

# Suncorp Bank EFTPOS

—  
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 Suncorp 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 and Quick Reference 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 Quick Reference Guide;
- any Documentation we provide You from time to time.

## 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 Suncorp Merchant Contract by agreeing to the installation of a Merchant Terminal at Your premises or when You process a Transaction, whichever occurs first.

Before You process any Transactions, we recommend that You read all of the documents that comprise Your Suncorp 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 or ask for an Authorisation.

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

**"Car Charger"** means the item You purchase from Us to enable the Mobile EFTPOS to be charged in Your vehicle.

**"Car Rental Merchant"** is a Merchant that processes Transactions using the Merchant Facility for the purposes of renting cars to customers.

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

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

**"Card Imprinter"** means any Card imprinter we provide to You to enable You to process Transactions when Your Terminal is not working properly.

**“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.

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

**“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 Banking Code of Practice as described in section 18 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.

**“Express Checkout”** means where a Cardholder checks out of a hotel/motel without accessing the checkout counter.

**“Floor Limit”** means the total value of a transaction processed manually using a Fallback Voucher You are authorised to make to a Cardholder on any single occasion without obtaining an Authorisation.

**“Fallback Voucher”** means a Transaction that is processed manually using a Card Imprinter, in accordance with clause 7.2 of these Terms and Conditions.

**“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.

**“Hotel/Motel Merchant”** means a Merchant that processes Transactions using the Merchant Facility for the purposes of hotel/motel accommodation to customers.

**“Hotel/Motel Reservation Service”** means the reservation service that Hotel/Motel Merchants must subscribe to the conditions of which are set out in clause 9.

**“Invalid Transactions”** means a Transaction that is listed as an “Invalid Transaction” in clause 11 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.

**“Mail Order Transaction”** means a Card Transaction You process as a result of an order received without the physical presence of the Card at the time the Transaction is made.

**“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 Quick Reference 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 EFTPOS, Suncorp Mobile EFTPOS, Suncorp Integrated POS and any other equipment as provided by Us or a third party in relation to this Merchant Contract, for processing Transactions.

**“MOTO”** means Mail Order Transactions and Telephone Order Transactions You process without the physical presence of the Card at the time You process the Transaction.

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

**“Peripherals”** means the docking station provided to You with Your mobile EFTPOS Terminal.

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

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

**“Quick Reference Guide”** means the instructional guide which we provide for operating a Merchant Facility.

**“Recurring Transaction”** means a Transaction authorised by a customer to be processed at periodic intervals, for example, weekly, monthly, annually, until it expires or is cancelled.

**“Refund Password”** means the security password provided by Us to You to allow You to process refunds to Your customers entered via Your EFTPOS 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 16.5.1.

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

**“Surcharge and Surcharging”** means charging an amount or percentage fee of a Transaction that You are permitted to charge a Cardholder to recover the cost of processing a Transaction.

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

**“Telephone Order Transaction”** means a Card Transaction You process as a result of a telephone order You receive without the physical presence of the Card at the time the Transaction is made.

**“Terminal”** means any electronic device, 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.

**“Terms and Conditions”** means the Terms and Conditions for a Suncorp 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 or Card information, which is processed using a Terminal, Card Imprinter or any other method approved by Suncorp from time to time.

**“Transaction Receipt”** means a Voucher.

**“Voucher”** including “Sales Voucher and Credit Voucher” means the forms we give You to enable You to record Transactions if You are unable to process Transactions through a Terminal.

**“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, and that these Terms and Conditions also apply upon expiry of the minimum term portion of Your 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;
- allow Suncorp to process all Your Sales and Credit Vouchers under this Merchant Contract;
- not submit for processing any Transactions that are illegal;
- be bound by the terms of the Quick Reference Guide;
- 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, Sales Vouchers and Credit Vouchers are completed in accordance with these Terms and Conditions and the Quick Reference Guide;
- clearly and prominently disclose to a Cardholder if a Surcharge will apply to the Transaction and the amount of the Surcharge (expressed as a dollar figure or a percentage), before the Cardholder enters into the Transaction;
- not charge a fee for giving a Cardholder cash where the Card used is a Debit Card;
- follow all the procedures we give You in these Terms and Conditions as well as the Quick Reference Guide for making a sale or refund;
- immediately change the Refund Password provided to You at the time of installation and 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;
- maintain secure computing equipment. This may include but is not limited to:
  - installing reputable firewalls, anti-spam or anti-virus software;
  - 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 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 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; and
- acceptance of MOTO Transactions.

### 3.2 Conditions We Agree to

We agree we will process all valid Transactions, Sales Vouchers and Credit Vouchers You accept under this Merchant Contract.

## 4 Terminals and Other Equipment

This section of the Terms and Conditions is only applicable if we have supplied You with the EFTPOS Terminal, software or other equipment.

### 4.1 Equipment Supply

We will supply You with a Terminal, any necessary Peripherals, a Card Imprinter, Transaction Vouchers, and if requested, a Car Charger. 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 Quick Reference Guide and any Documentation we provide You from time to time.

### 4.3 Installing a Terminal

4.3.1 You must prepare a suitable site for installing the Merchant Facility. This site must meet our specifications and have a power and relevant communications supply in close proximity to where the Terminal will be installed. You must pay for the cost of site preparation. Any Merchant Facility installation costs are paid by Suncorp.

4.3.2 Where applicable, You must arrange for a communications supplier to install a communications line for the purpose of connecting a Terminal. We are not responsible for keeping the communications line in order.

4.3.3 Secure Environment - The Merchant Facility must be located in a secure and safe environment 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;
- it is close to Your cash register and a telephone and is away from any obstructions such as extension cords for safety purposes;
- the Terminal is not left unattended.

### 4.4 Moving a Terminal

You cannot move one of our Terminals unless You tell Us in writing and we agree, our consent not to be unreasonably withheld. You agree to pay all the costs incurred in moving a Terminal.

### 4.5 Upgrading Equipment

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

## 4.6 Care

4.6.1 Subject to clause 4.6.2 below, we maintain our Terminals and Peripherals at our expense. Only our employees, contractors or agents can service or repair our Terminals and Peripherals.

4.6.2 You must act in accordance with our directions for the care and protection of our Terminals and Peripherals. If the Terminal and/or Peripherals need repair or replacing because You misused or neglected it, You must pay the cost of repairs or replacing it.

## 4.7 Breakdowns

4.7.1 You must tell Us immediately if a Terminal and/or Peripherals are faulty so we can repair the Terminal and/or Peripherals as soon as possible.

4.7.2 If the Merchant Facility or communications line is faulty, You can process Transactions manually using Fallback Vouchers until the fault is repaired. Refer to clause 7.2 of these Terms and Conditions for information on processing Fallback Vouchers.

4.7.3 Replacement Car Chargers can be purchased by calling Us on 13 11 55.

## 4.8 Access

Subject to the provision of reasonable notice by Suncorp, You must let our employees, contractors or agents enter Your premises during normal business hours to inspect, maintain, replace or remove our Terminal and/or Peripherals, Card Decals, stationery (excluding EFTPOS rolls) and any other Suncorp property You have in Your possession or control.

## 4.9 Ownership

Terminals and Peripherals remain the property of Suncorp. You are responsible for any loss or damage to a Terminal and/or Peripherals that is caused by fire, theft, explosion, flood, civil commotion or other act in or around Your premises. If a Terminal and/or Peripherals are lost or damaged we will charge You for the reasonable cost of repair or replacement and You must pay for repairs or replacement except where any losses arise from fraud, negligence or willful misconduct of Us, Our Authorised Officers, Our inspectors, valuers, surveyors or agents.

Any Car Chargers You have purchased are Your property. If required, replacement Car Chargers can be purchased by calling Us on 13 11 55.

## 4.10 Training

We give You a Quick Reference Guide and provide initial training during the installation of the Terminal, at our cost to the person nominated by Yourself. This person must be available at the time of installation. You are responsible for training people You authorise to operate the Terminal and/or Card Imprinter.

## 4.11 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 4.8.

# 5 Cards

## 5.1 Cards Accepted

5.1.1 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.

5.1.2 Cash Out Transactions.

You can only supply cash out as part of a Transaction where the Transaction is made using a Debit Card.

Under no circumstances are You allowed to provide cash out:

- when a Credit Card is used for a Transaction; or
- when Your Merchant Facility is offline and a Fallback Voucher is processed.



## 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 Suncorp 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 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 as a result of Us supplying the Merchant Facility.

## 7 Processing Transactions

### 7.1 General Obligations

You must:

- only use authorised Terminals, Vouchers and Card Imprinters issued by Suncorp for processing Transactions under this Merchant Contract;

- only process MOTO Transactions if we have expressly agreed to this in writing;
- 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;
  - disputes associated with Mail Order/Telephone Order Transactions. Your refund policy should be displayed on Your website where applicable;

and

- issuing and processing Vouchers 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, including any Surcharge 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 / deposit a Transaction receipt once:
    - the Transaction is completed;
    - the goods or services have been shipped or provided;
- or
- the purchased service is 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 by:
  - comparing the signature on the Card with the signature on the receipt to make sure they match.

An example of where a signature on the receipt to the Card doesn't match would be if the signature panel showed Bob Smith, but the sales receipt showed Jan Smith. In these situations the merchant should contact Us for instructions regarding processing of the Transaction.

- compare any photograph on the Card with the Cardholder and ensure they match.
 

You are liable for any Transaction if we, acting reasonably are not satisfied that it has been processed according to Your Merchant Contract.
- 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; and
  - 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. This would include discrepancies in the signature, if the photographic identification is uncertain or the last four digits of the embossed account number do not match the four digit truncated account number on the signature panel (the last point is applicable to VISA Cards only);
- 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;
- 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.

## 7.2 Processing Fallback Vouchers

### **IMPORTANT**

You must not complete Fallback Vouchers if You have a Terminal that is working properly. If You do this You will be liable for the full amount of the Fallback Voucher.

- 7.2.1 If Your Terminal is not working because it is faulty or the EFTPOS system is not available, You can complete a Fallback Voucher.

An Authorisation must be obtained, regardless of the amount, in this circumstance prior to completing the sale.

All attempts must be made to use the Terminal when accepting Transactions.

### 7.2.2 Completing a Fallback Voucher

Where You complete a Fallback Voucher, You must:

- submit a Voucher to Us within 3 Banking days of processing the Transaction;
- record all items for a Transaction on a single Voucher;
- obtain telephone Authorisation if the amount of the Transaction is more than Your Floor Limit (if You do not do this You will be liable for the amount of the Transaction); and
- use the Card Imprinter and the correct Voucher to record the Transaction.

It is Your responsibility to have correctly identified and warranted the Cardholder's identity. You must:

- have the Cardholder sign the Voucher once the Transaction amount has been entered on the Transaction receipt;
- give the Cardholder their copy of the Voucher as soon as You complete the sale; and
- not permit the offering of cash out to Cardholders whilst You are processing transactions using Fallback Vouchers.

Prior to completing the sale, check that the information on all Voucher copies is identical. The Voucher information should include:

- Transaction amount;
- date (and time if practical);
- a description that identifies the goods or services sold;
- Authorisation number;
- the account type;
- details of the Card and Merchant; and
- the Cardholder's signature.

### 7.3 Processing Refund Transactions

7.3.1 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 or an initial attempt to process a Refund Transaction to the original card is unsuccessful.

7.3.2 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 or an initial attempt to process a Refund Transaction to the original card is unsuccessful 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.

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

- immediately change the Refund Password provided to You at the time of installation and regularly thereafter at least monthly.
- immediately change the Refund Password following any staff changes.

- protect Your Refund Password from unauthorised usage as we will not be responsible for any unauthorised refunds processed through Your Terminal, unless the liability arises from the fraud, negligence or willful misconduct of Us or Our Authorised Officers.

### 7.4 Authorisation and Floor Limits

7.4.1 You must obtain an Authorisation for all:

- Transactions when Your Terminal is unable to read the chip or magnetic stripe (if one is present) on the Card;
  - Fallback Vouchers or offline Transactions that are over Your Floor Limit;
  - Transactions where You are suspicious of the Card being used – refer Section 7.1 for more details;
  - Transactions where the Card is not signed – refer Section 7.1 for more details;
  - the Transaction receipt can't be imprinted even though the Card is present;
  - the Transaction is a Recurring Transaction and the previous Authorisation request was declined;
- and
- non-face-to-face Transactions, regardless of the Transaction amount.

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 6 of these Terms and Conditions nor does an Authorisation protect You from a subsequent Chargeback.

7.4.2 We set Your Floor Limit, which may change from time to time.

7.4.3 If an Authorisation is given, You must write the Authorisation code on the Voucher. If You do not record the Authorisation code on the Voucher You will be liable for any chargebacks related to the Transaction.

## 7.5 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;
- maintain a policy that addresses information security;
- de-identifying and deleting account information before disposing of materials containing account information; and
- not retaining or storing 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)

## 7.6 Applying a Surcharge to Transactions

If You apply or want to apply a Surcharge to a Transaction performed on the Terminal You must:

- charge a price for goods and services that is comparable regardless of whether the payment is made using cash or a Card;
- ensure the Surcharge is added to the Transaction amount and not collected separately;
- clearly disclose any Surcharge amount prior to processing the Transaction, this notice must be in a minimum of an Arial 16 point font;
- disclose to the Cardholder before the completion of a Transaction, the amount of any Surcharge that You will charge to cover the costs of processing the transaction;
- provide the Cardholder with the opportunity to cancel the Transaction once informed of the Surcharge without the Cardholder incurring any costs;
- ensure that any amount that You Surcharge is not in excess of what is described as the reasonable cost of acceptance;
- allow an audit or assessment to be performed where required by any regulator or government body to determine that the Surcharge amount being applied is acceptable;
- cover the costs of any audit or assessment that may be required;
- reduce the amount You are Surcharging if requested to do so; and
- ensure when processing a Refund Transaction against a Transaction that had a Surcharge applied that the Transaction amount and full Surcharge amount is refunded to the Cardholder.

The reasonable cost of acceptance includes:

- the merchant service fee or the Suncorp Service Fee and Interchange Rate Fee;
- monthly Terminal rental;
- any other monthly or annual fees included on the monthly merchant statement;
- costs payable to payment service providers;

- merchant's own costs related to Card acceptance such as purchasing and maintaining a Card acceptance infrastructure, line and communications charges related to the use of the Terminal.

You will be responsible to pay any fines or penalties associated with the non compliance of these surcharging rules.

### 7.7 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 are only required to provide the Cardholder with a copy of the transaction receipt if requested by the Cardholder.

## 8 Mail Order/Telephone Order (MOTO) Transactions

To the extent that there is any inconsistency between this clause and any other clause within these Terms and Conditions, this clause will apply.

When processing MOTO Transactions using Your Merchant Facility You acknowledge that You will be liable for all Cardholder disputed Transactions unless the liability arises from the fraud, negligence or willful misconduct of Us or Our Authorised Officers.

### 8.1 General

The Floor Limit for all MOTO Transactions is Nil and as such each MOTO Transaction processed through the Terminal will automatically obtain an Authorisation.

If Your Terminal is not working and a Fallback Voucher is used, an Authorisation is to be requested and obtained for all Transactions irrespective of the Transaction amount before the goods or services are provided.

All Transactions are to include the Card expiration date and where possible obtain the Card's 3 or 4 digit security code eg CVV/CVC.

It is accepted that Transactions based on mail or phone orders may be completed without the Cardholder's signature. You must in these instances print on the signature line either:

- TO - Telephone Order;
- MO - Mail Order;
- Signature on File - Express Checkout;
- Guaranteed Reservation / No Show; or
- Partial/full prepayment transaction.

8.1.1 For all MOTO Transactions You must provide the Cardholder with a Receipt containing the information set out below, as soon as possible after processing the Transaction:

- Transaction amount;
- date (and time if practical);
- a description that identifies the goods or services provided;
- the account type; and
- details of Card and Merchant.

8.1.2 For all Telephone orders, in addition to providing the information required in clause 8.1.1, You must also provide a receipt number for the Transaction and keep a record of it.

8.1.3 For all Mail Order Transactions, You must not provide the Cardholder with a receipt unless the:

- Transaction is completed;
- goods or services are shipped or provided; or
- purchased service is performed.

The only exception to clause 8.1.3 is detailed within Section 9 Hotel/Motel Reservation Transaction Requirements.

## 8.1.4 Processing MOTO Transactions:

- Step 1** You need to obtain Suncorp's authority to process these types of Transactions. Approval, if granted, will only allow You to accept Credit Card Transactions in this manner.
- Step 2** Once approval is granted You can commence promoting Your products with this payment type as a customer payment option.
- Step 3** The Cardholder is to complete Your mail order form or where a telephone order provide You with the details to complete the order form, and provide their relevant details. Ensure that the Cardholder has signed this form where a mail order.
- Step 4** Once this form is received, You may process the Transaction (refer to Your Quick Reference Guide).

If the Transaction is approved You should dispatch the goods on the same day as the Transaction date.

You can only display approved Visa & Mastercard logos in Your advertising material.

Customer order forms are to contain the following information:

- Cards accepted – Visa & Mastercard;
- full Card number and the cards 3 or 4 digit security code found on the signature panel e.g. CVV / CVC;
- full name of the Cardholder as it appears on the Card;
- Cardholder's address;
- details of the goods / services You are selling to the cardholder including GST;
- cost of goods / services to the Cardholder as well as showing any additional charges; and
- signed statement from the Cardholder authorising You, the Merchant, to charge the goods or service to the Cardholder's account.

You also need to display Your business name and address and details of the delivery instructions. It is recommended to send goods to home / business addresses and not post office boxes. This is to assist in minimising fraud.

## 9 Hotel/Motel Merchants – Transaction Processing Requirements

**If You are a Hotel/Motel Merchant, the following additional Terms and Conditions apply:**

### 9.1 Hotel/Motel Reservation Service

If You accept Hotel/Motel reservation Transaction instructions, the following additional Terms and Conditions apply and You need to participate in the Hotel/Motel Reservation Service. This service stipulates that when processing Transactions a Merchant must:

- obtain the Cardholder's name, Card number, name embossed on the Card and Card expiration date for its billing information;
- quote the reserved accommodation rate and the exact name and physical address of the accommodation location;
- inform the Cardholder that one night's lodging will be billed if the Cardholder has not either:
  - registered by check-out time the day following the scheduled arrival date; or
  - properly cancelled the reservation;
- provide a reservation/confirmation code and advise the Cardholder to retain this in case of a dispute;
- if requested by the Cardholder, provide written confirmation of the following information:
  - Cardholder name, Card number and Card expiration date;
  - Confirmation code;
  - Exact physical address of the establishment;
  - The Hotel/Motel Reservation Service provisions relating to the Cardholder's obligation; and
  - Any other reservation details.

#### 9.1.1 Cancellations.

You must:

- accept all cancellations prior to the specified time;
- not require cancellation notification more than 72 hours prior to the scheduled arrival date. If the Cardholder makes the reservation within 72 hours of the scheduled arrival date, the cancellation deadline must be no earlier than

6.00pm Merchant outlet time on the arrival date or date guaranteed. If You require the Cardholder to cancel before 6.00pm for the outlet time on the date guaranteed then You must mail the cancellation policy, including the date and time that the cancellation privileges expire to the Cardholder;

- provide a cancellation code and advise the Cardholder to retain it in case of a dispute;

and

- if requested by the Cardholder, mail a confirmation of cancellation which is to include the Cardholder's name, Card number, Card expiration date, the cancellation code and any other cancellation details.

You must hold the room(s) available according to the reservation until check out time the following day if the Cardholder has not claimed or cancelled the hotel/motel reservation. When this situation has occurred the Merchant must complete a Transaction that contains the following:

- amount of one nights lodging plus applicable tax;
- date of no show;
- assigned room number;
- Cardholder name, Card number and Card expiration date; and
- words 'No-Show' on the signature line of the Transaction Receipt.

If You have not held the room for the Cardholder and they arrive within the specified period, You are obligated to provide a room. If You are unable to provide a room, You are obligated to provide at no additional charge a comparable room and pay associated costs, or as otherwise agreed by the Cardholder until the reserved room becomes available.

If You have accepted a Cardholder's booking through a third party booking agency and the Cardholder cancelled their reservation according to the third party booking agency's cancellation policy and they have a cancellation number, then You cannot process a 'No Show' Transaction to the Cardholder's Card. These instances are to be resolved between You and Your appointed third party booking agent – not the Cardholder.

## 9.2 Processing Hotel/Motel Merchant Transactions

### 9.2.1 Pre-Authorisation Procedures

When the Transaction is initiated You must request a Pre-Authorisation for an estimated Transaction amount. You may estimate the Transaction amount for Pre-Authorisation based on the following:

- Cardholder's intended length of stay at check in time;
- room rate;
- applicable tax; and
- service charge rates.

### 9.2.2 Completing the Transaction.

When the customer checks out and the final Transaction amount is determined, the following applies:

\* If the final Transaction amount:

- doesn't exceed Your estimated Pre-Authorisation amount by 15% then You are not required to obtain a secondary Pre-Authorisation – the initial Pre-Authorisation will be sufficient to cover the full Transaction amount; or
- exceeds Your estimated Pre-Authorisation amount by 15% then You must obtain a secondary Pre-Authorisation on the additional amount.

### 9.2.3 Subsequent Authorisation Requests

If the Card Issuer declines a subsequent Authorisation request, request an alternative payment method.

If a "pick up Card" response is received in response to a subsequent Authorisation request, You must pick up the and request an alternate payment method.

### 9.2.4 Charges for Loss, Theft, or Damage.

A charge for loss, theft, or damage must be processed as a separate Transaction from the original accommodation lodging. The Cardholder must authorise the charge after being informed of the loss, theft or damage.

### 9.2.5 Delayed or Amended Charges.

For a delayed or amended charge Transaction You must:

- process the Transaction within 90 calendar days of the Transaction date of the related Transaction;
- only include such items as room, food or beverages charges;
- have the Cardholder’s consent to be liable for delayed or amended charges;
- create a Transaction receipt that includes the words “signature on file”; and
- send a copy to the Cardholder at the address shown on Your records.

### 9.3 Express Checkout Services

If You offer to Your customer an Express Checkout service then You must:

- offer this service as part of Your ‘welcome pack’;
- have the Cardholder complete and sign the “express checkout authorisation form”. This form should include as a minimum:
  - name, address and phone number of the hotel/motel;
  - Cardholder’s name, address, room number, Cardholder signature and Card number; and
  - a statement that the Cardholder directs the hotel/motel to charge his or her Card for the full bill and process this sales ticket without a Cardholder signature.
- imprint a Voucher with the Cardholder’s Credit Card number and follow Your normal Authorisation procedures;
- on the Cardholder’s departure, complete the final Voucher indicating the total amount of the bill and print legibly in the space allocated for the customer’s signature, ‘signature on file – express checkout’;
- process the Transaction in the normal manner;
- mail a copy of the itemised bill, sales ticket and the express checkout authorisation form to the Cardholder at the address noted on the authorisation form within three business days after the Cardholder checks out; and

- keep a copy of all the Transaction information in the event of a Cardholder dispute.

## 10 Car Rental Merchants

If You are a Car Rental Merchant, the following additional Terms and Conditions apply:

### 10.1 Car Rental Transaction Processing Requirements

#### 10.1.1 Pre-Authorisation Procedures

When the Transaction is initiated You must request a Pre-Authorisation for an estimated Transaction amount. The estimated Transaction amount for Pre-Authorisation can be based on the following:

- Cardholders intended car rental period;
- rental rate;
- applicable tax; and
- mileage rates.

You cannot include charges representing either the vehicle insurance deductible amount or the amount to cover potential damages when the Cardholder waives insurance coverage at the time of the rental. You must disclose to the Cardholder at the time of the rental the amount for which the Pre-Authorisation was obtained.

#### 10.1.2 Charges for Loss, Theft or Damages.

A charge for loss, theft, or damage must be processed as a separate Transaction from the original Car Rental Transaction. The Cardholder must authorise the charge after being informed of the loss, theft or damage once You are able to provide a reasonable estimate of the cost to repair the damages etc. If the Cardholder chooses to pay for the repairs using their Card, You must:

- prepare a specific sales voucher with proof of Card presence;
- provide the estimated amount for repairs indicating that the amount will be adjusted accordingly pursuant to completion of the repairs and submission of the invoice for such repairs; and
- obtain a signature from the Cardholder.



The final Transaction amount may not exceed Your estimated amount by more than 15%. If the final cost of repairs is less than the estimated amount on the sales slip then You must submit a Refund Transaction.

You have 30 calendar days from the date of the subsequent Transaction related to damages to submit the item to be cleared.

#### 10.1.3 Completing the Transaction.

When the customer returns the car and the final Transaction amount is determined, the following applies:

- If the final Transaction amount:
  - doesn't exceed Your estimated Pre-Authorisation amount by 15% then You are not required to obtain a secondary Pre-Authorisation – the initial Pre-Authorisation will be sufficient to cover the full Transaction amount; or
  - exceeds Your estimated Pre-Authorisation amount by 15% then You must obtain a secondary Pre-Authorisation on the additional amount.

#### 10.1.4 Subsequent Authorisation Requests

If the Card Issuer declines a subsequent Authorisation request, request an alternative method of payment.

If a pick up Card response is received in response to a subsequent Authorisation request, You must pick up the Card and request an alternative payment method.

#### 10.1.5 Delayed or Amended Charges.

For a delayed or amended charge Transaction You must:

- process the Transaction within 90 calendar days of the Transaction date of the related Transaction;
- only include such items as fuel, insurance, rental fees, damage to rental vehicles, parking tickets, and traffic violations;
- have the Cardholder's consent to be liable for delayed or amended charges;

- create a Transaction receipt that includes the words "signature on file"; and
- send a copy to the Cardholder at the address shown on the rental contract.

For parking tickets or traffic violations, You must provide documentation from the appropriate authority, including the license number of the rental vehicle, time and location of the violation, statute violated and the amount of the penalty in local currency.

For rental car damage the Merchant must provide all of the following:

- copy of the rental agreement;
- estimate of the cost of the damages from an organisation that can legally provide repairs in the Car Rental Company's country;
- civil authority's accident report (if applicable);
- Documentation showing the Cardholder's consent to pay for damages with their Credit Card;
- any other pertinent documentation available to demonstrate the Cardholder's liability; and
- copy of Your insurance policy, that Your car rental company requires that the Cardholder pay an insurance deductible for damages. In lieu of the insurance policy, You can provide a copy of the car rental agreement showing the Cardholders' consent to be responsible for the insurance deductible as indicated by their signature or initials. The Cardholders' signature must be in proximity to the disclosure.

## 11 Invalid Transactions

### 11.1 List of Invalid Transactions

A Transaction is an Invalid Transaction if:

- the Transaction is illegal;
- the signature on the Receipt/Voucher is forged or unauthorised;
- the Transaction is split into two or more Transactions on the same Card for the purpose of reducing the value of one or more Transactions under Your Floor Limit in order to avoid having to obtain Authorisation;

- the Transaction is not authorised by the Cardholder or authorised Card user (including Mail Order and Telephone Order Transactions);
- 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;
- where the Card has failed to be read by Your Terminal and You have then key entered the Transaction into Your Terminal You will be liable for the Transaction. (except for authorised MOTO Transactions);
- details on the Cardholder's copy of the Voucher do not match those on other copies;
- the Voucher is incomplete, illegible or invalid;
- 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 (except where You are permitted to surcharge and the surcharge amount is acceptable);
- 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 You should have known that the signature on the Receipt/ Voucher is forged or unauthorised;
- 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);
- the Card was not presented and swiped through a Terminal (except for authorised Mail Order or Telephone Order Transactions);
- You did not record reasonable identification details of the Cardholder when You keyed details of a MOTO Transaction into the Terminal;
- You did not act in accordance with the Terms and Conditions of the Merchant Contract in relation to the Transaction;
- the Transaction value exceeded Your authorised Floor Limit and You didn't obtain an Authorisation for the Transaction above this Floor Limit or record the Authorisation code on the Voucher;
- You processed a Transaction knowing (or in circumstances where You should have known) that the Transaction is fraudulent;
- as payment for goods and services You have processed a Mail Order or Telephone Order Transaction without specific prior Authorisation in writing from Us to process this type of Transaction;
- You don't lodge Fallback Vouchers within the required 3 business days to Us, (Transactions received after this timeframe run the risk of being rejected by the Card Issuer); or
- the Card is not signed.

## 11.2 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.

## 12 Settlement and Payment of Transactions

- 12.1.1 You must hold a business transaction account in the same name as Your Merchant Facility:
- into which we can pay the full amount of all valid, acceptable sales and cash 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.
- 12.1.2 A business transaction account required under clause 12.1.1 must be an eligible account held with Us if you process MOTO Transactions or we determine that it is reasonably necessary in order to protect our Legitimate Interests.
- 12.1.3 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.
- 12.1.4 We reserve the right where we, acting reasonably, suspect that a Transaction is an Invalid Transaction, to:
- withhold payment; and
  - place a hold on any account You hold with Us for an amount equal to the amount we believe could become owing to Suncorp in respect of the Transaction.
- 12.1.5 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.
- 12.1.6 You agree and authorise Us to monitor Transactions You process and the use of the Terminal and investigate Transactions we find suspicious.
- 12.1.7 You agree to check the accuracy of Your merchant statements.

## 13 Your Records

You agree to keep the original Receipts/Voucher for 13 months after the Transaction date in a secure location. In addition, when a Card is not present when processing a MOTO Transaction, You agree to keep any evidence of the Cardholder's request to order the goods or services and instructions to process the Transaction for at least 13 months (e.g. order form, fax advice etc) from the date of the Transaction. You also agree to keep evidence of any Refund Transaction that is processed in cash or by cheque in accordance with clause 7.3.1 for at least 13 months from the date of the Refund Transaction.

You must give evidence satisfactory to Us of a Transaction or a Refund Transaction within 7 days if we ask for it. If You cannot do this for a Transaction 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 as a result of fraud, negligence or willful 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 or Refund 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/Vouchers. The documents must be destroyed in a secure manner so that any customer information including any account or Card number is obliterated.

## 14 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.

## 15 Termination

### 15.1 Ending the Merchant Contract

15.1.1 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. Please note that contract break fees may apply as set out in Your Letter of Offer.

If we have committed a material breach of this Merchant Contract, You may terminate immediately by providing Us with written notice.

15.1.2 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;

- You cannot pay Your debts within the meaning of the Corporations Act;
- 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 one month or longer and we cannot contact You;
- You receive an excessive number of Chargeback's against Yourself;
- You Surcharge above the reasonable cost of acceptance;
- 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; or
- You process transactions that we have not agreed to.
- if You or anyone associated with the merchant facility is operating as a money remitter.

- 15.1.3 We can end the Merchant Contract at our discretion if we give You a minimum of 30 calendar days notice in writing.
- 15.1.4 Rights and obligations we have, You have and other involved parties have continue on after this Merchant Contract ends.
- 15.1.5 When this Merchant Contract ends, You must return all Terminals, stationery (excluding EFTPOS rolls), Card Decals, equipment, peripherals, guides and 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.
- 15.1.6 If Your settlement account is a Suncorp Bank business account which was opened at the same time as Your EFTPOS facility application and the EFTPOS facility is declined, we will close the corresponding settlement account.

## 15.2 Disclosure of Termination

- 15.2.1 If the Merchant Contract ends You agree we can tell any person that the Merchant Contract has ended as necessary in the ordinary course of business.
- 15.2.2 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.
- 15.2.3 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.

## 16 General Rights

### 16.1 Commissions

We may pay an upfront 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.

### 16.2 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.

### 16.3 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 Suncorp Merchant Contract conducted by Us or any other person we authorise, where such measures were reasonably necessary to protect our Legitimate Interests.

### 16.4 Indemnity and Liability

16.4.1 Subject to law and to Clause 16.4.7, 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.

16.4.2 The indemnity in Clause 16.4.1 continues after this Merchant Contract ends.

16.4.3 Amounts payable under the indemnity in Clause 16.4.1 are payable promptly on demand and in any event within 5 calendar days of receiving notice in writing from Us.

16.4.4 Subject to 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.

16.4.5 Subject to 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.

16.4.6 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 16.4.5 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 section.

16.4.7 Neither we nor You shall be liable to the other for any loss of:

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

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

## 16.5 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.

## 16.6 Variation and Waiver

16.6.1 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 Code of Conduct.

Where it is permitted by law or 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 Code of Conduct. For all other changes, we shall give You 30 days' notice in writing.

16.6.2 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.

## 16.7 Your Rights and Our Rights

16.7.1 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.

16.7.2 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.

## 16.8 Notices

16.8.1 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.

16.8.2 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.

16.8.3 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 business 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.

## 16.9 Electronic Communication

You must provide Us with Your e-mail address and mobile phone number and immediately notify us if they change. 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 that the execution of any forms or documents, and the communication of that execution, by electronic means, including through the DocuSign system and via emails sent from an email address designated by You as the address for communications, is legally binding on You even if not authorised.

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 You or a person authorised by You 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.

## 16.10 Tax Invoice

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

#### 16.11 Governing Law, Rules and Regulations

The Merchant Contract is governed by the laws of New South Wales.

#### 16.12 GST

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

16.12.2 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.

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

#### 16.13 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.

#### 16.14 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 15.2 of these Terms and Conditions.

#### 16.15 Value Added Products

We also offer a variety of value added products such as phone top up, private health fund claiming and Medicare rebates on our Terminal which are maintained and supported by the value added product provider. You may apply directly with any of the value added product providers to receive these value added benefits or in some cases You can complete an expression of interest for Us to forward to them.

#### 16.16 Severance

16.16.1 If apart from the operation of this clause 16.16 the application of a mandatory law or 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;

16.16.2 Clause 16.16.1 prevails over any other provision in these Terms and Conditions;

16.16.3 If, despite this clause 16.16 any provision is void, unenforceable or remains in breach of a law or code referred to in clause 16.16.1, 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.



## 17 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.

## 18 Banking Code of Practice

The relevant provisions of the Banking Code of 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.

## 19 Third Party Portals and Apps

Portals and apps are provided to Suncorp by Third Party company/ies with who We have service level agreements in place and may be offered to You.

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 any portals or apps which are provided by Third Party company/ies will be uninterrupted and We may from time to time update or replace such portals or apps at our discretion.

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## How to contact us



*Call*  
13 11 55



*Claims*  
13 25 24



*Insurance*  
*Fraud Hotline*  
1300 881 725



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



*Local*  
*branch*