial institution, 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.</p>
19(e)	Delete "otherwise" and insert "used for the Transaction" at the end of the clause
19(i)	Delete "Card"
19(j)	Replace "other than subject to" with "except as allowed by"
19(p)	Replace "facility" with "Merchant Facility"
19(r)	After "Card Not Present" insert "Transaction"
19(w)	Replace "we have no further chargeback rights to recover the Transaction on your behalf" with ", pursuant to the relevant Card Scheme rules, the amount cannot be collected from the Cardholder"
19(x)	After "claim" insert "against you"
20(a)	Replace "accounts, receipts" with "accounts, Transaction Receipts, sales and refund receipts"
20(b)	Delete clause and renumber subsequent clauses accordingly
20(d)	Replace "Cardholder's number" with "Card (including the Card number)"
20(f)	Insert "record or" before "store any"
21(a)	Insert "or the "Schedule A Merchant Agreement" that forms part of your Agreement or as subsequently notified by us to you." at the end of the clause
21(c)	<p>In the second dot point after "our" insert "reasonable" and replace the third dot point with:</p> <p>"• arrange and maintain, at your cost, the necessary telecommunications services (for example, telephone line, 3G/4G cellular network service, wifi or ethernet network or other internet connection etc.)."</p>
21(d)	Replace "to a new location" with "from the Premises"
21(e)	<p>Replace "a specified value of" with "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." and replace the last sentence with "Any refunds exceeding the limits that apply to your Merchant Facility will need to be approved by us."</p>
21(j)	<p>Renumber existing subclause 21(j) as 20(k) and insert the following new 20(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. "</p>
21(j), now 20(k)	<p>Insert a new final dot point:</p> <p>"• 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."</p>
21(l), now 20(m)	After "Bendigo Bank" insert "Merchant"
21(n), now 20(o)	In the first sentence after "tip" insert "provided" and insert a new first dot point: "• The tip has been authorised by the relevant Cardholder;"
New clause	<p>Insert new clause 20(o) after existing clause 21(n) (which is now clause 20(o)):</p> <p><b>Merchant Choice Routing</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>

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	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• You may cancel Merchant Choice Routing by Notice to us at any time.</li> <li>• 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.</li> <li>• 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 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• You are responsible for handling any complaints arising from Cardholders relating to Merchant Choice Routing for your Merchant Facility.</li> <li>• 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.”</li> </ul>
22	Renumber the text of existing clause 22 to 21.1
22(h)	Insert new subclause h) as follows and renumber existing subclause h) and i) accordingly: “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;”
22(j)	Replace existing clause with: “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.”
22	Insert new the following new subclauses 21.2 and 21.3: 21.2 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: <ul style="list-style-type: none"> <li>• your business and/or trading name and your ABN;</li> <li>• up-to-date contact information including your email address; trading address; telephone number; and facsimile number (if applicable);</li> <li>• a complete description of all goods and services that are available for purchase on your website, with the price advertised in AUD;</li> <li>• 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 GST);</li> </ul>

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	<ul style="list-style-type: none"> <li>• whether shipping and handling costs are included in the advertised price or whether they are an additional (specified) cost;</li> <li>• details of your shipping practices and delivery timeframes;</li> <li>• your return and refund and/or exchange policy;</li> <li>• details of any applicable warranty periods;</li> <li>• details of how a Transaction can be cancelled by a Cardholder;</li> <li>• your privacy policy (which must comply with Privacy law), where applicable; and</li> <li>• any other information that we reasonably require you by Notice to display from time to time;</li> </ul> <p>m) 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</p> <p>n) 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.</p> <p>21.3 If you have an Online Account Facility but do not have a Website Payment Gateway:</p> <p>a) You must use a payment gateway provided by a third-party payment gateway provider approved by us;</p> <p>b) 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;</p> <p>c) 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</p> <p>d) We 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.”</p>
23	Delete clause <b>23. MPOS Merchant</b> and renumber subsequent clauses accordingly
24 (a)	Replace “If you are an approved Bendigo Bank Merchant you” with “You” After “comply with” insert “the” After “PCIDSS” insert “arrangements and”
24(b)	After “you must” insert “also” After “ensure that” delete “you and”
24(c)	After “You must” delete “follow the Data Breach Procedures”, after “immediately” insert “notify us if” and after “occurred” insert the following: “and, at your cost, comply with such instructions and directions that we reasonably give you to: <ul style="list-style-type: none"> <li>• Investigate and confirm whether a Data Breach has occurred or the extent of the Data Breach;</li> <li>• Rectify any issue (including any failure to comply with any PCIDSS requirement) to prevent or lessen the risk of any further Data Breach occurring;</li> <li>• avoid or lessen the risk of loss or damage to any person;</li> <li>• comply with any legal obligations or any requirement imposed by any relevant Card Scheme.”</li> </ul>
24(d)	Delete clause 24(d) and renumber the subsequent subclauses accordingly
24 (e)	In the second dot point delete “base”
25	Replace the first sentence with “You agree to pay us”
25(a)	At the start of the sentence insert “all” and delete “which in the case of MPOS Merchants will be the Merchant Facility Application form”
25(b)	Replace the current subclause with “(b) the amount of all refund Transactions processed through your Merchant Facilities; and”
25(g)	Replace the current subclause with “(g) other amount owed to us under the Agreement; and”
25	Immediately after subclause 25(h) insert: “The above amounts must be paid to us on demand. You agree that we may also debit the above amounts, without demand or prior Notice, to your Nominated Account or any other account you have with us. 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.”
28(a)	After “Agreement” insert “(including any breach of any procedures set out in the User Guides)”
28(c)	Replace “Customer” with “Cardholder”
28(h)	Insert the following new subclause (h) and renumber existing subclause (h) and subsequent subclauses accordingly: “h) a Card Scheme operator imposing fees, fines or penalties on us 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: <ul style="list-style-type: none"> <li>• observe your obligations under the Agreement including any procedures set out in the User Guides;</li> </ul> or

Existing Clause #	Change description
	<ul style="list-style-type: none"> <li>observe any of the procedures, requirements or obligations required to be complied with by merchants under the Card Scheme rules.</li> </ul> <p>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."</p>
28(h) (now 26 (i))	Replace with: "i) that this your indemnity continues after this Agreement ends and covers all Transactions performed using the Merchant Facilities even if processed after the Agreement ends the forwarding of sales vouchers to other banks; and"
28(j) (now 26 (k))	Replace "your contract was terminated" with "the Agreement is terminated"
28	After "Nominated Account" insert ", or any other account you hold with us," and after "reference" insert "or prior notice"
30	Delete "the Schedule", after "procedures or" insert "any schedule or", replace "these terms and conditions" with "the Agreement" and after "daily newspaper" insert "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"
31	<p>Replace clause <b>31. Commencement</b> with <b>29. Commencement and Termination</b></p> <p>The agreement commences on the date of you accept this Agreement and will continue until such time as it is terminated.</p> <p>Unless you have accepted the Agreement earlier, your first use of the Merchant Facility to process a Transaction constitutes your acceptance of the Agreement.</p>
32	Delete the heading for clause 32 and merge the text of the clause into clause 31, replace the first paragraph of the previous clause 32 with "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.", and replace "We may suspend this agreement" with "We may suspend your Merchant Facility"
32(i)	Replace "the merchant has" with "you have", renumber subclauses (j) onwards as (k) onwards accordingly and insert the following new subclause (j): "j) we otherwise consider it is necessary to do so to protect your or our interests.", and immediately after insert "Otherwise, we may terminate the Agreement by giving you 30 days prior Notice."
32	Replace "in conjunction with" with "in addition to" and replace "resolutions provided by law" with "remedy we have at law"
32 (m)	Delete "authorise the Bank to", replace "Merchant Agreement" with "termination" and delete "of the Merchant Agreement"
33	<p>Insert new clause immediately before existing clause 33 (now clause 31):</p> <p><b>"30. Merchant statements</b></p> <p>We will give you monthly Merchant statements.</p> <p>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.</p> <p>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."</p>
36	After "A Notice must be" insert "in writing and may be:"
36(a)	<p>Delete subclause 36(a), renumber subsequent subclauses and replaces subclauses (e) and (f) with the following:</p> <p>e) sent by email to the address last advised; or</p> <p>f) in relation to a Notice we give you:</p> <ul style="list-style-type: none"> <li>given in or with a Merchant statement or Merchant newsletter we publish; or</li> <li>we may publish the Notice on our website and notify you that it is available there.</li> </ul>
36	<p>Replace the paragraph beginning with "If a Notice is sent by facsimile" with "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.</p> <p>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.</p>

Existing Clause #	Change description
	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.”
36	After “A Notice take effect from the time it is delivered” insert “or taken to be received”
37(b)	Replace “a terminal” with “any equipment”
38(b)	Replace “the performance of Bendigo Bank” with “our obligation to perform our”
39(b)	Replace “fees clause” with “The Agreement”, delete “in that clause” and replace “as determined by us” with “on demand”
39 (d)	Delete “the fees clause of”
40 (c)	Renumber existing subclause 40(c) as 40(d) and immediately prior insert: “c) grant us a security interest in the monies held in the Security Account; and”
40.4	Delete “to”
Glossary – Removed Terms	The following defined terms and their definitions have been <b>deleted</b> in the Glossary: “ <b>Conditions</b> ”, “ <b>Merchant operating guide</b> ”, “ <b>Mastercard SecureCode</b> ” and “ <b>Verified by Visa</b> ”.
Glossary – Amended Terms	The following defined terms have been amended as follows:  <b>Agreement</b> - after “clause 2 of these” insert “Terms and” <b>Online Service</b> - insert an additional dot point “Online Merchant Account” <b>Terms and Conditions</b> - replace “this copy of” with “the”, replace “provided to you” with “set out in this document” <b>Transaction</b> – replace the existing definition with “ <b>Transaction</b> 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”. <b>User guide</b> - after “current” insert “and most recent”. <b>We / us</b> – replace the existing definition with “ <b>We/us/our</b> means Bendigo Bank”.
Glossary – Inserted Terms	The following new definitions have been <b>inserted</b> in the Glossary:  <b>Batch Processing</b> 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. <b>Contactless Transaction</b> 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. <b>Credit Transaction</b> means a Transaction that is processed as a credit transaction such as where the Cardholder selects credit (‘CR’). <b>Debit Transaction</b> means a Transaction that is processed as a debit transaction such as where the Cardholder selects savings (‘SAV’) or cheque (‘CHQ’). <b>Mastercard Identity Check</b> 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. <b>Merchant Choice Routing</b> means the Electronic Terminal functionality described in clause 20(o) of these Terms and Conditions. <b>Online MOTO</b> 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. <b>Visa Secure</b> 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.