

4.4 Refund, return and credit transactions

You must:

- a. establish a fair policy for dealing with refunds and disputes about Transactions in accordance with the requirements of the Card Scheme Rules, and you must include information about that policy on Transaction Receipts. Your policy must be on the same terms and apply equally for all payment methods;
- b. only process a Transaction as a refund to a Cardholder if it is a genuine refund of a previous sale Transaction. All refunds must be processed to the same card that was used in the original sales Transaction (unless that card is no longer valid) and be for the original sale amount;
- c. not process a refund Transaction as a way of transferring funds between your accounts, including by accepting cash from a Cardholder in exchange for crediting their card (excluding valid 'top up' value load transactions for prepaid or gift cards);
- d. only give refunds for Credit Card Transactions by means of credit and not in cash or cheque; and
- e. when processing a refund, also refund any surcharge amount which was assessed on the initial Transaction.

4.5 Equipment

For Transactions using the Equipment:

- a. you must:
 1. only use Our Equipment or Your Equipment which must be approved by us;
 2. comply with the Terminal User Guide and any other relevant Equipment user guide;
 3. ensure that you use the Equipment only as permitted by this Agreement (and, in the case of Your Equipment, any agreement with your own third-party supplier);
 4. follow our reasonable directions regarding any necessary updates or changes to the Equipment and implement those updates or changes. Where this relates to Your Equipment, you agree to do so at your own cost;
 5. allow our employees and Representatives to enter your premises as reasonable during normal business hours, to install, inspect, maintain, remove or make changes or updates to Our Equipment; and
 6. process all Transactions by reading card data with the Equipment; and
- b. you must not:
 1. process a Transaction by manually keying details into the Equipment unless it is a MOTO Transaction or an E-Commerce Transaction; or
 2. deliberately engineer a situation in which a Transaction is processed as an Offline Transaction.

4.6 Website requirements

- a. If you wish to accept payments through a website (i.e. for E-Commerce Transactions and Internet Merchant Services), your website must clearly display the following information:
 1. your business name (and Australian Business Number as applicable);
 2. your business contact details (including telephone and an email address) and the street and postal address of your approved place of business;
 3. a complete description of the goods and services available for purchase on your website with the price advertised in Australian dollars. You may also display the price in a foreign currency if we have given our prior written consent allowing you to process Transactions in that currency;
 4. details of your delivery times for goods and services. Delivery times are to be appropriate for your type of business. If the delivery is to be delayed, the Cardholder must be notified of the delay and be provided with the option of obtaining a refund;
 5. a clear statement that your business is an Australian business and that all Transactions will be billed in Australian dollars. You may indicate that Transactions will be billed in a foreign currency if we have given our prior written consent allowing you to process Transactions in that currency;
 6. details of any Australian export restrictions (if applicable);
 7. details of your privacy policy (and, if applicable, your credit information policy) and how you intend to deal with, or share, Personal Information obtained from and about the Cardholder;
 8. details of your return and refund policy, including how a Transaction can be cancelled by a Cardholder;
 9. a description of the measures you have to maintain the security of Cardholders' account data; and
 10. any other information which we reasonably require you to display from time to time.
- b. If your website does not comply with any of these requirements, we are not obliged to provide you with Merchant Services in respect of E-Commerce Transactions or Internet Merchant Services.
- c. You must ensure that your business name corresponds with the name of your website and the name that will appear on Cardholder statements and Transaction Receipts. If you wish to change any of the information referred to on your website or how they appear on Transaction Receipts, you must give us at least 10 Business Days prior written notice. This will enable us to implement the changes and undertake acceptance testing. We will not recommence the live operation of the Merchant Services until we have satisfactorily completed acceptance tests of your website.
- d. You must provide us reasonable access to view, monitor and audit the pages of your website.

- n. If, due to any Chargebacks, increased Transaction volumes, a change in the nature of your business or a change in the types of Transactions you process, the risk we assume in providing you with the Merchant Services increases (as determined in our commercially reasonable discretion), we may as a condition of continuing to provide Merchant Services to you also require you to provide a guarantee and indemnity and/or security over property of a type and magnitude to be reasonably determined by us.
- o. Due to the delayed nature of credit risks associated with Chargebacks, this entire clause 10 survives termination of this Agreement.

11. Non-Standard Cards

- a. We may facilitate the transmission of Non-Standard Card Transaction information between you and certain Non-Standard Card Issuers provided that:
 - 1. we are satisfied that you and the relevant Non-Standard Card Issuer can receive and participate properly in such transmission; and
 - 2. you have given us your current merchant numbers for each of the relevant Non-Standard Card Issuers.
- b. Before accepting any Non-Standard Cards, you must establish a separate agreement with the card Issuer(s) unless this would cause you to breach any term of this Agreement (in which case you cannot accept such Non-Standard Card(s)).
- c. We accept no responsibility for your acceptance of any Non-Standard Cards and the related terms and conditions, whether you do so with Equipment supplied by us or otherwise.

12. Promotional Material and Advertising

You must:

- a. display any promotional material we supply you prominently at the point of sale at each of your business premises and on any website you maintain to indicate that you accept Nominated Cards for Transactions (except where we agree otherwise); and
- b. use advertising and promotional material for the Nominated Cards or which show a Card Scheme logo or mark only with our consent and in the manner we approve.

13. Costs, Fees and Other Payments

- a. You must pay us, and you authorise us to withdraw without notice, the following amounts from any account you have with us (including your Nominated Account(s) and Float Account):
 - 1. all fees, charges and costs in connection with the Merchant Services and any use of the Equipment as set out in this Agreement, the Letter of Offer and each Pricing Offer;
 - 2. any outstanding amount arising from a refund Transaction which we have paid to you, but which was not a valid or acceptable Transaction;
 - 3. all over-credits paid by us on sales and cash Transactions due to errors or omissions;
 - 4. all credits paid by us on sales and cash Transactions which we have determined to Chargeback under clause 9(d);
 - 5. all stamp duties, taxes, and other government charges levied on the services, any Equipment, your accounts with us and this Agreement;
 - 6. any amounts found to be due to us during an audit or check by us;
 - 7. all fees, charges and costs agreed to be paid to us for the processing of information in connection with a loyalty program and the processing of any Non-Standard Cards;
 - 8. all fines, penalties or similar costs imposed on us by a Card Scheme because of your conduct in relation to the Merchant Services (including an unacceptable rate of Chargebacks or failure to comply with the Data Security Standards);
 - 9. all reasonable costs, charges and expenses of any description incurred by us (or any Person(s) referred to in clause 3.1(b)(7)) in connection with this Agreement including administration costs and legal costs on the higher of a full indemnity basis or solicitor and client basis; and
 - 10. all other amounts you owe us under this Agreement.
- b. If there are insufficient funds in any such accounts or facilities, then you must pay us on demand any balance that remains unpaid.
- c. We may vary existing fees or introduce new fees relating to this Agreement at any time either by written notice to you or by advertising in the national or local media. Such changes will take effect no sooner than 30 days after the date of such notice.
- d. We may require you to provide a direct debit request in order to debit your preferred account with the amounts referred to in this clause 13.
- e. You can obtain information on current standard fees and charges from us upon request.

- c. When this Agreement ends:
 - 1. you must return to us all stationery, Our Equipment, Terminal User Guides and other Materials we supplied to you in connection with the provision of Merchant Services, and you must remove any Card Scheme logo or any Materials that we have provided you from your business premises and/or websites; and
 - 2. you must pay us any outstanding fees, charges and costs due under this Agreement and each Pricing Offer. You authorise us to withdraw, without notice, any such amounts from any account you have with us.
- ci. Upon termination, in order to facilitate closure of your Nominated Account(s) and any other associated accounts ('**Accounts**'), you acknowledge and agree that we may keep your Accounts open and active for a period of 30 days following termination of this Agreement, in order to finalise and process any outstanding settlement values, fees or charges. Nothing in this clause affects our rights under clause 10.
- cii. You are responsible for any fees, charges and costs which accrue until Our Equipment and the Materials referred to in sub-clause (c) above have been returned to us.
- ciii. If you terminate any part of this Agreement that relates to the supply of Our Equipment (e.g. you no longer require those services because you have sourced your own), then you must pay us any fees, charges and costs that we have prepaid for services in connection with Our Equipment (for example, rental costs from a third-party supplier).
- civ. You agree that we may notify any other Person or Card Scheme the fact that all or part of this Agreement has been terminated and the reasons for termination. You acknowledge that the information concerning termination of this Agreement then becomes available to any member of the Card Schemes and may be used in assessing subsequent applications by you for merchant facilities with another acquirer.
- cv. This clause 19 survives termination or expiry of this Agreement.

20. Non-Disclosure

20.1 Confidentiality

- a. A party to this Agreement shall not disclose Confidential Information provided by another party (including the existence or terms of this Agreement) except:
 - 1. to employees, agents and advisers of that party;
 - 2. to a person intending to exercise or deal with rights or obligations under this Agreement;
 - 3. where the information is publicly available or the disclosing party reasonably believes the disclosure is required by any law, stock exchange or rating agency; or
 - 4. otherwise as permitted by this Agreement.
- b. Despite sub-clause (a), you consent to us disclosing information relating to you or any Transaction to any Person in order to enable us to comply with any Relevant Law, this Agreement, the rules of any Card Scheme or any obligation under any Supplier Agreements to which we are a party. In particular, you consent to us disclosing, to the extent permitted by law:
 - 1. such information to Issuers in the event we are aware or form a view that a Transaction has been debited or credited incorrectly to a particular Cardholder account;
 - 2. to participants in any Nominated Card Scheme, information in connection with the cause for termination of this Agreement or any information where we know or have reasonable grounds to suspect you have engaged in fraud when processing Transactions (including the disclosure of any information under clause 19.3(h)); and
 - 3. such information to any employee or Representative of ours or our Related Bodies Corporate to be used or disclosed:
 - A. for credit assessment and administration purposes;
 - B. to enable us to carry out our obligations under this Agreement; or
 - C. for marketing or product development purposes.
- c. Each party must destroy any document containing Confidential Information that is no longer required to be retained.

20.2 Publicity and Advertising

- a. You must not (and must ensure that none of your Personnel will) without our prior written consent (which may be given or withheld in our absolute discretion):
 1. use in advertising, publicity or otherwise (including any offer documents, promotional material, in-house publications and circulars) our name (or that of any Related Body Corporate) or of any officer or employee of us or any trade name, trade mark, trade device, service mark, symbol mark, symbol or any abbreviation, contraction or simulation thereof or any other Intellectual Property Rights owned by us (or any Related Body Corporate); or
 2. represent directly or indirectly, that any product or any service provided by you has been approved or endorsed by us or by any officer or employee of us (or any Related Body Corporate).
- b. The consent required under sub-clause (a) shall include the manner in which the announcement or release is to be made and its form and content, unless and only to the extent that the announcement or release is required by a Relevant Law (unless otherwise agreed between the parties).

20.3 Survive termination

This clause 20 will survive expiry or termination of this Agreement.

21. Limitation of Liability

21.1 Liability limited

- a. Subject to any clause to the contrary in this Agreement and to the extent permitted by law, neither party is liable to the other or any third party for any consequential Losses, including any incidental, indirect, special, punitive or exemplary damages, or for damages related to loss of profits, opportunity, revenue, goodwill, anticipated savings, inconvenience or other such losses.
- b. Where a party is liable for any such losses, then subject to clause 21.2 and to the extent permitted by law, that party's liability to the other in connection with this Agreement will not exceed the total amount actually paid by you to us in respect of the provision of Merchant Services under this Agreement during the twelve month period preceding the date on which the cause of action first accrued. This limitation does not apply to any fees, costs, expenses or other amounts payable by a party to the other under this Agreement.

21.2 Consumer legislation

- a. You may have rights and remedies under the Competition and Consumer Legislation.
- b. If our liability to you for the breach of any term, condition or warranty implied by law is capable of exclusion, it is excluded.

- c. If we have breached any condition or warranty implied under the Competition and Consumer Legislation that is not capable of exclusion, to the extent permitted under law, our liability is limited to the re-supply of the services or goods, or the payment of the cost of having the services or goods supplied again at our reasonable discretion.

22. Force Majeure Event

- a. If a party is wholly or partially precluded from complying with its obligations under this Agreement by a Force Majeure Event affecting that party, then that party's obligation to perform such obligations will be suspended to the extent and for the duration of the delay arising out of the Force Majeure Event.
- b. As soon as possible after a Force Majeure Event arises, the party affected by it must notify the other party of the Force Majeure Event and the extent to which the notifying party is unable to perform its obligations under this Agreement, as far as it is able to ascertain at that time.

23. Notices

- a. Subject to any particular notice provisions to the contrary contained in this Agreement, any notice to be given to a party will be deemed to have been given by it:
 1. upon delivery by hand to the other party at the address last notified;
 2. one Business Day after emailing it to the email address last advised, provided the sender has keyed in the correct email address and has not been informed by way of an email alert that the email has failed to reach its intended destination; or
 3. two Business Days after posting it by ordinary pre-paid post addressed to the other party at the address last notified.
- b. A notice takes effect from the time it is delivered unless a later time is specified in it.
- c. You must promptly advise us of any change in your contact details and we shall endeavour to do likewise.

24. Changes to this Agreement

- a. Subject to the notice requirements in sub-clause (b), we may change the terms and conditions in this Agreement in our reasonable discretion at any time where there is a legitimate need for us to do so, including to deal with any regulatory change or unforeseen event that may arise.
- b. Unless otherwise specified in this Agreement or separately agreed between you and us, we will give you notice of changes as follows:

Changes	Minimum number of days notice	Method of notice
Increase a fee or charge, introduce a new fee or charge or change any other term or condition which we reasonably believe is unfavourable to you (excluding government fees or charges)	30	In writing or by advertising in the national or local media
Change to any other term or condition which we reasonably believe is not unfavourable to you (excluding government fees or charges)	Any time before the change takes effect	In writing or by advertising in the national or local media
Introduction or variation of any government fees or charges	As soon as practicably after but no later than 1 month after the change takes effect	In writing or by advertising in the national or local media

- c. We may give you a shorter notice period, or no notice, of an unfavourable change if we believe doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss.

25. Assignment

- a. We may assign, subcontract or otherwise transfer all or any part of our rights or obligations (or Our Equipment) under this Agreement.
- b. You cannot assign any of your rights or obligations under this Agreement without our prior written consent.

27. Banking Code of Practice

The Banking Code of Practice (**BCOP**) is an industry code which sets standards of good banking conduct. The relevant provisions of the BCOP apply to these Merchant Services if you're an individual or a small business (as defined in the BCOP).

26. Waiver, Consent and Approval

- a. Any waiver, consent or approval given by us under this Agreement is only binding on us if it is given in writing and executed by us or by our authorised officer.
- b. Failure by us to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.
- c. We may give our consent for the purposes of this Agreement conditionally or unconditionally or withhold it in our absolute discretion, unless this Agreement indicates otherwise.

28. Complaints

- a. If you have a complaint or dispute about anything relating to your Merchant Services facility, you can contact us by:
 1. contacting your relationship manager,
 2. calling Client Support on 1300 550 415 if you do not have a relationship manager
 3. lodge it at: macquarie.com.au/feedback-and-complaints, or
 4. email us at: complaints@macquarie.com.
- b. Complaints that arise as a result of confusion or misunderstanding can usually be resolved promptly. Some complaints are more complicated and may involve further investigation by us. If the complaint is not able to be resolved within 30 days, we will provide you with a summary of our position and further information regarding redress.
- c. If we do not rectify a problem notified by you under this clause, you have the option to contact Australian Financial Complaints Authority (**AFCA**). AFCA offers an independent and free resolution process of disputes between consumers and financial service providers. AFCA has certain terms of reference that must be satisfied in order for it to investigate your problem. You can contact AFCA by:
 - i. writing to:
Australian Financial Complaints Authority, GPO Box 3,
Melbourne VIC 3001
 - ii. calling: 1800 931 678 (free call)
 - iii. emailing: info@afca.org.au

d. Macquarie Customer Advocate

The Macquarie Customer Advocate's role is to:

- listen to our customers and provide a customer-centric voice when making recommendations to improve customer experience
- minimise the risk of future problems by reviewing key customer themes
- work with Macquarie complaint teams to promote fair and reasonable customer outcomes

The Macquarie Customer Advocate is separate to Macquarie's operating, risk and support groups including its internal dispute resolution teams.

The Macquarie Customer Advocate can be contacted at:

The Customer Advocate
Macquarie Group Limited
GPO Box 4294
Sydney NSW 1164

Email: customeradvocate@macquarie.com

29. Governing Law

This Agreement will be governed by the laws of the State of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of that State.

30. Invalidity

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction will as to that jurisdiction only be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this Agreement are and continue to be valid and enforceable in accordance with their terms.

31. GST

- a. Unless expressly stated or agreed otherwise, any consideration or amount payable under this Agreement, including any non-monetary consideration (**'Consideration'**), is exclusive of GST.
- b. If GST is or becomes payable on a supply made under or in connection with this Agreement (**'GST Liability'**), then:
 1. an additional amount is payable by the party providing Consideration for the supply (**'Recipient'**) equal to the amount of the GST Liability, which is to be calculated by the party making the supply (**'Supplier'**) in accordance with the GST Law; and
 2. the Recipient will indemnify and keep the Supplier indemnified for the full amount of the GST Liability.
- c. The amount of the GST Liability is payable at the same time and in the same manner as the Consideration for the supply, and the Supplier must provide the Recipient with a valid tax invoice before payment of the amount of the GST Liability.

32. Close-Out Netting Contract

This Agreement is intended to be a close-out netting contract for the purposes of the Payment Systems and Netting Act 1998 (Cth).

33. Definitions and Interpretation

33.1 Definitions

Unless the contrary intention appears, the following words have these meanings in this Agreement:

Agreement means these general terms and conditions and all of the documents referred to in clause 3.1(a).

Authorisation has the meaning given in clause 5.1.

Authorised Phone User and **Authorised Signatory** have the meanings given in clause 16.

Bureau means a third party used by you to transmit information between us and you on your behalf.

Business Day means every weekday except for Australian national public holidays.

Card Not Present Transaction means a Transaction where any of the card, Cardholder, or you are not physically present together at the time of the Transaction. This includes all MOTO Transactions, E-Commerce Transactions, Internet Merchant Services Transactions and any relevant EFT Transactions.

Card Schemes means Visa, MasterCard, American Express and/or JCB (as applicable).

Card Scheme Rules means the relevant rules and regulations which regulate participants in the respective Card Schemes, as amended or varied from time to time.

Cardholder means the Person in whose name the Credit Card or Nominated Card has been issued.

CECS Regulations means those regulations described by the regulations for Consumer Electronic Clearing System as published by the Australian Payments Network Limited.

Chargeback means the reversal of a Transaction back to you (i.e. which you are liable for) because it has been disputed by a Cardholder or Issuer and determined against you in accordance with the applicable Card Scheme Rules.

Charge Card means a sub-category of a Credit Card that has been designated by the relevant Issuer as a charge card.

Chip Card means a plastic card containing a computer chip that adheres to the 'Chip Security Standards' as mandated by the relevant Card Schemes.

Commencement Date means the date we commence to provide you with the Merchant Services facility (i.e. the date that installation or set-up of your Terminals or the Internet Merchant Services is complete).

Competition and Consumer Legislation means the Competition and Consumer Act 2010 (Cth) and the Australian Securities and Investments Commission Act 2001 (Cth) and equivalent State legislation, as varied and amended from time to time.

Confidential Information means all information and material (whether disclosed orally, in writing or in any other form) that is designated as confidential or is imparted to a party in circumstances of confidence, under or in connection with this Agreement. Confidential Information includes any information relating to our business systems, operations, customers, properties, assets or affairs of us or those of our Related Bodies Corporate. It also includes all copies, notes and records and all related information based on, or arising out of, any disclosure of such information and material.

Confidential Information does not include information or material that is:

- a. in the public domain (other than as a result of a breach of this Agreement); or
- b. independently developed, discovered or known by a party.

Credit Card means:

- a. a card that has been designated by the Issuer as a card belonging to one of the Card Schemes and which the Card Schemes recognise as being a credit card; or
- b. a Charge Card.

Data Security Standards means the data security standards mandated by the Card Schemes for the protection of Cardholder details and Transaction information (including PCI-DSS), issued by the Security Standards Council, as amended and/or notified to you from time to time).

Debit Card means a debit card issued by a bank (or designated as a debit card by one of the Card Schemes) which is linked to a bank account that may be used to withdraw cash from an ATM or to pay for goods or services via an EFT Transaction and which is compatible with the Equipment. It does not include Credit Cards or Charge Cards.

Direct Debit Request means the direct debit request form given to you with the Letter of Offer, which authorises us to debit fees, charges and any amounts payable by you from your Nominated Account(s), or such other account as specified on the form and agreed by us.

E-Commerce Transaction means a Transaction between you and a Cardholder which has been ordered over the internet or by email, for which you use the Equipment to process the Transaction (only where we have previously notified you that we agree to facilitate such transactions). This excludes Transactions processed by Internet Merchant Services.

EFT Transaction (electronic funds transfer Transaction)

means a funds transfer to or from a Cardholder's bank account that is initiated through the Equipment in order for the Cardholder to:

- a. purchase goods or services from you by using a Debit Card and PIN at a Terminal; or
- b. purchase goods and services from you by providing relevant account or Debit Card details to you for processing as a Card Not Present Transaction, either directly or indirectly, or via a third party, or over the phone, or via mail, facsimile or e-mail, or your website.

Equipment means all Terminals, computers, telephones or other hardware or software which is used to connect to our electronic banking system from your premises, which includes Our Equipment and any of Your Equipment.

Float means the non-withdrawable minimum balance for the Float Amount which must at all times be set as non-withdrawable funds on your Float Account.

Float Account has the meaning given in clause 10.3.

Float Amount means a minimum non-withdrawable amount which must be held in your Float Account (if we so require) which is reasonably determined (and subject to change) by us in accordance with clause 10.3.

Floor Limit means the maximum amount that you are permitted to process for each Cardholder in any Transaction or series of Transactions, which is \$50,000.00 (unless otherwise agreed in writing).

Force Majeure Event means anything outside a party's reasonable control including, without limitation, fire, flood, drought, storm, lightning, acts of God, earthquakes, peril of sea or air, malicious damage, revolution, explosion, sabotage, accident, embargo, labour dispute or shortage, any computer or other technology malfunction, civil commotion, act of war and war, terrorism and any natural disasters.

Fraud Protection Guide means the user guide titled 'Fraud Protection Guide' provided to you upon installation of the Equipment.

Future Dated Payments means the payments you receive in advance from the Cardholder before you deliver the goods or services.

Future Dated Risk means our reasonable assessment of the credit risk arising from the Merchant Services we provide to you taking into account the risk of Chargebacks in respect of Future Dated Payments.

GST means any tax imposed under GST Law and includes 'GST' within the meaning of the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time.

GST Law means 'GST Law' as defined in the GST Act and includes any Act of the Parliament of Australia that imposes or deals with GST.

Intellectual Property Rights means any patents, trade marks, service marks, designs, copyright, business names, trade secrets, know how and other intellectual property rights and interests (in each case whether or not registered under any Relevant Law).

Internet Merchant Services means the internet-based Merchant Services payment gateway product known as 'Macquarie Navigator' that we offer and agree to process in conjunction with an approved Payment Gateway Provider.

Issuer means the company that has issued a Credit Card to the Cardholder in accordance with the Card Schemes, or the company that has issued the relevant Nominated Card or Non-Standard Card.

Letter of Offer means the letter of offer we give you in connection with the Merchant Services the subject of this Agreement, which includes the Pricing Offer in relation to each Product.

Losses means losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs and expenses, including reasonable attorney's fees.

Materials means any writing (including all Terminal User Guides and instruction manuals), drawing, model, photographic product, computer program, table, compilation, literary work, artistic work, or any electronic, magnetic, electro-magnetic or optical form of storage.

Merchant Services means the merchant services facility offered by us to you, which enables you to accept payment for your goods and services via Nominated Cards through the Equipment and/or your Payment Gateway Provider, as detailed in this Agreement. Your merchant services facility may comprise a number of different Product types, which will each have its own respective Pricing Offer.

Multi-Merchant Facility means the shared Terminal which is provided by us to you and your Co-Merchants for your respective Merchant Services facilities. Internet Merchant Services cannot be included in this facility type.

Multi-Settlement Accounts Facility means the Terminal provided pursuant to your Merchant Services facility, which has been configured for multiple Nominated Account processing. Internet Merchant Services cannot be included in this facility type and may only be set up for an individual Nominated Account.

MOTO Transaction means a Credit Card Transaction involving an order for goods or services received by you by mail, facsimile, telephone or email.

Nominated Account means the account(s) referred to in clause 10.1(a).

Nominated Card means a type of Credit Card or Debit Card as the case may be, details of which are identified as 'Nominated Cards' in the Letter of Offer.

General Terms and Conditions

Non-Standard Card means a type of card (if any), details of which are identified as 'Non-Standard Cards' in the Letter of Offer or as agreed between the parties from time to time.

Offline Transaction means the process in which details of a Transaction are read and stored by the Equipment but are processed later than normal due to malfunction of the Equipment or any network downtime.

Our Equipment means all Equipment provided by us to you including the Terminals (if applicable).

Payment Gateway Provider means a third-party provider of software and internet technology that enables Transactions to be made securely over the internet.

PCI-DSS means the Payment Card Industry Data Security Standards.

Person means an individual, firm, body corporate, unincorporated body or association, partnership, joint venture or any government agency or authority.

Personal Information has the meaning set out in the Privacy Act 1988 (Cth).

Personnel means your employees, agents, advisers, auditors, consultants or contractors.

PIN means the personal identification number allocated by us or the relevant Issuer, or personally selected by the Cardholder.

Point of Sale Transaction means a Transaction where the card, Cardholder, and you, are all physically present at the time of the Transaction.

PPSA means the Personal Property Securities Act 2009 (Cth).

Pre-Authorisation has the meaning given in clause 5.2.

Pricing Offer means the 'Pricing Offer' set out in the schedule to the Letter of Offer, which specifies the fees and charges payable by you in relation to each particular Product, as amended from time to time in accordance with this Agreement.

Privacy Law means all legislation, principles and industry codes or policies relating to the collection, use, disclosure, storage and granting of access rights to Personal Information as well as data protection, surveillance, security, direct marketing and other related matters (as amended and varied from time to time).

Product means any (or a combination of) the following product types being provided to you as part of your Merchant Services facility, as identified on the Pricing Offer (or any additional product types that we may offer to you from time to time):

- a. 'Macquarie Explorer' wireless Terminal;
- b. 'Macquarie Base' counter-top Terminal; or
- c. 'Macquarie Navigator', being the Internet Merchant Services.

For the avoidance of doubt, each Product may have a separate Pricing Offer applicable to it, and this Agreement will govern the use of all Products collectively.

Refund Password means the password you must enter into the Terminal before processing a refund Transaction. We will initially provide you a generic password which you can later change to a password of your choice.

Related Body Corporate has the meaning given to it in the Corporations Act 2001 (Cth).

Relevant Law means any:

- a. statute, ordinance, code or other law including regulations and other instruments under them, including all Privacy Laws and CECS Regulations; and
- b. applicable Card Scheme Rules.

Representatives means our agents, suppliers, contractors, sub-contractors and permitted assigns.

Security Interest means any:

- a. security interest under the PPSA or security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust or title retention or flawed deposit arrangement;
- b. right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;
- c. right that a person (other than the owner) has to remove something from land, easement, public right of way, restrictive or positive covenant, lease or licence to use or occupy; or
- d. third party right or interest, or any right arising as a consequence of the enforcement of a judgement, or any agreement to create any of them or to allow them to exist.

SSL means secure socket layer.

Supplier Agreements means the various agreements entered into by us in order to facilitate the acquiring, processing and settlement of transactions initiated through Terminals or Internet Merchant Services, including any agreements relating to the Card Schemes and any maintenance agreements.

Terminal means the EFTPOS terminals which we supply to you, or those which you have supplied and that we have approved for use (in our absolute discretion, having regard to connectivity and security considerations).

Terminal User Guide means, collectively, all user guide information and materials provided to you upon installation of the Equipment.

Transaction includes a sales transaction (and any tip), refund transaction and cash-out transaction involving all Nominated Cards (Credit Card or Debit Card as the case may be) howsoever processed.

Transaction Receipt means a document used to evidence a Transaction.

We, our and **us** means the Business Banking Division of Macquarie Bank Limited ABN 46 008 583 542.

You and **your** means the Person or Persons named as the addressee in the Letter of Offer and listed as a party in this Agreement. If there is more than one addressee, 'you' refers to each addressee individually as well as collectively.

Your Equipment means those parts of the Equipment which you have elected to supply yourself and which must be approved by us under clause 4.5(a)(1).

33.2 Interpretation

In this Agreement, unless the contrary intention appears:

- a. a reference to any party includes a reference to their successors and permitted assigns (including Persons taking by novation);
- b. a reference to this Agreement or any other document includes that document as amended, novated, supplemented, ratified or replaced from time to time;
- c. a reference to a law, ordinance, code or other law includes regulations and other instruments as amended, consolidated, supplemented or replaced;
- d. any term used in this Agreement which is defined in the Corporations Act 2001 (Cth) has the meaning given to that term in the Corporations Act 2001 (Cth);
- e. words importing the singular include the plural and vice versa;
- f. words importing any gender include all other genders;
- g. headings are used for convenience only and do not affect the interpretation of this Agreement;
- h. if something is to be done on a day which is not a Business Day then that thing must be done on the next or following Business Day;
- i. any thing (including any amount) is a reference to the whole and each part of it, and a reference to a group of Persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- j. "including", "for example" or "such as" and similar expressions are not words of limitation;
- k. an agreement, representation or warranty in favour of two or more Persons is for the benefit of them jointly and severally;
- l. money amounts or the symbol "\$" is a reference to Australian currency unless otherwise specified; and
- m. a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed ('**defunct body**'), means the agency or body which performs most closely the functions of the defunct body.

33.3 Inconsistency

To the extent of any inconsistency between the documents referred to in clause 3.1(a), the following rules will apply:

- a. the Letter of Offer prevails over all other documents;
- b. the terms and conditions for specific Card Schemes prevail over these general terms and conditions; and
- c. these general terms and conditions prevail over the remaining documents.

Schedule 1

Multi-Merchant Facilities

The terms and conditions in this Schedule only apply where you have indicated to us that you require your Merchant Services facility to be part of a Multi-Merchant Facility. This may be in conjunction with a Multi-Settlement Accounts Facility.

1. Definitions

In this Schedule, the following words have these meanings:

Co-Merchants means all of the merchants comprising the Multi-Merchant Facility.

Merchant ID means the unique identification number that we have assigned to you in order for you to login to the shared Terminal (along with your Password) and process Transactions to your Nominated Account. The Merchant ID will appear as your entity name (or an abbreviated version of it) on the Terminal for ease of login.

Password means the password selected by you, to be used in conjunction with the Merchant ID for you to login and process Transactions on the shared Terminal.

2. Multi-Merchant Facility Generally

- a. In respect of the Multi-Merchant Facilities this Agreement is only between you and us. Any Co-Merchants referred to in this Agreement procure their services from us under separate agreements.
- b. You and your Co-Merchants must appoint one merchant to be known as the **'Primary Merchant'**, while all other Co-Merchants will be referred to as **'Supplementary Merchants'**. The appointment of the Primary Merchant should be made with your application for a Multi-Merchant Facility.
- c. You and your Co-Merchants will receive individual Merchant IDs and Passwords to use on the Terminal, in order to process Transactions to your respective Nominated Accounts.
- d. You must ensure that you correctly select your Merchant ID and enter your Password to validly process a Transaction to your Nominated Account.

3. Responsibilities of Primary Merchant and Supplementary Merchants

- a. The Primary Merchant will be the central point of contact between all Co-Merchants and us for all enquiries in relation to the Equipment and the Multi-Merchant Facility generally. If you are a Supplementary Merchant you authorise and appoint the Primary Merchant as your agent to instruct us on your behalf in relation to the Equipment and the Multi-Merchant Facility generally.
- b. In accordance with clause 14, you are responsible for all liability in relation to the Equipment, regardless of whether such liability results from an act or omission of the Primary Merchant or a Co-Merchant.

- c. The Primary Merchant is responsible for the payment of all fees in relation to the Equipment (namely, the **'Monthly Terminal Rental Fee'**).
- d. All Transaction-related fees are paid by respective Co-Merchants which process relevant Transactions assessed on each Co-Merchant's individual Merchant Services facility (as well as any other fees as identified on the Letter of Offer).
- e. If the Primary Merchant wishes to end their Merchant Facility or their association with the Multi-Merchant Facility, the Supplementary Merchants (or the Primary Merchant) must appoint (by notifying us in writing) a new Primary Merchant to take over the Primary Merchant responsibilities if they wish the Multi-Merchant Facility to continue. Failure to do so may result in suspension or termination of the Merchant Services or Multi-Merchant Facility.

4. Password undertakings

You agree and undertake to comply with the following:

- a. You must keep the Password confidential (including from Co-Merchants) and you must not record or log the Password onto any medium.
- b. You must as soon as possible notify us upon becoming aware or suspecting:
 1. that any unauthorised Person knows the Password;
 2. any loss, theft or misuse of the Password; or
 3. any other breach of security.
- c. Upon the occurrence of a breach of security pursuant to subclause (b) above, you must discontinue use of the Password until we issue you with a new Password.
- d. You acknowledge and agree that we are entitled to assume that any access and operation of your Merchant Services facility via the Multi-Merchant Facility using the Merchant ID and Password allocated to you has been made by you, or a Person authorised by you, regardless of the true identity of the Person accessing and operating your Merchant Services facility.
- e. You acknowledge that we are not liable for, and you release us from, any Loss you incur as a result of any erroneous or incorrect use of the Multi-Merchant Facility by you or your Co-Merchants, including any incorrect use of the Merchant ID, Password or the Multi-Merchant Facility in processing Transactions to your Nominated Account or the nominated account of a Co-Merchant. We are not responsible if you process a Transaction to a Co-Merchant's nominated account.

Schedule 2

Multi-Settlement Account Facilities

The terms and conditions in this Schedule only apply where you have indicated to us that you require your Merchant Services facility to be a Multi-Settlement Accounts Facility. This may be in conjunction with a Multi-Merchant Facility.

1. Definitions

In this Schedule, the following words have these meanings:

Accounts means the Primary Account and all of the Supplementary Settlement Accounts you have indicated on the Multi-Settlement Accounts Addendum form to be comprised as Nominated Accounts for your Multi-Settlement Accounts Facility. Each account will be allocated an individual Merchant ID and Password for use on the Terminal in order to process particular Transactions to each of your respective accounts. Each account must be held with us in your entity name.

Merchant ID means the unique identification number that we have allocated to each Account that you have requested in order for you to login to the Terminal (with the associated Password) and process Transactions to your chosen Account. The Merchant ID will be linked to each Account and will appear as your chosen Account name on the Terminal for ease of login.

Password means the password selected by you for each Account, to be used in conjunction with the respective Merchant ID for you to login and process Transactions on the Terminal to your desired Account.

2. Primary Account and Supplementary Settlement Accounts – your responsibilities

- a. You must nominate one Account to be known as the **'Primary Account'**, while all other Accounts will be referred to as **'Supplementary Settlement Accounts'**. The appointment of the Primary Account should be made with your application for Merchant Services, while all Supplementary Settlement Accounts should be detailed on the Multi-Settlement Accounts Addendum form.
- b. You must ensure that you select the correct Merchant ID and enter the corresponding Password in order to validly process a Transaction to your desired Account.

- c. If you wish to change the status of your Primary Account or to remove or add any Supplementary Settlement Accounts you must notify us in writing in the form required by us.
- d. You acknowledge and agree that the payment of all fixed fees in relation to the Merchant Services facility and the Equipment (for example, the Monthly Terminal Rental Fee) will be deducted from the Primary Account (or any separate fees and charges account that you have indicated). All Transaction-related fees and any fees directly linked to a Supplementary Settlement Account will be deducted from the fees and charges account that you have indicated is to be linked to that Supplementary Settlement Account (if applicable).

3. Password and Indemnity

- a. You must keep all Passwords confidential and you must not record or log the Passwords onto any medium.
- b. You must as soon as possible notify us upon becoming aware or suspecting:
 1. that any unauthorised Person knows a Password;
 2. any loss, theft or misuse of a Password; or
 3. any other breach of security.
- c. Upon the occurrence of a breach of security pursuant to subclause (b) above, you must discontinue use of the relevant Password until we issue you with a new Password.
- d. You acknowledge and agree that we are entitled to assume that any access and operation of your Multi-Settlement Accounts Facility has been made by you, or a Person authorised by you, regardless of the true identity of the Person accessing and operating your Multi-Settlement Accounts Facility.
- e. You acknowledge that we are not liable for, and you release us from, any Loss you incur as a result of any erroneous or incorrect use of the Multi-Settlement Accounts Facility by you. We are not responsible if you erroneously process a Transaction to an Account that you intended to process to a different Account

macquarie.com.au

For more information about Merchant Services speak to your relationship manager or call us on **1800 183 879**.

This information has been prepared by Macquarie Bank Limited ABN 46 008 583 542 AFSL and Australian Credit Licence no. 237502 for general information purposes only, without taking into account any potential investors' personal objectives, financial situation or needs. Before acting on this general information, you must consider its appropriateness having regard to your own objectives, financial situation and needs. All potential investors should obtain independent financial, legal and taxation advice before making any decision regarding a particular financial product.

Macquarie Bank Limited ABN 46 008 583 542.