

# Suncorp MPOS

—  
Terms and Conditions for  
a Suncorp Merchant Facility



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# 1 Introduction

## 1.1 Welcome

Thank You for selecting Suncorp for Your Merchant Facility.

We encourage You to take the time to read these Terms and Conditions, as they outline Your responsibilities when using Your Merchant Facility to process Transactions. Should You have any questions relating to this document or any of the other documents that form part of Your Suncorp Merchant Contract, please call Us on 13 11 55.

## 1.2 The Merchant Contract

We have agreed to provide You with a Merchant Facility on the Terms and Conditions set out in Your Suncorp Merchant Contract. These Terms and Conditions form part of Your Merchant Contract which is made up of:

- Your Letter of Offer;
- these Terms and Conditions;
- any other Terms and Conditions We tell You apply to Your Merchant Facility at the commencement of Your Merchant Contract;

and

- the User Guide.

Some words have special meanings in these Terms and Conditions and those words are defined in Section 2 under 'Interpretation and Definitions'.

If there is any inconsistency between the provisions of the documents listed above then:

- the Letter of Offer has precedence over all other documents;

and

- these Terms and Conditions have precedence over the User Guide.

## 1.3 Acceptance

These Terms and Conditions contain important information about Your responsibilities, obligations and potential liability when You process Transactions using Your Merchant Facility.

You accept this Merchant Contract when You access either the Suncorp MPOS Portal or Suncorp MPOS App.

Before You process any Transactions, We recommend that You read all of the documents that comprise Your Merchant Contract thoroughly.

# 2 Interpretation and Definitions

In this Merchant Contract 'person' includes a firm, body corporate, unincorporated association or authority and the successors and assigns thereof.

Words that are singular include the plural and vice versa.

The following words have the meanings described below:

**"Account"** means a bank account into which funds from Transactions are paid or Agreed Costs for this Merchant Contract are debited.

**"Agreed Costs"** means the fees and charges set out in Your Letter of Offer and any other fees or charges that may from time to time be imposed by Us at the times and in the manner specified by Us as permitted in this Merchant Contract.

**"Authorisation"** means an Authorisation message You receive from a Card Issuer when You process a Transaction through a Terminal.

**"Banking day"** means Monday to Friday excluding Brisbane Public Holidays.

**"Best Practice Guide"** means documentation provided to You from time to time including but not limited to Chargebacks-understanding the facts, reducing the risks and How to combat Card fraud.

**"Card"** means a Credit Card or Debit Card that We accept within the terms of this Merchant Contract.

**"Cardholder"** means any person to whom a Card has been issued.

**"Card Decals"** are decals We provide to You that You must display when using Your Merchant Facility.

**"Card Issuer"** means a financial institution that has provided a Card to a customer.

**"Card Scheme"** means the MasterCard, VISA Card and EFTPOS Payments Australia Schemes or any other Credit Card Schemes approved by Us from time to time.

**"Chargeback"** means a debit to Your Account, which We process, for the reversal of a Transaction, which the Cardholder has disputed.

**"Code of Conduct"** means any applicable mandatory regulatory code of conduct that applies to these Terms and Conditions, and also includes the Code of Banking Practice as described in section 16 of these Terms and Conditions.

**“Contactless Terminals”** means a Terminal approved by Us with a contactless reader embedded within the Terminal.

**“Contactless Transaction”** means a Transaction processed using a Contactless Terminal.

**“Credit Card”** means a Card that can be used to process a Transaction through the VISA, or MasterCard Schemes or their international affiliates which bear the applicable Card Scheme marks.

**“Debit Card”** means a Card issued by member financial institutions (Banks, Building Societies and Credit Unions) displaying the EFTPOS symbol which can be used to authorise a Transaction by the entry of a PIN.

**“Documentation”** means and includes any operating manuals, standards, Best Practice Guides, operating guides, We provide You with at the commencement of the Merchant Contract or other documentation or other written materials or communications which We provide to You from time to time in connection with the use of the Merchant Facility and in the manner permitted under this Merchant Contract.

**“EFTPOS”** means Electronic Funds Transfer at Point of Sale.

**“EMV”** (Europay/MasterCard/Visa) means the global industry standard for chip enabled cards aimed to protect Merchants and Cardholders from fraudulent activity and counterfeit cards.

**“EMV Card”** means a chip enabled card which complies with EMV.

**“GST”** means Goods and Services Tax or any tax imposed by or through the GST Law on supply (without regard to any input tax credit).

**“GST Law”** has the meaning attributed to it in A New Tax System (Goods and Services Tax) Act 1999. This expression also includes if necessary or required any legislation which is intended to validate, recapture or recoup any GST or tax imposed by any Act otherwise included within the definition of GST Law.

**“Invalid Transactions”** means a Transaction that is listed as an “Invalid Transaction” in clause 9 of these Terms and Conditions.

**“Legitimate Interests”** are our legitimate funding (including securitisation), business risk management and prudential or security requirements. It also includes any other requirements that are reasonably necessary to protect Us against a material risk to Us of:

(a) a monetary default;

(b) Our being unable to enforce its rights under the Security; or

(c) the value of the property which is subject to Security being materially compromised.

**“Letter of Offer”** means the Letter of Offer We give You concerning a Suncorp Merchant Facility.

**“Merchant”** means the person with whom Suncorp has entered into a Merchant Contract and where more than one person, “Merchant” means each person separately and two or more persons jointly. “Merchant” includes the Merchant’s administrators, successors and assigns.

**“Merchant Contract”** means our agreement with You for the Merchant Facility and is made up of Your Letter of Offer, these Terms and Conditions (including all Schedules), the User Guide and any Documentation We provide to You from time to time in the manner permitted under these Terms and Conditions.

**“Merchant Facility”** means the Suncorp MPOS and any other equipment as provided by Us or a third party in relation to this Merchant Contract, for processing Transactions.

**“Notice”** means a notice, request, consent or other communication related to this Merchant Contract that We give You.

**“PIN”** means the personal identification number You use at an electronic Terminal.

**“Premises”** means the place of business at which a Terminal is located.

**“Refund Password”** means the security password provided by Us to You to allow You to process refunds to Your customers entered via Your Merchant Facility.

**“Refund Transaction”** means a Transaction processed using a Refund Password.

**“Request for Transaction Voucher – Retrieval Request”** means a request for a Transaction voucher from a Cardholder, via their bank, regarding a Card Transaction processed using Your Merchant Facility.

**“Security”** means any guarantee and indemnity, mortgage, charge or other security interest including a term deposit and authority to set off deposits as We may request You provide to Us under clause 14.5 on terms reasonably required by Us to protect our legitimate business interests.

**“Suncorp MPOS”** means the MPOS product that has the ability to perform a sale, refund and provide a receipt via SMS and email.

**“Suncorp MPOS App”** means the application which is downloaded on Your mobile digital device that works in conjunction with Your Terminal to allow You to process card Transactions. The MPOS App may be made available by Us or by a third party pursuant to an agreement with Us or our related bodies corporate.

**“Suncorp MPOS Portal”** means the system that is provided to Suncorp by a third party and enables You to manage team members (users) and view transactions.

**“Suncorp, We / Us”** means Suncorp-Metway Ltd ABN 66 010 831 722 and includes its successors or assigns.

**“Tax Invoice”** has the meaning attributed to it in the GST Law.

**“Terminal”** means any electronic device, chargers (or any other ancillary devices), equipment or software We provide or install that allows You to accept Cards as a method of processing Transactions and facilitates crediting and debiting of amounts to Your Account, in settlement of Transactions.

**“Terminal Rental Fee”** means a fee levied by Suncorp for the provision of a Terminal as provided for by Suncorp from time to time.

**“Terms and Conditions”** means the Terms and Conditions for a Merchant Facility set out in this document and other Terms and Conditions contained in any documents issued by Suncorp and as amended from time to time as permitted by this Merchant Contract.

**“Transaction”** means any Transaction undertaken with a Card, which is processed using a Terminal.

**“User Guide”** means the instructional guide which We provide for operating a Merchant Facility.

**“You”** means the Merchant. “Your” and “Yourself” has a corresponding meaning.

## 3 Conditions

### 3.1 Conditions You Agree to

You agree You will:

- process Transactions according to Your Merchant Contract;
- be bound by and will comply with the Terms and Conditions of Your Merchant Contract;
- comply with all relevant laws, rules and regulations relating to the acceptance of Transactions for processing including the Card Scheme rules and regulations, standards and Best Practice Guides as documented in the Merchant Contract;
- act in our interests in providing and promoting our Merchant Facilities and processes so Cardholders can effect Transactions with You;
- not act negatively on our brands or the goodwill of the Card Schemes or Suncorp;
- only submit Transactions for processing that have not infringed upon the intellectual property rights of another;
- not submit for processing any Transactions that are illegal;
- be bound by the terms of the User Guide;
- operate Your facility in accordance with the User Guide and any instructions provided on the Suncorp MPOS Portal or Suncorp MPOS App from time to time;
- be bound by any regulations, by-law or rules We make in the manner specified under Your Merchant Contract;
- comply with any Terms and Conditions We make about using a Terminal;
- authorise Us to obtain a copy of Your credit reference report at any time during this Merchant Contract, where permitted by law;
- make sure all information You give Us is true and correct;
- make sure all Transactions are completed in accordance with these Terms and Conditions and the User Guide;
- upon receiving the Terminal contact Us on the number provided with the Terminal to setup the Refund Password and change it regularly thereafter, no less than monthly;

- protect Your Refund Password from unauthorised usage as We will not be responsible for any unauthorised refunds processed through Your Terminal;
  - set a password for the Suncorp MPOS Portal and Suncorp MPOS App when provided the link to do so, and keep this password secure as You will be liable for any Transactions processed under this Merchant Contract;
  - always use the latest version of the Suncorp MPOS App;
  - log out of the Suncorp MPOS Portal and Suncorp MPOS App when not in use;
  - download the Suncorp MPOS App to an iPhone, iPad or Android device with a compatible operating system and cellular or wireless internet connection;
  - only use the Terminal for the purposes of processing Transactions through the Suncorp MPOS App;
  - take care when providing access to team members to the Suncorp MPOS Portal, App and Terminal as You are responsible for all Transactions processed under the Merchant Contract;
  - inform Us immediately if You become aware that Your password, Suncorp MPOS or Terminal is compromised;
  - permit Us to use the email address provided to Us at the time of application as the sender's email address when emailing receipts;
  - take responsibility to ensure that the mobile phone number or email address to which You SMS or email customer copies of customer receipts is correct;
  - not make any claim against Suncorp if You are not able to initiate a transaction as a result of the failure of Your telecommunications or internet service provider.
  - maintain secure computing equipment which includes secure mobile devices. This may include but is not limited to:
    - installing reputable firewalls, anti-spam or anti-virus software;
    - engaging a reputable telecommunications or internet service provider;
    - regularly installing vendor supplied security patches; and
    - limiting the installation of software from unknown sources;
  - advise Us immediately if Your Merchant Facility is lost, stolen, damaged or tampered with;
  - keep confidential any Cardholder information You receive;
  - not connect Us in any binding way with the sale of goods and services.
  - if applicable, disclose to a Cardholder if there is a cancellation policy and/or terms & conditions relating to the Transaction;
  - not request or allow a Cardholder to disclose their PIN number or retain the Cardholders Card without a request from Us to do so;
  - not enter into a Merchant Contract similar to this with any other Financial Institution during the term of this Merchant Contract without our consent or unless You provide Us with notification that You wish to terminate Your Merchant Contract;
  - not to hold a Cardholder's PIN or Card security code as part of a book up arrangement;
  - not process Transactions on behalf of any other businesses through Your Terminal;
  - if You make changes to Your business please advise Us by calling 13 11 55. Changes may include:
    - change of ownership/ directors;
    - change of postal or site address;
    - change of telephone number; and
    - change of email address.
- Some changes You make, require prior approval from Us and updating of information stored in Your Terminal. Changes requiring prior approval are:
- change to the nature of Your business;
  - change refund limits and counts.

### 3.2 Conditions We Agree to

We agree We will process all valid Transactions You accept under this Merchant Contract.

## 4 Terminals and Other Equipment

### 4.1 Equipment Supply

We will supply You with a Terminal. The fees, costs and charges payable for equipment are set out in Your Letter of Offer.

### 4.2 Using a Terminal

You must only use our Terminals according to the instructions in these Terms and Conditions, the User Guide and any Documentation We provide You from time to time.

### 4.3 Installing a Terminal

Secure Environment - The Merchant Facility must be located in a secure and safe environment at all times and regularly checked for any skimming devices. For example, position the Terminal in a location where:

- the Terminal is away from water, liquid spillage and extreme heat;
- it is accessible to customers to enter their PIN;
- PIN entry into the Terminal by the customer / Cardholder cannot be seen, identified or recorded by other people;
- PIN entry into the Terminal cannot be photographed by security cameras or reflected by mirrors or other devices;
- the Terminal is not easily tipped or likely to fall from its position;
- the Terminal is not left unattended.

### 4.4 Care

4.4.1 You must act in accordance with our directions for the care and protection of the Terminals.

4.4.2 If the Terminal need replacing because You misused or neglected it, You must pay the cost of replacing it.

4.4.3 Subject to clause 4.4.2 above, We maintain our Terminals at our expense. Only our employees, contractors or agents can service or replace our Terminals.

### 4.5 Breakdowns

4.5.1 You must tell Us immediately if a Terminal is faulty so We can replace the Terminal as soon as possible.

4.5.2 When You report a faulty Terminal, We will send a replacement Terminal to You. You must return the faulty Terminal to Us immediately in the bag provided with Your replacement Terminal. If We do not receive the faulty Terminal within 30 days of sending You a replacement Terminal We will deem the Terminal as lost and debit Your Account for the cost of the Terminal.

### 4.6 Ownership

Terminals remain the property of Suncorp. You are responsible for any loss or damage to a Terminal that is caused by fire, theft, explosion, flood, civil commotion or other act in or around Your premises. If a Terminal is lost or damaged We will charge You for the reasonable cost of replacement and You must pay for the replacement unless Suncorp was responsible for the loss or damage.

### 4.7 Training

We provide You access to a User Guide with instructions on how to setup and operate the Terminal. You are responsible for training people You authorise to operate the Terminal.

### 4.8 Insurance

You must have insurance, which covers our Terminal/s for its maximum insurable value. The insurance is to cover the loss or damage to a Terminal caused by the events referred to in Clause 4.6.

### 4.9 Software updates and replacements

We may upgrade Your terminal or related software when required to do so.

You are responsible, upon request from Suncorp, at your expense, to upgrade any software and hardware relating to Your mobile device that may require an update or replacement due to changes in Applicable Laws and Scheme Rules. In accordance with Your obligations under Clause 3.1, You must, at Your expense, ensure that You have downloaded and are using the latest version of the MPOS Application that Suncorp has made available.

## 5 Cards

### 5.1 Cards Accepted

You can process Transactions for:

- all Cards displaying the MasterCard or VISA Card Scheme logo, or their international affiliates for Transactions, involving a Credit Card; and
- all Cards issued by member financial institutions (Banks, Building Societies and Credit Unions) displaying the EFTPOS symbol for Transactions involving a Debit Card.

Unless We authorise You to and You have a separate agreement with other schemes (e.g. American Express, Diners Club, JCB) You cannot process Transactions for those schemes. If We authorise You to process Transactions for other schemes We can charge You a fee.

### 5.2 Not Accepting Cards

5.2.1 You must not process Transactions for Cards when:

- We ask You not to; or
- after this Merchant Contract has ended.

5.2.2 If You no longer process Transactions You need to stop displaying Card decals and publicity material pursuant to this Merchant Contract.

### 5.3 Card Decal Display

You need to display all Card Decals at the point of sale interaction to indicate to Your customer that You accept these Cards. The Card Decals must be clearly visible to the public and the preferred location is at Your store entrance, a nearby window or the door to Your business location.

If You don't have face to face interaction with Your customers, then these Decals must be displayed wherever You display Your payment options.

## 6 MPOS Portal and App

The MPOS Application and MPOS Portal are provided to Suncorp by Third Party company/ies with who We have service level agreements in place. In the event of any outages Suncorp will work with the Third Party company to restore services in the quickest time possible. We do not guarantee that access to the MPOS Application or MPOS Portal will be uninterrupted and We may from time to time update or replace MPOS Application or MPOS Portal at our discretion.

## 7 Cardholder Creditworthiness

Just because a Cardholder has been issued with a Card or has had a Transaction processed or Authorisation given in respect of a Transaction, it does not guarantee or confirm:

- the validity of the Transaction;
- the identity of the Cardholder;
- the creditworthiness of the Cardholder; or
- that You have followed the Terms and Conditions of this Merchant Contract.

You cannot make a claim against Us that We have guaranteed or confirmed any of these matters.

## 8 Processing Transactions

### 8.1 General Obligations

You must:

- only use authorised Terminals issued by Suncorp for processing Transactions under this Merchant Contract;
- tap or insert any EMV Cards into the chip reader on the Terminal when they are presented for payment;
- prominently display or make accessible to the customer upon request, a fair policy, which deals with:
  - refunds and disputes;

and

- issuing and processing Transactions for the return of goods or for Transactions processed by You but not authorised by the Cardholder;
- if applicable, Your cancellation policy;
- if applicable, any terms & conditions relating to the Transaction that You may apply;

- process all Transactions immediately through the Terminal / Transaction processing software;
- where known to You process all reversal or adjustment Transactions within thirty (30) calendar days of the original Transaction if the original Transaction was in error;
- not split a sale between 2 or more Credit Cards. (If You do this You will be liable for the full amount of the sale);
- not split a sale to avoid entering a pin number when processing a Contactless Transaction;
- only submit the Transaction for processing once the Transaction is completed and the goods or services have been shipped or provided;
- allow the Cardholder to pay a portion of the Transaction on their Card and the remaining balance in cash / cheque;
- process all Transactions in Australian dollars unless We authorise You in writing to do otherwise;
- use reasonable care to detect forgeries or unauthorised use of a Card.

You are liable for any Transaction if We, acting reasonably are not satisfied that it has been processed according to Your Merchant Contract.

You must:

- ensure that the Card is signed when completing a Transaction. If the signature panel is blank You must:
  - obtain an Authorisation;
  - ask the Cardholder to provide identification (but You do not need to record this information);
  - require the Cardholder to sign the Card;
  - not accept the Transaction if the Cardholder refuses to sign the Card.
- ensure that if You are suspicious of the Card at all to contact Us for instructions;
- not process a Transaction that has previously received a declined Authorisation message;
- not process a Transaction or refund against a Card as a method to transfer funds;

You may incur additional data usage charges when processing transactions which You are responsible for. We recommend that You confirm the details of Your plan and any potential charges with Your provider.

You are responsible for ensuring the transaction is approved prior to providing Your goods and services to Your customer. Suncorp will not provide compensation to You where goods and services have been provided and the transaction was not approved.

You must:

- not process a Transaction or refund if it represents the payment of wages or salaries;
- not process a Transaction or refund using Your own Card as a method to transfer funds between Your accounts;
- not complete a secondary Card read once an authorization has been obtained by inserting or tapping the Card;
- not process transactions on behalf of other Merchants, businesses or people.

## 8.2 Processing Refund Transactions

8.2.1 When processing Refund Transactions, You must not refund the Transaction or any part of the Transaction in cash or by cheque unless the original card is no longer available.

8.2.2 You must:

- complete a Refund Transaction to the same Card that was used to make the original purchase, unless the original card is no longer available, even where the Refund Transaction is for a lesser amount than the original purchase amount.
- ensure that the value of the Refund Transaction is not greater than that of the original Transaction.
- protect Your Refund Password and advise Us if for any reason You think Your password has become known to persons other than those You have authorised to complete Refund Transactions. You should not visibly display Your Refund Password.

8.2.3 You are liable for any unauthorised Refund Transactions processed and any unauthorised use of the Refund Password.

8.2.4 You must:

- upon receiving the Terminal contact Us on the number provided with the Terminal to setup the Refund Password and change it regularly thereafter, no less than monthly;

- protect Your Refund Password from unauthorised usage as We will not be responsible for any unauthorised refunds processed through Your Terminal.
- immediately change the Refund Password following any staff changes.

### 8.3 Authorisation

An Authorisation is not a representation or warranty by Us that the Transaction has been made or authorised by the legitimate Cardholder. An Authorisation only confirms that there are sufficient funds available at the time the Authorisation is given, to cover the purchase and that the Card has not been reported lost or stolen. It does not guarantee or confirm the Transaction in relation to the matters set out in clause 8 of these Terms and Conditions nor does an Authorisation protect You from a subsequent Chargeback.

### 8.4 Cardholder Information Data Security Standards

If You or any third party contracted by Yourself store Card related payment information in any format You and the third party need to comply with the Global Payment Card Industry Data Security Standard (PCI DSS). The PCI DSS standard is designed to protect the confidentiality, availability and integrity of customer data. Suncorp may ask You to show compliance to these standards at Your cost via a self-assessment (SAQ) questionnaire, a network scan and/or an on-site security assessment using Card Scheme qualified personnel. The PCI Standard consists of 12 key requirements for protecting the Cardholders; account and Transaction information.

The 12 key requirements of the PCI DSS Standards are:

- install and maintain a firewall configuration to protect data;
- do not use vendor-supplied defaults for system passwords and other security parameters;
- protect stored data;
- encrypt transmission of Cardholder data and sensitive information across public networks;
- use and regularly update anti-virus software;
- develop and maintain secure systems and applications;
- restrict access to data by business need-to-know;

- assign a unique ID to each person with computer access;
- restrict physical access to Cardholder data;
- track and monitor all access to network resources and Cardholder data;
- regularly test security systems and processes; and
- maintain a policy that addresses information security.
- de-identifying and deleting account information before disposing of materials containing account information.
- not retaining or storing CVC2/CVV2 or magnetic stripe data subsequent to the authorisation of a Transaction.

If an account data compromise occurs at Your business We may pass any penalties levied by the Card Schemes and the charges relating to the investigation onto You.

For further information on PCI DSS please refer to [suncorp.com.au/banking](http://suncorp.com.au/banking)

### 8.5 Processing Contactless Transactions

You will be provided with a Contactless Terminal which enables You to process Contactless Transactions.

The Contactless Terminal will prompt You to insert or swipe the Card if the Transaction cannot be processed via the contactless reader.

You are required to follow the prompts on the Terminal to process a Transaction and obtain the necessary Authorisation.

You cannot process refunds as a contactless Transaction.

You are only required to provide the Cardholder with a copy of the Transaction receipt if requested by the Cardholder.

## 9 Invalid Transactions

### 9.1 List of Invalid Transactions

A Transaction is an Invalid Transaction if:

- the Transaction is illegal;
- the Transaction is split into two or more Transactions on the same Card;

- the Transaction is not authorised by the Cardholder or authorised Card user;
- the Card is used before or after the validity dates shown on the Card;
- the last four digit pre-printed number on the Card back doesn't match the last four embossed Card numbers;
- You give the Cardholder cash in a Credit Card Transaction;
- You request or use a Card Number for any purpose other than as payment for the goods and/or services;
- You charged more than Your normal price for goods and services;
- the Transaction is to collect or refinance an existing debt using a Credit Card (including dishonoured cheques);
- You did not supply or do not intend to supply the goods, services or cash listed;
- a Refund Transaction does not relate to an original sale;
- You processed a Transaction knowing or in circumstances where You should have known that the Card is being used without the authority of the Cardholder;
- You were notified by Us not to accept the Card being used in the Transaction(s);
- a Transaction is processed on behalf of another Merchant or person;
- Australian dollars are not used;
- the goods or services are not supplied from within Australia (unless We have consented to supply from an international location);
- You did not act in accordance with the Terms and Conditions of the Merchant Contract in relation to the Transaction;
- You processed a Transaction knowing (or in circumstances where You should have known) that the Transaction is fraudulent;
- the Card is not signed.

## 9.2 Other Transactions which could be Invalid

We can decide acting reasonably whether or not a Transaction is invalid if:

- the Cardholder disputes liability for the Transaction for any reason;
- there is a set-off claim or counterclaim; or
- at a later stage We identify that a Transaction is invalid.

## 10 Settlement and Payment of Transactions

10.1.1 You must hold a business account with Us in the same name as Your Merchant Facility:

- into which We can pay the full amount of all valid, acceptable sales Transactions You have made;
- from which We can deduct all Agreed Costs, and charge back invalid Transactions; and
- from which We pay the full amount of valid, acceptable refunds You have made.

10.1.2 We may refuse to accept or We may charge back any Invalid Transactions We have processed to Your Account or any other account You have with Us.

10.1.3 We reserve the right where We, acting reasonably, suspect that a Transaction is an Invalid Transaction, to:

- withhold payment; and
- place a hold on Your Account or any other account You hold with Us for an amount equal to the amount We believe could become owing to Suncorp in respect of the Transaction.

10.1.4 We will investigate a Transaction, and if, acting reasonably, We determine that it is an Invalid Transaction, We will either:

- pay the Invalid Transaction;
- refuse to process the Invalid Transaction and return the Transaction to You; or
- where the Invalid Transaction has been processed, charge back the Transaction.

10.1.5 You agree and authorise Us to monitor Transactions You process and the use of the Terminal and investigate Transactions We find suspicious.

You agree to check the accuracy of Your merchant statements.

## 11 Your Records

You agree to keep the receipts for 13 months after the Transaction date in a secure location.

You must give evidence satisfactory to Us of a Transaction within 7 days if We ask for it. If You cannot do this and We cannot collect the amount of the Transaction from the Cardholder, We can debit Your Account for the Transaction amount unless We cannot collect the amount as a result of fraud, negligence or wilful misconduct of Us or our Authorised Officers.

You must keep records of accounts, receipts, invoices and other documents relating to Your obligations under this Merchant Contract.

You must let Us examine Your records relating to any Transaction. You must give Us copies of these records, if We ask for them. You agree to allow Us or our agent to have access to Your place of business, during business hours, to examine Your records and take copies. We will give You 7 days' notice if We wish to attend Your place of business.

You cannot sell, buy, exchange or provide any information about a Cardholder or Transaction except:

- to Us;
- to Your professional advisors (e.g. Your accountant, solicitor etc.
- to the Card Issuer; or
- when requested by law.

When the period for which You are required to keep records has expired, You must ensure that You destroy Transaction records including receipts. The documents must be destroyed in a secure manner so that any customer information including any account number is obliterated.

## 12 Costs, Fees and Payments

You agree to pay the Agreed Costs when they are due or when they are debited to Your Account.

You agree to pay and You agree that We can withdraw or debit without notice from Your Account or any other account You have with Us all the:

- Agreed Costs;
- outstanding amounts related to Refund Transactions;
- credits We make in error;
- invalid credits We pay;
- stamp duty, debits taxes, other duty, taxes and other Government charges that apply;
- Chargeback amounts;
- amounts of any Invalid Transactions;
- GST in respect of any supply made under this Merchant Contract; and

You agree to pay and You agree that We can withdraw or debit with notice from Your Account or any other account You have with Us all the amounts an audit has shown are due.

There is no fee to download the Suncorp MPOS App. You may incur charges from Your mobile or internet service provider for downloading, updating and making use of the Suncorp MPOS App. These charges are Your responsibility.

## 13 Termination

### 13.1 Ending the Merchant Contract

13.1.1 You can end this Merchant Contract by giving Us 30 calendar days' notice of Your intention to end the Merchant Contract. Notice can be provided in writing or by contacting Us on 13 11 55.

If We have committed a material breach of this Merchant Contract, that was not remediated by Us within 5 business days of You notifying Us of the breach You may terminate immediately by providing Us with written notice in accordance with clause 13.1.1

13.1.2 We can end the Merchant Contract immediately if:

- You breach any Term or Condition of this Merchant Contract;
- We are instructed to do so by any of the Card Schemes;
- an application or petition for winding up Your business is presented;
- if in our or any of our Authorised Officer's reasonable opinion, You become unable to pay Your debts as and when they fall due;
- any judgement made against You in court is not immediately satisfied;
- You are bankrupt or there are bankruptcy proceedings issued against You;
- there are material changes to Your business or business practices including, but not limited to, a change of ownership, a change of business name (including trading name) or change of any other material aspect of the business;
- there is a change or ending of a partnership (where applicable);
- You make unauthorised changes to Your Account;
- We reasonably suspect You have been involved in fraudulent activity, money laundering or financing of terrorism;
- We reasonably believe that You have breached the requirements of any legislation directly or indirectly related to Your Merchant Facility, a Transaction or Your business;
- You make a substantially incorrect, misleading or untrue statement in connection with this Merchant Contract or a Transaction;
- if You have not processed transactions for a period of six months or longer and We cannot contact You We are permitted to terminate Your Merchant Contract;
- You receive an excessive number of Chargeback's against Yourself;
- You do not complete the required PCI DSS assessments within the timeframes requested or take the necessary steps in the timeframes provided to become PCI DSS compliant;

- You are not PCI DSS compliant;
- You process transactions that We have not agreed to;
- if You or anyone associated with the Merchant Facility is operating as a money remitter; or
- We become unable to access or provide access, either on a temporary or extended basis, to the MPOS Application or MPOS Portal or otherwise become unable to provide access in a manner that is reasonably secure.

13.1.3 We can end the Merchant Contract at our discretion if We give You a minimum of 30 calendar days' notice in writing.

13.1.4 Rights and obligations We have, You have and other involved parties have continue on after this Merchant Contract ends.

13.1.5 When the Merchant Contract ends, You must return the Terminal and any other material We gave You. You will need to pay the Terminal Rental Fee for the month during which this Merchant Contract ends. If the Terminal is not returned to us within 30 days of this Merchant Contracting ending, we are permitted to debit your settlement account for the cost of the Terminal.

13.1.6 If Your settlement account was opened at the same time as Your Merchant Facility application and the Merchant Facility is declined, We will close the corresponding settlement account.

13.1.7 You agree to uninstall the Suncorp MPOS App and Suncorp MPOS Portal upon termination of Your Merchant Contract. Upon termination, You will no longer have access to the Suncorp MPOS Portal or Suncorp MPOS App or the information contained in these systems.

13.2 Disclosure of Termination

13.2.1 If the Merchant Contract ends You agree We can tell any person that the Merchant Contract has ended.

13.2.2 If You are an individual, You also agree that under Section 18N (1) (b) of the Privacy Act We can give a credit provider information that this Merchant Contract has ended and why it ended.

13.2.3 You authorise the Bank to disclose to any Card Scheme advice of termination of the Merchant Contract and the reasons for termination of the Merchant Contract. You acknowledge that the information concerning termination of the Merchant Contract then becomes available to any member of the Card Scheme(s). This information, available to any member of the Card Scheme(s), may be used in assessing subsequent applications for Merchant Facilities, and may result in the application being declined.

## 14 General Rights

### 14.1 Commissions

We may pay an upfront or on going commission to any person that introduces You to Us. The amount of this commission will not be ascertainable at the commencement of Your Merchant Facility. You will not have any costs associated with the payment of this commission by Suncorp.

### 14.2 Advertising

We will supply You with Card Decals and other advertising material relating to the Transactions You can accept under this Merchant Contract.

You must:

- display the Card Decal supplied to You by Us;
- only use advertising material supplied by Us in relation to the Merchant Facility and in a way We agree to; and
- stop using this material if We ask You or if this Merchant Contract ends.

You must not:

- indicate or imply that either Visa or MasterCard endorses any of Your goods or services;
- refer to Visa or MasterCard in stating eligibility for Your products, services or membership; or
- use the supplied and agreed Card Decals for any purpose other than those permitted within these Terms and Conditions.

### 14.3 Default and Enforcement Expenses

You agree to pay on demand all reasonable legal fees (on a solicitor and own client basis) and other costs and liabilities reasonably incurred by Us in connection with any default by You under this Merchant Contract or any enforcement, investigation or audit of this Merchant Contract conducted by Us or any other person We authorise, where such measures were reasonably necessary to protect our Legitimate Interests.

### 14.4 Indemnity and Liability

14.4.1 Subject to law and to Clause 14.4.7, You indemnify Us for all losses and liabilities We face because:

- You did not keep to the terms of this Merchant Contract;
- You, Your employees, contractors, agents or invitees acted dishonestly or illegally when using the Terminal;
- there is a dispute between You and a Cardholder over goods, services or the payment of cash; or
- We processed a Transaction initiated by You, except to the extent that liability arises from the fraud, negligence or willful misconduct of Us or our Authorised Officers.

14.4.2 The indemnity in Clause 14.4.1 continues after this Merchant Contract ends.

14.4.3 Amounts payable under the indemnity in Clause 14.4.1 are payable promptly on demand and in any event within 5 calendar days of receiving notice in writing from Us.

14.4.4 To the extent permitted by law, We are not liable for any Invalid Transactions or losses or inconvenience You or a Cardholder or any other person incurs because of Invalid Transactions except to the extent that liability arises from the fraud, negligence or willful misconduct of Us or our Authorised Officers.

14.4.5 To the extent permitted by law, We are not liable for any expenses, claims, damages, charges or other losses suffered or incurred by You if a third party's communications line or connection (whether telephone, broadband or other) is faulty or fails to operate for any reason whatsoever.

14.4.6 We will not be liable for any expenses, claims, damages, charges or other losses suffered or incurred by You:

- (a) if a Terminal is unavailable or faulty (for reasons other than those contained in section 14.4.5 in which case all liability is excluded);
- (b) as a result of Us being unable to credit Your Account due to administrative or technical difficulties; or
- (c) due to any other cause;

unless and to the extent that Your losses were caused by the gross negligence, fraud or willful misconduct of Suncorp, or by a liability that cannot be limited or excluded by law. Any liability We have under this section will also be limited by the operation of 14.4.7 below.

14.4.7 Neither We nor You shall be liable to the other for any loss of:

- (a) profits;
- (b) revenue;
- (c) goodwill or reputation; or
- (d) any other indirect or consequential loss.

14.4.8 You are liable for Invalid Transaction(s) or any losses arising from unauthorised use of Your Refund Password.

#### 14.5 Security

At any time that it becomes reasonably necessary to protect our Legitimate Interests, we may request that You provide Us with Security of a type, and to secure an amount specified by Us. You may refuse to provide Security to Us but if You do not agree to provide Us with the requested Security, We may elect to terminate the Merchant Contract immediately. If We choose to exercise our right to terminate the Merchant Contract under this Clause, we will retain and do not waive the right to recover from You any monies, debts costs or expenses that are owed under this Merchant Contract notwithstanding the termination of the Merchant Contract.

#### 14.6 Variation and Waiver

14.6.1 We can change the Terms and Conditions of Your Merchant Contract or make any addition to Your Merchant Contract. Except where a right for Us to make such a change is provided for elsewhere in this Merchant Contract, We will only make such changes where it is reasonably necessary to comply with the law or any applicable code or is reasonably necessary to protect our Legitimate Interests. You will be notified of any change to Your Merchant Contract in writing at least 30 days before the change takes effect, unless a shorter notice or other means is specified elsewhere in this Merchant Contract or is permitted by law or the Code of Conduct.

14.6.2 Where it is permitted by law or the Code of Conduct, We will provide You with notice of any changes to the Terms and Conditions of Your Merchant Contract by advertising such changes in a national newspaper no later than the day on which the change takes effect or by some other means authorised by law or the Code of Conduct. For all other changes, We shall give You 30 days' notice in writing.

14.6.3 A failure or delay by Us to enforce any term or condition in this Merchant Contract does not affect any of our rights under this Merchant Contract.

#### 14.7 Your Rights and our Rights

14.7.1 You cannot transfer Your rights in this Merchant Contract to anyone else. We can act as a principal or agent in this Merchant Contract. We can transfer our interests in this Merchant Contract or in a Terminal or give someone else an interest or form of security in them where it is in our Legitimate Interests to do so. We do not need Your consent to do this.

14.7.2 The rights in this Merchant Contract are in addition to any other legal rights the parties have and all these rights can be used by You and by Us.

## 14.8 Notices

### 14.8.1 A notice from You must be:

- delivered in person to the address We last gave You; or
- left at the address We last gave You; or
- posted prepaid to the address We last gave You; or
- faxed to the fax number We last gave You; or
- sent by other electronic means agreed between Us.

### 14.8.2 A notice from Us may be:

- delivered in person to the last address given; or
- left at the last address given; or
- posted prepaid to the last address given; or
- faxed to the last fax number given; or
- sent by other electronic means agreed between Us.

14.8.3 Unless We tell You or You tell Us in writing, notices are to be delivered to the last address given. When notices are posted, they are taken to be received on the fifth day after posting. When notices are faxed, they are taken to be received after the transmission report from the sending fax shows the whole fax was sent. When notices are sent by electronic means, they are taken to be received when the transmission has been successful.

## 14.9 Electronic Communication

You must provide Us with Your e-mail address and mobile phone number and You agree, We can provide You with notices and communications regarding Your Merchant Facility using Your E-mail Address and mobile phone number (electronic communications) at our discretion.

You agree to receive electronic communication from Us after considering the risks in doing so, namely that Your information could be received by a person who is not a Merchant or You will not receive notices if You do not notify Us if You have changed Your E-mail address.

Where We send Your notices to the address You provide to Us We accept no liability for unauthorised disclosure of Your information or Your non-receipt of our Notices or communications.

If You do not wish to receive electronic communications You can opt out at any time by calling 13 11 55 to advise Us.

## 14.10 Tax Invoice

We will give You a Tax Invoice on a monthly basis, where required under GST Law.

## 14.11 Governing Law, Rules and Regulations

This Merchant Contract is governed by the laws of Queensland.

We can at any time, by giving You reasonable notice, impose or create rules and regulations that are reasonably necessary to protect our Legitimate Interests.

## 14.12 GST

14.12.1 All fees, costs, charges, considerations, prices and other amounts payable under this Merchant Contract are quoted excluding GST.

14.12.2 Where any party (the supplier) makes a taxable supply under this Merchant Contract to the other party (the receiving party), the receiving party shall pay to the supplier the GST payable on the taxable supply.

14.12.3 The supplier will provide a tax invoice where required by law.

## 14.13 Third Parties

You use any third party processing or bureau services at Your own risk. We are not liable for any, omissions, losses, claims, damages, costs including any consequential loss resulting from the acts or omissions of any third party. This does not permit You to process Transactions on behalf of any other businesses through Your Terminal.

## 14.14 Your Information

As well as our duties under Privacy legislation, We are also bound by a duty to keep many details of Your Merchant Contract confidential. In some circumstances, We can release details of Your Merchant Contract when:

- You agree;
- the law requires or permits Us to do so;
- it is reasonably necessary to protect our Legitimate Interests; or

- there is a public duty to do this.

When You apply for a Merchant Facility, the application form You complete contains information on how We use the information You give Us and who We can give it to, as well as information relating to privacy issues. Please read the application form and the Bank's Privacy Policy carefully.

The Privacy Policy is available on our website at [www.suncorp.com.au](http://www.suncorp.com.au)

We can disclose information about termination of a Merchant Contract under clause 13.2 of these Terms and Conditions.

#### 14.15 Severance

14.15.1 If apart from the operation of this clause 14.15 the application of a mandatory law or the Code of Conduct applicable to these Terms and Conditions would apply to a particular provision so that it would make that provision void, unenforceable or in breach of the applicable law or code, then the relevant provision would be:

- (i) Read down; and
- (ii) Construed as if it were varied so that We are not required or permitted to apply or rely on that provision in a manner or to an extent that is inconsistent with that law or code;

14.15.2 Clause 14.15.1 prevails over any other provision in these Terms and Conditions;

14.15.3 If, despite this clause 14.15 any provision is void, unenforceable or remains in breach of a law or code referred to in clause 14.15.1, then that provision will be treated as ineffective and severed to the extent only that the provision is void, unenforceable or in breach but without invalidating the other parts of these Terms and Conditions.

## 15 Acceptance of Transactions By Other Persons at Premises

You must ensure that any other person who operates a Terminal acts in accordance with these Terms and Conditions. Subject to law, You will be liable for any act or omission of any other person who operates a Terminal (whether or not You authorise them to do so) and We may enforce this Merchant Contract against You, as if You had performed the act or failed to perform the act Yourself except to the extent that liability arises from the fraud, negligence or willful misconduct of Us or our Authorised Officers.

## 16 Code of Banking Practice

The relevant provisions of the Code of Banking Practice (including any amendments from time to time which have been published by the ABA and publicly adopted by Us) apply to these Terms and Conditions.

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## How to contact us



*Call*  
13 11 55



*Online*  
[suncorp.com.au/  
banking](https://suncorp.com.au/banking)



*Local*  
store