

# CommBank Merchant Agreement

## Overview of changes from 1 June 2019 version

	June 2019 Version	Current October 2019 Version
<b>Section 2.3.1</b>	<p>You should identify a safe location for the installation of terminals and any other equipment which is unobstructed, free of clutter and any other hazards. For your safety, terminals should be treated with the same care as any other electronic equipment.</p> <p>You should think about which employees you will allow to use your Facility, and ways to restrict their access. You should also explain this booklet to your employees and how it affects them.</p>	<p>You should identify a safe location for the installation of terminals and any other equipment which is unobstructed, free of clutter and any other hazards. For your safety, terminals should be treated with the same care as any other electronic equipment.</p> <p>You should think about which staff you will allow to use your Facility, and ways to restrict their access. You should also explain this booklet to your staff and how it affects them.</p>
<b>Section 2.3.5</b>	<p>During terminal installation, our installers will provide start-up training on how to operate the equipment.</p> <p>You should then in turn train any other employees who will use the Facility.</p>	<p>During terminal installation, our installers will provide start-up training on how to operate the equipment.</p> <p>You should then in turn train any other staff who will use the Facility.</p>
<b>Section 2.4.2</b>	<p>Keeping your terminal secure is important. If your terminal is tampered with, this could lead to events such as Card or PIN details being copied or stolen by fraudsters. If this happens you will be liable for any losses you or we suffer due to the fraudster's subsequent actions.</p> <p>To protect your terminal:</p> <ul style="list-style-type: none"><li>• keep the terminal in a secure location;</li><li>• never leave your terminal unattended (or put it away if you need to leave the area);</li><li>• check the terminal regularly for any skimming devices and check the surrounding areas for any cameras;</li><li>• don't disclose your terminal password to anyone, or only tell an employee(s) you trust to process refunds. They must keep the password secret;</li></ul>	<p>Keeping your terminal secure is important. If your terminal is tampered with, this could lead to events such as Card or PIN details being copied or stolen by fraudsters. If this happens you will be liable for any losses you or we suffer due to the fraudster's subsequent actions.</p> <p>To protect your terminal:</p> <ul style="list-style-type: none"><li>• keep the terminal in a secure location;</li><li>• never leave your terminal unattended (or put it away if you need to leave the area);</li><li>• check the terminal regularly for any skimming devices and check the surrounding areas for any cameras;</li><li>• don't disclose your terminal password to anyone, or only tell staff you trust to process refunds. They must keep the password secret;</li></ul>



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| <ul style="list-style-type: none"> <li>• there may be times when our installer needs to work on the terminal, e.g. to inspect or replace it. Make sure they have an appointment and provide ID, and if you're suspicious or have any questions call us on <b>1800 230 177</b>; and</li> <li>• call us immediately on <b>1800 230 177</b> if the terminal, card imprinter, or stationery or any other equipment associated with your Facility is stolen or tampered with.</li> </ul> | <ul style="list-style-type: none"> <li>• there may be times when our installer needs to work on the terminal, e.g. to inspect or replace it. Make sure they have an appointment and provide ID, and if you're suspicious or have any questions call us on <b>1800 230 177</b>; and</li> <li>• call us immediately on <b>1800 230 177</b> if the terminal, card imprinter, or stationery or any other equipment associated with your Facility is stolen or tampered with.</li> </ul> |
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### Section 3.1

This part sets out the terms and conditions that apply between you and us when you use your Facility. These terms are in addition to all other provisions of this booklet. You must also comply with:

- Part 2 : How to use your Facility;
- the user guides or any other operating instructions for your Facility;
- any requirements that a Card Scheme impose on us that relate to your Facility (known as Card Scheme rules) that we tell you about;
- any other communication about your Facility, e.g. bulletins advising of changes to security or processing requirements.

Each of these forms your contract with us. You agree to be bound by this contract and this booklet when you perform any activity using your Facility (including downloading and using apps or other features, processing authorisations and pre-authorisations) or when you process or attempt to process your first Transaction.

This part sets out the terms and conditions that apply between you and us when you use your Facility. These terms are in addition to all other provisions of this booklet. You must also comply with:

- Part 2 : How to use your Facility;
- Part 4: Optional products and features (where applicable);
- the user guides or any other operating instructions for your Facility;
- any requirements that a Card Scheme impose on us that relate to your Facility (known as Card Scheme rules) that we tell you about;
- any other communication about your Facility, e.g. bulletins advising of changes to security or processing requirements.

Each of these forms your contract with us. You are bound by this contract and this booklet once we process and accept your application for a Facility and set up your merchant profile.

### Section 3.3.7.1

You may want to give Cardholders with debit cards the option to get cash out, or cash with a purchase. If you want to offer this option, you must first obtain our approval.

You must not give cash out on credit cards. If the cards are Mastercard, Visa or UnionPay International the Cardholder must choose

You may want to give Cardholders with debit cards the option to get cash out, or cash with a purchase. If you want to offer this option, you must first obtain our approval.

You must not give cash out on credit cards or UnionPay cards (including UnionPay debit cards). If the cards are Mastercard or Visa the



'Cheque' or 'Savings' rather than 'Credit'. Cash must only be provided directly to the Cardholder in the form of Australian legal tender (notes and coins).

Cardholder must choose 'Cheque' or 'Savings' rather than 'Credit'. Cash must only be provided directly to the Cardholder in the form of Australian legal tender (notes and coins).

#### Section 3.5.4

Covering fees and chargebacks  
Your Account must always have enough money in it to enable us to debit Your Account for the amounts you owe us.

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Your Account must always have enough money in it to enable us to debit Your Account for the amounts you owe us.

If Your Account doesn't cover the amounts owed, we can:

If Your Account doesn't cover the amounts owed, we can:

- use our right of set-off (see 3.5.5 Set-off);
- demand that you pay the amount from some other source;
- suspend your Facility; or
- if you fail to place enough money in Your Account within 3 Banking Days, terminate your Facility.

- use our right of set-off (see 3.5.5 Set-off);
- demand that you pay the amount from some other source;
- suspend your Facility; and/or
- if you fail to place enough money in Your Account within three Banking Days, terminate your Facility.

We will not be liable to you for any loss suffered or cost incurred, whether directly or indirectly, as a result of you not having sufficient funds in Your Account when we process a debit.

#### Section 3.6

You must pay us the fees specified in the Fee Schedule we give when you apply, or otherwise notify you of. In return we enable you to use the Facility under the terms and conditions of This Agreement.

You must pay us the fees specified in the Fee Schedule or as we otherwise advise you. The Fee Schedule will be provided upon application and may be amended from time to time. In return we enable you to use the Facility under the terms and conditions of this Agreement.

#### Section 3.6.1

Once a month we deduct fees for the Transactions you made in the previous month.

Once a month we deduct fees for the Transactions you made in the previous month.

We also deduct some other fees at different times, as defined in the Fee Schedule, or otherwise on demand.

We also deduct some other fees, such as those for establishing and maintaining a Facility for You, at different times, as defined in the Fee Schedule, or otherwise on demand.

#### Section 3.8.2

In any circumstance where we can end This Agreement, we may choose first to suspend your Facility.

In any circumstance where we can terminate this Agreement, we may choose first to suspend your Facility.

If we can't agree with you on a way to address our reasonable concerns, we can end This Agreement immediately.

If we can't agree with you on a way to address our reasonable concerns, we can terminate this Agreement immediately.



We can also terminate or suspend part of your Facility (e.g. an online solution or an optional product or feature) in the same way.

We may suspend your Facility without notice if we reasonably consider it necessary to protect our or your interests.

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We may suspend your Facility without notice if we reasonably consider it necessary to protect our or your interests.

We will not be liable for any cost or loss (whether direct or indirect) that arises where we need to suspend your Facility.

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**Section 3.9.2**

We can give you a notice in one of the following ways:

- in-person - give it personally to you, or to one of your employees at your place of business;
- by post - leave it at or send it by prepaid post to your last address notified (written notices are taken to be received on the sixth Banking Day after posting);
- by fax - send it by facsimile to the facsimile number last notified (faxes are taken to be received when the transmitting machine reports that the whole fax was sent);
- online - so long as you have not opted out, we can provide notices to you electronically by your last email address notified or by posting the notice on our website and sending you an email that the notice is ready for viewing;
- newspaper publication - publishing it in local or national media (in which case we will also post the notice on our website).

We can give you a notice in one of the following ways:

- in-person - give it personally to you, or to one of your staff at your place of business;
- by post - leave it at or send it by prepaid post to your last address notified (written notices are taken to be received on the sixth Banking Day after posting);
- by fax - send it by facsimile to the facsimile number last notified (faxes are taken to be received when the transmitting machine reports that the whole fax was sent);
- online - so long as you have not opted out, we can provide notices to you electronically by your last email address notified or by posting the notice on our website and sending you an email that the notice is ready for viewing;
- newspaper publication - publishing it in local or national media (in which case we will also post the notice on our website).

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**Section 3.9.4**

The Code of Banking Practice or, from 1 July 2019, the Banking Code of Practice, applies where relevant to your merchant facility if you are a small business as defined in the Code of Banking Practice or the Banking Code of Practice (as the case may be) or an individual.

The Banking Code of Practice applies to your Facility if you are an individual or a small business (as defined in the Banking Code of Practice).

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**Section 4.1**

In addition to our card processing facilities, we also offer:

In addition to our card processing facilities, we also offer:



- XPOS - this application enables you to offer a broad range of products and services offered by other providers (e.g. pre-paid mobile phone top-ups, MediClear, HealthPoint) through your terminal;
  - Currency conversion - a service that enables you to accept credit card Payments from international customers in their home currency;
  - MediClear - enables your customers to get a refund from Medicare at the point of sale, so they don't have to claim separately from Medicare. It also enables processing of bulk-bill claims;
  - HealthPoint - an electronic payment system for specialist health practitioners who provide services covered by private health funds;
  - Pi and CommBank Small Business Applications - enables you to perform additional functions through our compatible terminals and apps which you can download;
  - eCommerce value added services - enables you to conduct a range of additional functions from our suite of online merchant facilities;
  - Merchant Choice Routing – enables you to select your preferred network for routing multi-network contactless debit card Transactions.
- XPOS - this application enables you to offer a broad range of products and services offered by other providers (e.g. pre-paid mobile phone top-ups, MediClear, HealthPoint) through your terminal;
  - MediClear - enables your customers to get a refund from Medicare at the point of sale, so they don't have to claim separately from Medicare. It also enables processing of bulk-bill claims;
  - HealthPoint - an electronic payment system for specialist health practitioners who provide services covered by private health funds;
  - Pi and CommBank Small Business Applications - enables you to perform additional functions through our compatible terminals and apps which you can download;
  - eCommerce value added services - enables you to conduct a range of additional functions from our suite of online merchant facilities;
  - Merchant Choice Routing – enables you to select your preferred network for routing multi-network contactless debit card Transactions.

This part sets out the additional terms and conditions that apply to you if you use these services or terminals.

This part sets out the additional terms and conditions that apply to you if you use these optional products or features.

If there is any inconsistency between this Part 4 and any other section of this booklet, the provisions of this Part 4 prevails to the extent of the inconsistency.

### Section 4.3

Whole section on Currency conversion removed as it is a functionality we no longer offer on any of our card present terminals.