

# Summary of Changes to the Merchant Agreement for CommBank merchant facilities.

Effective 1 April 2020, CommBank is updating the Merchant Agreement for CommBank merchant facilities.

## What are these changes?

### Part 1: Where to get help

#### Help or advice on operating your Facility

Removed	Reference to XPOS Helpdesk has been deleted.
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### Part 2: How to use your Facility

#### 2.10 Minimising fraud

Added	<p>New Clause 2.10.6 <b>Excessive Fraud Rate</b>, has been added, which reads:</p> <p><i>We periodically measure merchant fraud rates and compare them against thresholds set by Card Schemes or industry bodies such as the Australian Payments Network.</i></p> <p><i>If we consider that you have an unacceptable level of fraud, we may request that you implement measures to reduce your fraud rate.</i></p> <p><i>Should your fraud rate not reduce to a level which is acceptable, the Cards Schemes or an industry body may issue a fine for which you will be liable.</i></p>
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### Part 3: Terms & conditions

#### 3.1 About this part

Changed	<p>Clause 3.1 <b>About this part</b>, replace fourth bullet point with:</p> <ul style="list-style-type: none"><li><i>any requirements that a Card Scheme or industry body impose on us that relate to your Facility (known as Card Scheme rules) that we tell you about;</i></li></ul>
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### 3.3 Processing Transactions

Changed	<p>Clause 3.3.71 <b>Cash out</b>, replace clause with:</p> <p><i>Cash out is only available on selected Cards. If you choose to provide Cardholders with cash out or cash with a purchase, the Cardholder must choose the 'Cheque' or 'Savings' option on a terminal rather than 'Credit'. Cash must only be provided directly to the Cardholder in the form of Australian legal tender (notes and coins).</i></p> <p><i>You must not give cash out on credit cards, for contactless Payments or where the 'Credit' option is selected.</i></p>
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### 3.5 Settlement & payment

Changed	<p>Clause 3.5.3 <b>Statements</b>, under subheading <b>Everyday Settlement</b>, delete third paragraph.</p>
Changed	<p>Clause 3.5.4 <b>What you must pay us</b>, under subheading <b>When you must compensate us</b> replace seventh bullet point with:</p> <ul style="list-style-type: none"><li>• <i>if there are excessive chargebacks, excessive levels of fraud or inappropriate use of your Facility (as determined by the Card Schemes or an industry body such as the Australian Payments Network);</i></li></ul>
Changed	<p>Clause 3.5.4 <b>What you must pay us</b>, under subheading <b>Examples of compensation</b>, replace first bullet point with:</p> <ul style="list-style-type: none"><li>• <i>any fines or costs we have to pay under Card Scheme rules or to an industry body such as the Australian Payments Network;</i></li></ul>

## Part 4: Optional products and features

### 4.1 About this part

Changed	<p>Clause 4.1 <b>About this part</b>, delete first three bullet points.</p>
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### 4.2 XPOS

Deleted	<p>Clause 4.2 XPOS is deleted and subsequent paragraph numbering adjusted accordingly.</p>
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### 4.3 MediClear

Deleted	<p>Clause 4.3 MediClear is deleted and subsequent paragraph numbering adjusted accordingly.</p>
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### 4.4 HealthPoint

Deleted	<p>Clause 4.4 HealthPoint is deleted and subsequent paragraph numbering adjusted accordingly.</p>
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## 4.7 Merchant Choice Routing

Changed

Clause 4.7 **Merchant Choice Routing**, (now clause 4.4.) – replace clause with:

*Merchant Choice Routing (MCR) is an optional feature available on select terminals and pricing plans.*

*Where your Cardholder uses a multi-network Card for a contactless Payment (i.e. branded by more than one Card Scheme), MCR allows you to select which network brand on the Card is used for processing the Transaction by allowing you to select a threshold for each network. MCR may not work on all Cards or Payments using digital wallets.*

*If you are approved for and enable MCR:*

- you must follow our set-up directions;*
- contactless Card Transactions on multi-network Cards will be routed to your nominated available network;*
- it is your responsibility to understand interchange costs associated with processing Transactions through each network on an ongoing basis. We cannot advise you which network will be best for you. For current interchange fees, contact the relevant network or view their website;*
- we will not be responsible for any delays in implementing or disabling MCR;*
- you must ensure that refunds are processed through the same network (i.e. Card Scheme) as the original Transaction;*
- you acknowledge that we may temporarily suspend or permanently deactivate your MCR capability and revert to the default network for processing where we reasonably consider it is necessary. Should this occur, we are not liable to you for any loss or higher interchange costs.*

## Part 5: Meaning of words

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Changed

**Facility – change definition to:**

*Means your merchant facility and includes using terminals, online solutions and optional products or features.*

Changed

**Transaction – change definition to:**

*Any sales, refund or cash out transaction completed by use of a Card or Card details, (including a bill payment).*