

# Merchant Agreement

## How to use your merchant facility

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Terms and conditions

These products are issued by the Commonwealth Bank of Australia

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**Commonwealth**Bank





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# Welcome

## Thank you

Congratulations on taking up a Commonwealth Bank merchant facility. We'd like to thank you for choosing us. Our broad range of services is designed to help you grow your business.

Remember we're here when you need us 24 hours a day, 7 days a week. Call us on **1800 230 177** or visit us at **[commbank.com.au/merchantservices](http://commbank.com.au/merchantservices)**

## Who should read this booklet?

This booklet is for businesses that accept credit or debit cards as payment for goods or services. It applies to all facilities, including terminal-based facilities and online solutions.

Having a clear picture of how to use your facility, and the terms and conditions that apply, can help both you and us to avoid misunderstandings or situations where disputes may arise.

It's important that you read this booklet so that you understand:

- what you need to do to use your facility properly
- your obligations to us and our obligations to you.

We recommend you keep this booklet in a safe place for future reference. If you do lose it, you can call us and we will give you another copy or you can download a copy from our website.

## How to use the booklet:

### Part 1 – How to use your facility

We explain the day-to-day aspects of how to operate your facility, e.g. getting started, accepting payments, handling refunds, avoiding disputes and chargebacks.

### Part 2 – Terms and conditions

This part sets out the terms and conditions that govern your facility and define the legal relationship between you and us. This includes what each of us is responsible for. You are bound to the terms and conditions when you process your first transaction.

### Part 3 – Optional products

This part explains the rules that govern optional products and services available through your facility, such as XPOS, currency conversion, MediClear, Pi and CommBank Small Business Apps and Albert, Leo or Emmy terminals, and eCommerce value add services. If you don't intend to use these products or services there's no need to read this part. If at any time you upgrade your facility to include these offerings you will be bound by the terms and conditions outlined in this part.

### Part 4 – Meaning of words

This part lists some key terms used in this document and what they mean.

### Part 5 – Where to get help

Numbers to call and websites to visit to get more information.

# Part 1: How to use your facility

## 1.1 About this part

In this part we explain how to:

- operate your facility
- manage risks relating to customer disputes and chargebacks.

For other useful information about your facility please refer to our Merchant services website at: **[commbank.com.au/merchantservices](http://commbank.com.au/merchantservices)**

## 1.2 Getting started

Here are the steps you need to follow to get started:

### 1.2.1 Step 1 – Planning ahead

You should think about which employees you will allow to use your facility, and ways to restrict their access. You should also explain this agreement to your employees and how it affects them.

### 1.2.2 Step 2 – We install terminals and equipment

Our installers will contact you to arrange access to your premises. On the appointed day, they will install the terminal, imprinters and any other equipment that we've agreed to give you.

If you use your own equipment or software, then it must comply with our security and other requirements.

### 1.2.3 Step 3 – Setting your password

Your terminal comes with a password which must be used when making certain transactions, e.g. when processing refunds.

Initially a default password applies. You must change it when you first use the terminal. You should also change your password on a regular basis and limit access to trusted staff.

### 1.2.4 Step 4 – Connecting online

If you are using an online solution then you must connect to our system using a method we approve and follow any instructions we provide.

### 1.2.5 Step 5 – Stationery

To ensure your terminal works properly, you must use our stationery. We give you an initial set of stationery to get you started. You can then start processing and banking your card transactions.

### 1.2.6 Step 6 – Initial training

During installation, our installers will provide start-up training on how to operate the equipment. You should then in turn train any other employees who will use the facility.

## 1.3 Looking after your facility

### 1.3.1 Terminal security

Keeping your terminal secure is very 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 (see 2.5.4 *What you must pay us*).

## Part 1: How to use your facility

To protect your terminal:

- keep the terminal in a secure location
- never leave your terminal unattended (or put it away if you need to leave the area)
- check the terminal regularly for any skimming devices and check the surrounding areas for any cameras
- 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.
- 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 **1800 230 177**.
- call us immediately on **1800 230 177** if your terminal, card imprinter, or stationery has been stolen, or tampered with.

### 1.3.2 If equipment fails to work

If we provide your terminals, we maintain them against wear and tear due to normal use.

Tell us immediately if our terminal is either not working or defective and we'll repair or replace it as soon as we can. Please use the downtime procedures until it is fixed or replaced.

You must pay the costs of any repair or replacement to our equipment if you cause any damage, or if damage is caused by fire, theft, flood or any other act in or around your premises.

### 1.3.3 Software

Some facilities require separate operating software to be installed. If this applies you must only use software that we provide or agree that you can use. All software may only be used in accordance with the licence conditions.

### 1.3.4 Using your own equipment and software

If you use your own equipment or software, it must comply with our security and other requirements. You may be required to make upgrades when our standards change.

## 1.4 Ordering additional stationery

To order stationery, visit [commbank.com.au/eftposstationery](http://commbank.com.au/eftposstationery). If you don't have access to the internet, call us on **1800 022 966**. At the time you place your order we will tell you the costs, including postage. Please allow five banking days for delivery.

## 1.5 When you need to obtain authorisations

Once you begin processing card payments you may need to obtain an authorisation (approval) to accept the payment.

### 1.5.1 What is authorisation?

An authorisation is when we confirm through the cardholder's bank that:

- the card number exists and the expiry date is valid
- the card number has not been reported lost or stolen as at that time
- enough funds are available to allow the transaction to go ahead.

## Part 1: How to use your facility

If you process a transaction electronically, we automatically obtain the authorisation for you.

If the merchant services system is down, you will need to obtain authorisation – follow the process in section 1.6.3 *Calling the authorisation centre*.

Note: authorisation doesn't guarantee that a credit card transaction is valid, or that you will not incur a loss on the transaction. A chargeback could still occur, e.g. if the cardholder disputes the transaction.

### 1.5.2 Floor limits

A 'floor limit' is the highest transaction amount you can process during system downtime without contacting us to obtain authorisation. Floor limits are set by the card schemes.

Please note:

- you have two floor limits – one for credit card transactions and another for debit card transactions
- for all transactions where the cardholder is not present the floor limit is \$0 (i.e. all these transactions must be authorised)
- you must never disclose your floor limit to cardholders.

## 1.6 If the system is down

If the merchant services system is down, you will not be able to obtain electronic authorisation in the usual way.

### 1.6.1 If you have Store & Forward

Most terminals come with a *Store and Forward* function. If you're not sure whether you have this, call us on **1800 230 177**. *Store and Forward* allows you to continue to process transactions under your floor limit in the normal way even when the system is down. The terminal prints a receipt which the cardholder must sign.

Note: the customer's PIN will not work during system downtime. Please ask them to sign the transaction receipt and verify their signature.

When the merchant services system is restored, the terminal automatically sends these transactions to us.

If a transaction is over your floor limit, the screen on your terminal will display a message 'input authorisation number'. In this case you should:

Call the authorisation centre – see 1.6.3 *Calling the authorisation centre*.

1. Enter your merchant number and the transaction details. The terminal then prints a receipt for the client to sign and asks you whether you've obtained a valid signature.
2. Press 'Yes'. The system will then automatically send the transaction once the system is restored.

### 1.6.2 If you don't have Store & Forward

If you have a terminal that doesn't have Store & Forward, you can:

- obtain a manual imprint using the imprinter we provided to you.

In either case, be sure to get authorisation and record the approval code on the voucher from the authorisation centre.

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### 1.6.3 Calling the authorisation centre

For transactions over your floor limit:

#### **Credit cards**

Call **13 26 36** for Mastercard and Visa authorisations.

For more information in regards to your American Express authorisations, visit [americanexpress.com.au/merchants](http://americanexpress.com.au/merchants) to view terms and conditions.

#### **Debit cards**

Call **1800 813 700** for authorisation.

The cardholder must be present if you call us for authorisation.

#### **Time limit**

If we give you authorisation, the amount is reserved against the cardholder's account until the transaction is processed.

You must process or submit the transaction to us within 5 banking days of authorisation or it will expire and you will lose the benefit of the authorisation.

#### **Declines**

For both debit and credit cards if the transaction is declined you should ask the cardholder to contact their bank.

### **1.7 Refunds**

Refunds on card transactions must be returned to the same account used for the original sale where that account can be identified. If you give a refund to an account which is different to the account used in the original transaction you may be breaching scheme rules and will be wholly liable for any chargeback claim or dispute in respect of the original transaction, regardless of whether we allowed you to process the refund. Never give cash refunds for card transactions.

When calculating refunds, you are responsible for the calculation and should rely on your own records, not solely on our reporting.

#### 1.7.1 Refunds using a terminal

If you use a terminal, you can process refunds by selecting 'Refund' as the transaction type on your terminal. The terminal asks for a password. You must never display or disclose your password

#### **Refunds during downtime**

If the system is down, print an 'Offline' voucher; then re-enter the details when the system is back up . If an offline voucher cannot be obtained, insert a credit voucher into the manual printer and then complete as you would a sale voucher.

Include the refund amount on the Merchant Summary under 'credit vouchers'.



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If the value of the refund vouchers exceeds that of the sales vouchers on any Merchant Summary, you must hand it to the teller with cash or a cheque.

### 1.8 Securing customer information

When you accept cards, you will be handling or transmitting card and cardholder details that are highly confidential.

Here are some of the things you must do to keep that information safe.

#### 1.8.1 Always:

- ensure that any card information that you transmit across the internet or other networks or that you store is encrypted or scrambled in accordance with the Payment Card Industry Data Security Standard or any other prevailing card data security standard we advise you from time to time (see 2.4.2 *Data security standards*)
- ensure that information you store is only accessible to people who are authorised to manage or view that data
- store any records containing information such as copies of sale or credit vouchers in a secure place only accessible by authorised employees
- after the period you need to keep the records has ended (see 1.10.3 *How the Dispute process works*), destroy the records and any information in a way that ensures any information is unreadable.

#### 1.8.2 Never:

- disclose or share any card information with staff or any third party
- request, use or store a card number for any purpose that is not related to a transaction
- process a card through any card reading device not authorised by us
- ask for a cardholder's PIN
- store a cardholder's card, PIN or card security code.

### 1.9 Minimising fraud

By accepting cards you provide convenience for both you and your customers, but there are risks.

One of the key risks is that third parties may use cards or card details fraudulently. You need to be concerned about this because fraud could lead to chargebacks and other losses to your business (see 1.10 *Disputes and chargebacks*).

#### 1.9.1 Examples of fraudulent use

Here are some common examples of fraudulent use of a credit card:

- someone uses a stolen card or account number to purchase goods or services fraudulently
- a person known to the cardholder uses a credit card to order goods or services but has not been authorised to do so by the cardholder
- the customer falsely claims that he or she did not receive the goods or services
- fraudsters run consecutive numbers on an internet site or Interactive Voice Response (IVR) in an attempt to find a valid card number that they then use to purchase goods or services fraudulently.

#### 1.9.2 Some basic precautions

Make sure that you have policies and procedures for handling irregular or suspicious transactions. Remind your staff that they must take steps to verify that the cardholder is who they say they are.

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Also, keep records of all transactions and proof of delivery of goods or services for at least 6 months after the event.

Remember: Transaction authorisation doesn't guarantee that the purchaser is the true cardholder.

### 1.9.3 Tricks of the fraudster

Fraudulent orders usually share a number of characteristics, especially for card-not-present transactions e.g. made over the internet, or by mail order or telephone order (often referred to as 'MOTO').

If you suspect the transaction may be fraudulent, contact us immediately on **1800 230 177**.

Here are some warning signs of possible fraud. One warning sign on its own may not necessarily be cause for alarm, but pay special attention if more than one factor is present:

Rush orders	Urgent requests for quick or overnight delivery.
Random orders	Customers who don't seem to care if a particular item is out of stock or isn't available in the style/colour originally requested.
Suspicious delivery address	Use of a post office box or an office address. If your business doesn't typically export goods, use caution when shipping to international addresses, particularly if you are dealing with a new customer or a very large order.
Multiple cards	If a customer wants to pay with multiple cards.
Multiple purchases on one card in a short period of time	Multiple transactions charged to one card over a very short period.
Hesitation (telephone orders or where the card is presented)	Customers that hesitate or seem uncertain when giving personal information, such as a postcode or the spelling of a street or family name.

### 1.9.4 Card-present transactions (where the customer is present)

#### Unacceptable cards

Never accept a card if:

- the terminal doesn't recognise the card
- the card expiry date has passed
- the card or the signature has been visibly altered or tampered with
- the signature doesn't match that on the back of the card.

#### Damaged debit cards

You should never accept damaged debit cards. Ask the customer for another form of payment.

#### Damaged credit cards

If you receive a 'damaged card' message during a credit card transaction:

1. Take an imprint of the card using the manual imprinter we give you and ask the customer to sign it to prove that the card was present at the time of the transaction.
2. Enter the details into your terminal by hand using the 'damaged card' mode.

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### Other things to look for

Although having the card available at the time of the transaction gives some protection from fraud, there are still things you can look out for to reduce the risk even further:

- does the number on the card match the number on the receipt?
- does the name match the customer?
- is the embossing on the card clear and even, and does the printing look professional?
- does the signature on the card match the signature on the sales slip?

You should also:

- avoid hand-keying in transactions
- if the terminal response is 'declined', arrange an alternative form of payment
- be wary if a customer presents a card that rejects and then switches to another card
- make sure you don't process transactions for someone else. Not only will you be liable for any chargebacks, we may also end your facility if you do.

#### 1.9.5 Card-not-present transactions (where the customer is not present)

Card-not-present transactions will require prior approval before enabling on any terminal.

Transactions of this nature carry a higher risk of fraud. This is because you can't check whether the person you are dealing with actually has their card with them or whether their signature matches that on their card. We highly recommend that you access the Get Smart About Card Fraud online training available at [www.apca.com.au/getsmart](http://www.apca.com.au/getsmart) which provides tips, information, advice and video case studies for small merchants doing business online.

By carrying out some of the following checks (where appropriate, depending on the transaction method) you can significantly reduce the incidence of fraudulent activity.

**Check 1 For online solutions, use additional security features such as fraud scrubbing or 2 factor authentication tools, such as Verified by Visa or Mastercard SecureCode**

**Check 2 For online solutions, use 2 factor authentication**

Ask the customer to input the card security code located on the credit card signature panel or on the front of their card.

Verifying the card security code doesn't guarantee that the card is not stolen or being used by someone who is not authorised to use the card. It verifies only that the person making the transaction has the card in their possession.

**Check 3 Ask for comprehensive customer details and do validity checks**

Always ask for the customer's full name, address and home phone number (preferably not a mobile). Check these details against the latest White Pages before delivering the goods.

**Check 4 Follow up with an order confirmation**

Call the customer some time later to confirm order details before delivering.

**Check 5 Always use your own courier**

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**Check 6 Ask for identification on delivery and don't leave goods at unattended addresses**

**Check 7 Use minimum and maximum transaction amount controls**

The size of the amounts will vary depending on your business. Minimum and maximum amount controls allow you to control risk.

**Check 8 Contact our call centre staff to verify suspicious activity on 1800 230 177**

### 1.10 Disputes and chargebacks

#### 1.10.1 Card scheme rules

The rules of the card schemes, UnionPay and EFTPOS allow a cardholder and the cardholder's bank to dispute a transaction in certain situations.

For example, if the cardholder doesn't believe they authorised the transaction, or says the goods were not delivered, that person can dispute the transaction which may result in a chargeback.

#### 1.10.2 Examples of customer disputes

Some examples of customer disputes that can result in chargebacks are:

- the customer complains that goods or services are not as described on a website or in a mail order catalogue
- the customer is billed twice for the same order or billed for an incorrect amount
- the customer doesn't recognise the transaction on their statement because the business name on the statement is different to the business name used on the website or mail/telephone order marketing materials
- the customer argues that they never received the goods or services
- there is confusion or disagreement between the customer and merchant over a return or refund amount
- fraud (the customer claims they did not authorise the transaction).

#### 1.10.3 How the dispute process works

1. The cardholder disputes a transaction by advising their credit card issuer. A transaction can be disputed up to 120 days from the date of the transaction or agreed goods/service delivery date, whichever is later. To be safe, keep clear and easy-to-read vouchers or records of transactions and proof of delivery for at least 6 months after the date of delivery of goods or services.
2. The card issuer may send us a request for copies of documents and other supporting evidence to determine the validity of the transaction or may raise the dispute with the card scheme.

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3. Depending on the card scheme rules, we may contact you to ask for documentation or information to support or reject the dispute. Once a transaction is disputed, it's your responsibility to prove that a valid transaction occurred. You will have a limited time frame to respond to any request by us, as set out in our request letter.
4. Both banks, or the card scheme, evaluate the information and make a decision under rules set out by the card schemes as to the validity of the dispute.
5. Where the fraud related disputes reason code is provided by the issuer generally we do not have any ability to reject the claim under the card scheme rules, these disputes will be 'charged back' (debited ) to your bank account.
6. If the cardholder dispute is not satisfactorily resolved or if we request supporting evidence and you don't provide this within the required time frame or the card scheme decides in favour of the cardholder, the disputed amount will be 'charged back' (debited) to your bank account.
7. If the cardholder dispute is resolved in your favour the chargeback request is returned to the card issuer and the cardholder must pay their credit card bill as normal.

### 1.10.4 Avoiding disputes

#### **Keep good records**

You can reduce the risk of chargebacks caused by customer disputes by keeping good records. This will help you to find specific transactions quickly and easily.

#### **Inform the customer**

Include all of the following information in your invoices, contract and promotional materials:

- your name as it will appear on the cardholder's statement
- your business address
- customer service contact numbers
- a complete description of goods and services provided
- a specific delivery time
- details of your return and cancellation policy
- details of debit dates for regular instalments such as memberships or subscriptions.

### 1.10.5 When are you liable?

Your liability for chargebacks is defined in section 2.7 *Chargebacks*.

Generally, if a cardholder disputes a transaction and the card scheme rules allow the cardholder's bank to chargeback the transaction to us, the liability for the chargeback will then rest with you.

This means that the original transaction is reversed and you lose the full amount of the payment for the goods or services, even if the goods or services have already been delivered. Chargeback fees are payable for our investigating and processing a chargeback and for any cardholder dispute process incident resolved by you refunding the transaction.

That's why it is essential you understand how to set up business procedures and use appropriate product features to minimise chargebacks and fraud (see 1.9 *Minimising fraud*).

## Part 1: How to use your facility

### 1.11 Illegal transactions

Some transactions are illegal and if your facility is used to process them you can find yourself in breach of Australian and international laws or card scheme requirements.

For example you must not process any of the following:

Online transactions

- transactions relating to child pornography and other extreme sexual content
- transactions that involve non-consensual and violent sexual content
- transactions involving the sale of tobacco or prescription pharmaceuticals
- illegal gambling transactions

All transactions

- transactions that breach Australian or international laws, e.g. the sale of tobacco or liquor to minors
- any other transaction types we tell you are prohibited by the card schemes, e.g. by Mastercard under their Business Risk and Mitigation (BRAM) programme and VISA under their Global Brand Protection Program (GBPP).

#### 1.11.1 Non-compliance

If you have been found to have processed illegal transactions, the card scheme may impose a fine on us. We will then require you to reimburse us for this fine.

In addition, we could terminate your facility and would then be required to list you on a card scheme database that could prevent you from operating a merchant facility in the future.

If you have any questions regarding MasterCard, Visa, UnionPay or EFTPOS transactions, please call us on **1800 230 177** or visit our Merchant Services website:

**[commbank.com.au/merchantservices](http://commbank.com.au/merchantservices)**

If you have any questions regarding American Express transactions, please contact **1300 363 614**, 8.00am – 6.00pm (AEST), Monday – Friday.

# Part 2: Terms & conditions

## 2.1 About this part

This part sets out the terms and conditions that apply between you and us when you use your facility. You agree to be bound by these terms when you process your first transaction using your facility.

You must also comply with:

- Part 1: *How to use your facility*
- the user guides or any other operating instructions for your facility
- any requirements that a card scheme, UnionPay or EFTPOS 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.

## 2.2 Equipment and software

### 2.2.1 Installation

You can use either our equipment and software, or your own. If you use your own equipment or software, then it must comply with our security and other requirements.

### 2.2.2 Upgrades

If you use our equipment and software you must allow us to upgrade it from time to time.

If you use your own equipment and software you must upgrade them whenever we tell you, e.g. when industry standards or our security standards change.

### 2.2.3 Maintaining your equipment

You must follow the security and other requirements set out in *1.3 Looking after your facility*.

### 2.2.4 If your facility is not working

We try to maintain your facility, including all merchant services systems, in good working order and with as little downtime as possible.

We are not liable for any loss you incur if your facility is not working or you can't process transactions for any reason.

## 2.3 Processing transactions

### 2.3.1 Use of the Facility

Transactions processed through your merchant facility using unapproved channels or products is prohibited

### 2.3.2 Transaction records

You must:

- give us your records relating to any transactions when we ask you for them
- only process transactions if the cardholder has received the goods or services from you, unless the cardholder has agreed to receive them later. Where the cardholder has agreed to receive them later, the goods or services must be delivered within 12 months of the transaction date
- not split a single sale into more than one transaction using the same card
- not process purchase or refund transactions through your merchant facility using either your own credit card or a credit card of an associated person. Using your facility in this manner could result in your facility being terminated.

## Part 2: Terms & conditions

### 2.3.3 Surcharging

If you charge a fee for card transactions:

You must clearly and prominently display any surcharge before processing the transaction

When refunding a transaction you must refund any surcharge charged on the transaction amount.

For partial refunds, the surcharge must be pro-rated

The surcharge must not exceed your cost of acceptance for the relevant card scheme. You should calculate your cost of acceptance at least once a year using the information we provide in your statements. You will receive an annual statement in July each year

There are regulatory consequences if you surcharge above your cost of acceptance. For more information visit the Payments System Regulation page at [www.rba.gov.au](http://www.rba.gov.au)

### 2.3.4 No minimum transaction amount

You must not impose any minimum transaction amount for card transactions.

### 2.3.5 No third-party processing

You can't process transactions for someone else, unless we approve. Not only will you be liable for any chargebacks, we may also end your facility if you do.

## 2.3.6 eCommerce transactions

### 2.3.6.1 Authorisation limits

We may impose limits on the value of transactions processed by you over periods of time. If proposed transactions would result in the applicable limit being exceeded, we may reject the transactions.

We will use reasonable endeavours to promptly notify you of any changes to those limits.

You are responsible, and liable for all transactions processed on your eCommerce merchant facility. We may temporarily suspend your facility if we believe your facility is under malicious attack, and use reasonable endeavours to notify if to resolve prior to re-enabling your facility.

### 2.3.6.2 Your obligations

You must ensure that you:

- have and maintain adequate procedures and systems for processing Payments; and
- correctly and promptly credit or debit, as the case may be, the amounts of each Payment to the applicable Customer; and
- store in a manner approved by us, the original records of each Payment received from a Customer for a minimum period of seven years after the last Payment was made; and
- have a fair policy for correction of errors and exchange and return of goods and services where a Customer makes a complaint, or Customer Claim, or where we or a financial institution becomes involved in the correction of errors; and
- promptly notify us if you are unable to apply payments received by you from Customers to accounts you maintain for your Customers for any reason; and
- notify us as soon as possible if you receive an erroneous Payment that may require a Correction and do all things reasonably necessary to ensure the error is corrected; and
- take all reasonably necessary measures to resolve Customer Claims directly with the customers or other persons affected; and
- provide to us all information or documents as we may reasonably require relating to a Correction or Customer.



## Part 2: Terms & conditions

### 2.3.7 Offering cash out and charge cards

#### **Cash out**

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 China UnionPay the 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).

#### **Credit/Charge cards (AMEX, Diners and JCB)**

We may program the terminal to accept AMEX/JCB credit/charge cards if you have existing relationship with the issuer or have been offered AMEX/JCB service by us.

To be able to accept Diners on your merchant facility you will first need to sign a separate agreement with the provider.

Once you have an agreement with them, contact us so we can program your terminal to accept the credit/charge card.

Our only obligation to you in relation to any credit/charge card transaction is to send the transaction details to the scheme that issued the credit/charge card.

### 2.3.8 Industry-specific requirements

The card schemes have special requirements for industries such as accommodation and car rental (e.g. relating to obtaining preauthorisation).

For details, please see our website: [commbank.com.au/merchantservices](http://commbank.com.au/merchantservices)

### 2.3.9 UnionPay

We may make available to you acceptance of UnionPay branded cards. If we do, processing of those cards will be subject to additional terms and conditions available at [www.commbank.com.au/unionpay](http://www.commbank.com.au/unionpay)

### 2.3.10 No book up arrangements

You must not hold a cardholder's PIN or card security code as part of a book up arrangement.

## **2.4 Securing customer information**

### 2.4.1 Security measures

You must follow the security and other requirements set out in *1.8 Securing customer information*.

### 2.4.2 Data security standards

The card schemes have requirements relating to securing customer data known as the 'Payment Card Industry Data Security Standard'. They may in future have other data security requirements.

You must fully comply with the prevailing card data security standard that is in place as we advise you from time to time. If there is a data security breach, the card schemes may require an external investigation of your premises and systems. You agree to cooperate fully with the investigation and to pay the reasonable costs of the investigation.

## **2.5 Settlement & payment**

### 2.5.1 Maintaining an account

You must establish and maintain an account for the duration of this agreement, and for a period after this agreement ends (see *2.8.5 What happens when the agreement ends*).

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Your account must be in the same name as your facility unless we agree otherwise.

We will credit payments into this account and debit fees and charges and other amounts payable under this agreement from it.

### **Separate fee account**

If you request and we agree, we may allow you to use two accounts, one for settling transactions you process and one for paying your fees and other amounts you owe us (e.g. chargebacks).

### **Changes to your account**

You must immediately tell us of any changes to your account or payment channel. If we are not informed of a change and a settlement delay eventuates we will not be liable for any losses (including interest). If your account is with another financial institution and you change it, you will need to give us a new Direct Debit Authority.

#### 2.5.2 How we pay you

We credit your account with the value of all valid sales and cash out transactions, less any refund transactions.

#### 2.5.3 Statements

We send account statements and notices to your nominated postal address or, if you have given us an email address and have a CommBank or NetBank service, we may provide them electronically. At a minimum, statements will be sent every 6 months.

### **Electronic transactions**

#### Everyday Settlement

We settle all your electronic Mastercard, Visa and UnionPay transactions up to settlement time, same day, 365 days a year. We call this *Everyday Settlement*.

This applies if you settle to one of our business transaction accounts, such as:

- Business Transaction Account
- Premium Business Cheque Account
- Commonwealth Private Bank Account

and you have been notified that Everyday Settlement applies.

We may withdraw your eligibility for Everyday Settlement by giving you 15 days' notice.

#### If your account is with us but Everyday Settlement does not apply

We settle all your electronic transactions up to settlement time, each weekday other than public holidays.

Transactions completed after settlement time, or on a weekend or public holiday, are processed on the next banking day.

#### If your account is with another financial institution

We credit or debit your transactions as soon as practical, depending on your financial institution's process.

### **eCommerce multi-currency settlement**

eCommerce multi-currency transactions are settled daily net of all fees, including: interchange fees, other scheme fees, CBA margin, GST, and any other chargebacks or refunds processed

## Part 2: Terms & conditions

against your facility. Where debit transactions exceed your credit transactions processed on any given day, your settlement account will be debited for the difference in the settlement amount. If there are insufficient funds in your account to clear the settlement, we will attempt to contact you to deposit additional funds into your settlement account. If we are unable to contact you and the amount remains unsettled after 48 hours, we reserve the right to debit any other account to clear the negative settlement amount.

### **Manual transactions**

You must deposit the merchant copy of all manually-imprinted Mastercard/Visa transaction vouchers (complete with a Merchant Summary) within three banking days.

If your account is with us, we credit your account when we receive the deposit, but you may not be able to withdraw the money for three banking days to allow for clearing time.

If your account is with another financial institution, it will be credited as soon as possible after deposit.

All vouchers must be legible, complete and correspond with the Merchant Summary. You will not get paid for any unclear, missing or unreadable vouchers.

### **2.5.4 What you must pay us**

You must pay us (and we can debit your account with):

- any funds credited to your account in error
- any chargeback amounts
- fees
- any other amounts you owe us under this agreement
- any negative net settlement at the end of the day. This includes settlements for which refund turnover exceeds purchase and cash out turnover.

### **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.

If your account doesn't cover the amounts owed, we can:

- use our right of set-off (see 2.5.5 *Set-off*),
- demand that you pay the amount from some other source, or
- suspend your facility or, if you fail to place enough money in your account within 3 days, terminate your facility.

### **When you must compensate us**

In some situations we may incur a loss or cost specifically relating to your merchant facility. If such an event occurs you must compensate us for that loss or cost (except to the extent the loss is proven to have been caused by our negligence).

These situations include:

- if you don't comply with these terms and conditions in a material respect or any reasonable instructions we give you

## Part 2: Terms & conditions

- any error, fraud or negligence by you
- any dispute over goods or services between you and a customer
- use of your facility by anyone in a manner not authorised by you
- if you process an illegal transaction
- if there are excessive chargebacks on your facility (as determined by the card schemes)
- if a security breach occurs relating to your facility leading to disclosure of cardholder data.

### **Examples of compensation**

Things you may need to reimburse us for include:

- any fines or costs we have to pay under card scheme rules
- losses we suffer due to cardholder details being disclosed and us having to reimburse for unauthorised transactions
- any costs we incur to satisfy card scheme requirements, e.g. if we need to investigate security breaches or issues.

At any time, if you receive payment for goods or services prior to the delivery or provision of those goods or services, this raises additional business risks. We may require additional security to be held based on these additional risks.

#### 2.5.5 Set-off

If we can't debit your account for an amount you owe us, we can deduct the amount from any other account you have with us. We can do this without demanding payment in advance.

We can also place a hold on your account and refuse to let you withdraw funds if we reasonably believe transactions may be charged back, or transactions you have processed may incur any other liabilities, fees or costs.

#### 2.5.6 Forward delivery risk

Forward delivery risk is the risk that:

- a cardholder pays for a good or service to be delivered at a later date; and
- because that good or service is not later delivered, a chargeback is claimed and we need to reimburse the cardholder.

If your business involves card transactions for goods or services which are to be delivered at a later date, and therefore we have an exposure to you for forward delivery risk, we may require you to do one or more of the following:

- provide information on your transaction profile
- provide information for our credit assessment purposes
- provide security to us to cover forward delivery risk (i.e. the increased risk of chargebacks) and other amounts owing by you
- if transaction values increase, provide additional security to us.

You must provide information on your transaction profile on reasonable request and notify us if there is any change to your business that could increase the amount of sales that are not fulfilled at the time of the payment transaction.

## Part 2: Terms & conditions

### 2.6 Fees

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.

#### 2.6.1 When we deduct fees

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.

#### 2.6.2 Changes to fees

We may amend the fees from time to time by giving you notice in accordance with *2.8 Changing or ending the agreement*.

#### 2.6.3 Publishing fees

Fees which are payable by you must not be disclosed to third parties.

### 2.7 Chargebacks\*

Chargeback means you must reimburse us (and we can debit your account) for a transaction amount that we previously gave you credit for.

We can chargeback a transaction if:

- it is illegal
- the card was not valid at the time of the transaction
- the sales receipt has been altered without the cardholder's authority
- the cardholder did not authorise the transaction
- it was made using your own credit card
- the transaction amount is greater than your floor limit and you did not get an authorisation
- you breached a relevant term of this agreement
- authorisation for the transaction was declined for any reason
- the cardholder disputes liability for the transaction for any reason
- it represents the refinance of an existing debt or the collection of a dishonoured cheque.

When we receive a chargeback request from a cardholder's bank we follow the steps set out in *1.10.3 How the dispute process works*.

In section *1.10.4 Avoiding disputes* we explain how to minimise chargebacks.

\*Only applicable for Mastercard, Visa, China UnionPay and EFTPOS.

### 2.8 Changing or ending the agreement

#### 2.8.1 Changes

We can change any of the terms of this agreement (including your fees and the facility you use) at any time by giving notice.

If the change:

- introduces a fee or charge, we will give you notice of at least 30 calendar days
- increases a fee or charge, we will give you notice of at least 10 banking days

## Part 2: Terms & conditions

If the change relates to anything else, it will start on the date you receive the notice or any later date that we state in the notice. If you do not accept these changes you may end this agreement, subject to you continuing obligations under clause 2.8.5. In this clause, a change does not include changes to interchange and other scheme fees, changes of which are set externally. For current interchange fees, contact the relevant scheme website. For current scheme fees, contact us.

Please note: written notices are taken to be received on the sixth banking day after posting.

### 2.8.2 Suspending your facility

In any circumstance where we can end 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.

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

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

### 2.8.3 Either of us may end this agreement with notice

Either we or you may end this agreement, by giving the other 30 days' written notice, specifying a termination date (written notices are taken to be received on the sixth banking day after posting).

### 2.8.4 When we can end this agreement without notice

We can end this agreement immediately if:

- in your application (or at a later time), you give us information which is materially incorrect, misleading, or not fully disclosed
- we have reason to suspect (acting reasonably) that you have fraudulently processed transactions (e.g. refunds), or allowed fraudulent transactions to be processed through your facility. This includes processing fraudulent transactions on your own cards or cards of friends or associates.
- we reasonably consider that the risk of chargebacks, fraud or other losses relating to your facility is too high
- you cease business, become bankrupt or insolvent, have a receiver appointed, go into liquidation or enter into an arrangement with your creditors
- you close your account without first letting us know
- you breach any material terms of this agreement, or you repeatedly breach any term of this agreement.
- you have breached, or we reasonably suspect you of breaching, Australian privacy laws in a material respect
- where your facility has been inactive for greater than 3 months we will contact you to confirm whether you still require the facility. If we are unable to contact you, your facility will be deactivated. We will terminate your facility if it is inactive for greater than 12 months and where applicable a non-returned terminal fee may be charged.
- it is identified that you have used your merchant facility through any unapproved channels or products. i.e. you process card-not-present or eCommerce transactions without our prior written approval'

## Part 2: Terms & conditions

We will try to give you verbal or written notice before we end this agreement. If we can't contact you we can end it immediately.

### 2.8.5 What happens when the agreement ends

#### **Us**

When this agreement ends, we:

- are no longer obliged to accept payments on your behalf
- may enter your premises to repossess any unreturned equipment. We will try to give you reasonable notice. If we can't contact you we can enter your premises without notice
- may debit any outstanding fees to your account, including termination fees.

If we end the agreement, we will give the card schemes your details and the reasons why we ended it.

The card schemes may give this information to other financial institutions if you apply for a new facility. This information may then affect your ability to get that facility.

#### **You**

When this agreement ends you must:

- not process any further transactions
- maintain an account for 180 days so that we can continue to charge fees and process chargebacks to your account
- continue to reimburse us for any chargebacks or other losses we reasonably incur
- return to us within 14 days all equipment and any other material we reasonably specify.

## **2.9 Miscellaneous**

### 2.9.1 Information

We may share your information with others as set out in our application form and our Privacy Policy available on our website.

We may also get from or give to any person involved in any card scheme, information about you for any purpose to do with the operation of that scheme.

You must tell us of any important changes in your business, such as your contact details, change of ownership, change in types of goods or services being sold.

You must provide us with any information we reasonably request and allow us to enter your premises to conduct any audits on giving you reasonable notice.

### 2.9.2 Notices

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)

## Part 2: Terms & conditions

- online – so long as you have not opted out, we can provide notices to you electronically by email 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 will use one of the other methods where we introduce a fee.

### 2.9.3 Governing law

This agreement is governed by the laws of the state in which your premises are located.

### 2.9.4 Code of Banking Practice

If you are an individual or small business as defined in the Code of Banking Practice, relevant provisions may apply to you.

### 2.9.5 Sale of business

If you sell your business, the new owner will need to apply for a new facility with us if they wish to continue using our merchant services. You can't transfer this facility without our consent.

### 2.9.6 Commissions

We may pay a commission to anyone that introduces your business to us. This may be a flat fee, or based on your transaction volume.

### 2.9.7 Severance

If any part of this agreement is found to be void or unenforceable for any reason, the rest of this agreement will continue to apply.

### 2.9.8 Use of BPOINT logos and trademarks

You are authorised (subject to any directions which we may give) to use the BPOINT logos, trademarks or names on bills and any other related material approved by us for the sole purposes of advertising your participation in and promotion of BPOINT to Customers.

You undertake to use only literature or promotional materials provided or approved in advance by us for the above purposes

If you use the BPOINT logo or word BPOINT you must:

- always use the complete BPOINT logo Mark design and not use any variations to the word Mark "BPOINT" (the word Mark "BPOINT" may be used without the BPOINT logo Mark design; and the BPOINT logo Mark design may be used without the word Mark "BPOINT");
- not use the term "BPOINT" in the possessive or as an adjective (e.g. not use the terms "BPOINT's customers" or "BPOINT billers"); and

### 2.9.9 Downloading material from our sites

Any material developed or provided by us, including logos, marketing material, file specifications and technical specifications, which you download from Bank websites (Bank Material) is owned by us and/or our licensors. You may only use the Bank Material for the purpose of receiving payment through BPOINT.

You should access Biller reports each Banking Business Day in order to apply payments received and monitor approved and declined transactions for reconciliation purposes. Biller Reports are available from your electronic banking channel but may relate to transactions on the prior Banking Business Day.



# Part 3: Optional products

### 3.1 About this part

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

- XPOS – this enables you to sell a broad range of products and services offered by other providers (e.g. pre-paid mobile phone top-ups) 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.
- Pi and CommBank Small Business Applications – enables you to perform additional functions through our Albert, Leo or Emmy terminals and apps which you can download to your Albert Terminal or Mobile Device.
- eCommerce Value Added Services – enables you to conduct a range of additional functions from our suite of online merchant facilities

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

### 3.2 XPOS

If you use XPOS, we will give an *XPOS Operator's Guide*. You must follow all the instructions in that guide.

#### 3.2.1 Products you can sell through XPOS

You can use XPOS to sell a wide variety of products, including:

- mobile and internet recharge docketts
- toll road top-ups
- tickets to theme parks and attractions.

#### 3.2.2 Third parties

We provide XPOS to you through Touch Networks. Touch manages the day-to-day communications on our behalf, including giving you information about the products you can sell and the commissions you receive.

Touch is the intermediary for all XPOS products except Vodafone recharge services which are currently provided by e-pay. If you want to sell these products you need to enter a separate agreement with e-pay.

#### 3.2.3 Commissions we pay you

For every XPOS transaction you receive a commission based on the rates set by the providers of the products you sell. The commission rates are available on our website.

#### 3.2.4 Payments and settlement

XPOS products are provided by suppliers. When you sell an XPOS product, you receive payment from your customers. We debit your account weekly for the dollar amount of all sales and bill payments (less your commissions) and pass those amounts to the supplier or biller.

You can accept payment by card or by cash.

## Part 3: Optional products

You are responsible for any loss arising by way of dishonoured payment, chargeback or other failure to collect the full amount due from the customer for the XPOS product sale.

### 3.2.5 Processing requirements

You must not:

- require a customer to buy anything else as a condition of buying an XPOS product or making a bill payment
- process a 'cash out' as part of any bill payment transaction
- process a sale of an XPOS product or accept a bill payment unless the customer has made payment in full.

You must process transactions for each bill individually. Don't group bill payments together in aggregate amounts or bulk transactions.

### 3.2.6 You cannot reverse transactions

XPOS sale transactions cannot be reversed. If you enter a transaction in error, we can still debit your account for the amount of the transaction you have entered.

### 3.2.7 Product availability

We or the product provider may add or remove the availability of an XPOS product, or change the terms of the product, at any time.

We or the provider may impose daily sales limits or specified operating hours for the sale of certain XPOS products.

### 3.2.8 If a customer has a claim about XPOS products

If the customer has any issue with the product they've bought:

- don't, under any circumstances, refund their money
- tell them to call the relevant provider using the help desk number on the product voucher.

If the provider can't resolve the problem and tells the customer to return the product to you for a refund or exchange, contact the XPOS Help Desk on **1300 553 772**.

### 3.2.9 Operator/customer error

Make sure that the customer is certain of the product they want and pays for it before you print the voucher.

If you process a transaction in error we can still debit your account for the transaction amount.

In this situation these rules apply:

- once a telecommunications product of any kind or value is printed from the terminal, it becomes your property
- if the customer has paid you for the product, it becomes their property.

You can't issue a refund because of an error by you or the customer.

## 3.3 Currency conversion

### 3.3.1 Paying in a foreign currency

If you have been approved to perform currency conversion transactions, you may offer international card customers the opportunity to pay for your products or services in their foreign currency.

## Part 3: Optional products

Currencies that are available through this service include US dollars, NZ dollars, Euros, Canadian dollars, Great Britain Pounds, Hong Kong dollars, Singapore dollars and Japanese Yen.

We may pay you commissions on currency conversion transactions at the rate we specify from time to time.

### 3.3.2 Processing a currency conversion

When a valid international credit card is swiped through your terminal you will be given the option to select payment in either Australian dollars or in the cardholder's home currency.

You must:

- tell the cardholder that the currency conversion service is optional
- ask the cardholder which currency they would like to pay in (you can't make the currency choice on their behalf)
- tell the cardholder the Australian dollar value, the foreign currency value and the applicable exchange rate.

If the cardholder chooses to pay in their home currency, the transaction value is converted using the exchange rate quoted at the time of the transaction.

The cardholder's receipt will show both the Australian dollar and foreign currency amount, the conversion rate used, and an acceptance statement where the cardholder has agreed to pay in their home currency.

The foreign currency amount that appears on the receipt is exactly the same value that will appear on the cardholder's statement.

### 3.3.3 Deposits and other refundable transactions

Don't offer the cardholder the choice to pay in their home currency if you intend to refund the transaction in part or in full at a later date, e.g. if the transaction is a holding deposit. In these situations the transaction should always be processed in Australian dollars only.

Note: you can't process transactions in foreign currencies if the terminal is offline.

### 3.3.4 Settlement

For each day that you process foreign currency sales you will receive two different settlement amounts:

- the total of all currency conversion transactions conducted
- the total of all non-currency conversion Australian dollar sales.

There may be a delay in settling currency conversion transactions (e.g. due to delays in settlement by our contractors or overseas banks).

You can see details of your currency conversion transactions (including summaries and chargeback status) online using logon details we give you.

### 3.3.5 Refunds in overseas currencies

You must process refunds in the same currency as the original transaction, e.g. if the original transaction was in Australian dollars you mustn't offer the refund in the cardholder's home currency.

When the card is swiped and the terminal gives you the two payment options, you must tell the customer that the refund will be processed in their home currency and quote the Australian dollar value, foreign currency value and exchange rate.

## Part 3: Optional products

The refund amount, in the cardholder's home currency, may be higher or lower than the original purchase amount. This is because conversion rates are updated daily and it is likely that the rate on the day of the purchase will be different to the rate on the refund date.

Please note that this is not different from processing a refund using an international card in Australian dollars – Mastercard and Visa foreign exchange rates change daily and therefore, refund amounts will be different if completed on a different day.

### 3.4 MediClear

If you use MediClear, we will give you a *MediClear Operator's Guide*. You must follow all the instructions in that guide.

#### 3.4.1 Co-operation

MediClear services are provided to you under arrangements with Medicare. You must co-operate with us, Medicare and/or the Commonwealth Ombudsman in relation to the investigation of any complaint or other issues relating to the MediClear services.

#### 3.4.2 Sharing information

You agree that:

- the transaction information is confidential to Medicare and subject to the obligations we have to Medicare
- we can use and disclose any transaction information you provide in connection with performing our obligations and exercising our rights under our agreement with Medicare
- you can only use or disclose transaction information for the purpose of processing the transaction
- to the extent you have any rights in the transaction information, you grant us a perpetual irrevocable licence to exercise those rights.

You also agree that we can disclose information about you to Medicare. Medicare may also disclose that information in accordance with our agreement with them.

#### 3.4.3 Processing MediClear transactions

You must:

- always display the MediClear materials in a prominent position at your premises
- always give your patient the electronic receipt produced by the MediClear facility for each MediClear transaction you process.

#### 3.4.4 Availability of MediClear services

We will try to give you notice of any changes in relation to Medicare services, but under the terms of the agreement we have with Medicare, we may sometimes have to make changes within timeframes specified by Medicare and without notice to you.

#### 3.4.5 Settlement

When you lodge Medicare or health fund claims through MediClear, Medicare and the health fund are responsible for transferring funds to your nominated account.

We are not responsible for settlement.

## Part 3: Optional products

### 3.4.6 Suspension and termination

We can suspend your MediClear facility at any time where the MediClear services have been suspended by Medicare.

We can terminate your MediClear facility at any time if our agreement with Medicare is terminated, or if any of your acts or omissions put us in breach under our agreement with Medicare.

We can also suspend or terminate your MediClear facility for other reasons (see 2.8.2 *Suspending your facility*)

When your MediClear facility terminates, you must remove all MediClear materials and stop processing MediClear transactions immediately.

### 3.5 HealthPoint

If you use HealthPoint, we will give you a HealthPoint User Guide. You must follow all the instructions in that guide.

#### 3.5.1 Co-operation

HealthPoint services are provided to you under arrangements with Computer Sciences Corporation (CSC). You must co-operate with us, CSC and/or the Commonwealth Ombudsman in relation to the investigation of any complaint or issues relating to the HealthPoint services.

#### 3.5.2 Sharing information

You agree that:

- the transaction information is confidential to CSC and subject to the obligations you have with CSC
- we can use and disclose any transaction information you provide in connection with performing our obligations and exercising our rights under our agreement with CSC
- you can only use or disclose transaction information for the purpose of processing the transaction
- to the extent you have any rights in the transaction information, you grant us a perpetual irrevocable licence to exercise those rights.

You also agree that we can disclose information about you to CSC. CSC may also disclose that information in accordance with our agreement with them.

#### 3.5.3 Processing HealthPoint transactions

You must:

- always display the HealthPoint materials in a prominent position at your premises
- always give your patient the electronic receipt produced by the HealthPoint facility for each HealthPoint transaction you process.

#### 3.5.4 Availability of HealthPoint services

We will try to give you notice of any changes in relation to HealthPoint services, but under the terms of the agreement we have with CSC, we may sometimes have to make changes within timeframes specified by CSC and/or the private health funds and without notice to you.

#### 3.5.5 Settlement

When you lodge private health fund claims through HealthPoint, CSC and the private health fund are responsible for transferring funds to your nominated account.

## Part 3: Optional products

We are not responsible for health fund claim settlement.

### 3.5.6 Suspension and termination

We can suspend your HealthPoint facility at any time where the HealthPoint services have been suspended by CSC.

We can terminate your HealthPoint facility at any time if our agreement with CSC is terminated, or if any of your acts or omissions put us in breach under our agreement with CSC.

We can also suspend or terminate your HealthPoint facility for other reasons (see 2.8.2 Suspending your facility).

When your HealthPoint facility terminates, you must remove all HealthPoint materials and stop processing HealthPoint transactions immediately.

### 3.6 Pi and CommBank Small Business Applications

Clause 3.6.1 applies only to users of an Albert Terminal.

Clause 3.6.2 applies only to users of the CommBank Small Business Application and a Mobile Terminal.

The remainder of this clause 3.6 applies to all users who access any of these services.

#### 3.6.1 Pi Platform

The Albert terminal is a custom-built multifunctional terminal that allows you to accept payments, download apps from the Pi AppBank and create and upload your own apps (Albert Terminal). Our Pi AppBank hosts apps developed by us and by third party developers.

#### Apps

If you download an app from the Pi AppBank, you will need to accept the terms and conditions for that app. We will debit your Account for fees payable under the terms and conditions for each app you purchase through the Pi AppBank, including from third party developers. We may receive commissions or fees from developers or providers of apps as a result of your purchase or use of their apps.

If you have authorised us to debit third party developer's fees from your account, we may provide those developers with information concerning your download and usage of the developers' app in connection with the payment and calculation of those fees.

If you have any questions on the functionality of an app, or a dispute in connection with an app, you should contact the developer of that app set out in the terms and conditions for that app. We are not responsible for the performance or availability of apps created by a third party developer. We may remove or prevent access to an app if we consider it necessary, for example due to security concerns. If you wish to create and upload your own app, you will need to accept the developer terms and conditions.

#### 3.6.2 CommBank Small Business Application

The CommBank Small Business Application is designed for small business and enables merchants to electronically create Billing Material using their Mobile Terminal linked to their compatible mobile smartphone or tablet device and to email them to themselves and their customers. It also enables acceptance of payments through BPAY electronic payment services. Merchants can process Transactions with a customised Mobile Terminal linked to their compatible mobile smartphone or tablet device.

## Part 3: Optional products

### Using a compatible Mobile Device

You can only use your compatible Mobile Device to connect to your Mobile Terminal. From time to time we may vary the types of compatible Mobile Devices which we list on our website. You are responsible for downloading from the website approved by us to your Mobile Device all software needed to connect to your Mobile Terminal and to use the CommBank Small Business Application.

### Billing Material

You are responsible for the accuracy of the information in both the Billing Material and email addresses. You are also responsible for the security and storage of Billing Material and information and messages created by you.

### Use of BPAY\* to receive payments

You acknowledge that, before we agree that you can receive payments through the electronic payments service (BPAY) promoted by BPAY Pty Limited ABN 69 079 137 518, you must agree to the BPAY Sub-Biller Agreement and have received a copy of the Operations Manual. You must perform all your obligations as a participating biller as set out in the Operations Manual and otherwise comply with the terms of the BPAY Sub-Biller Agreement. On termination of this agreement or the BPAY Sub-Biller Agreement, you must immediately advise your customers that they can no longer make payments through BPAY.

#### 3.6.3 Terminal

In this agreement each reference to terminal includes a reference to Albert, Emmy, Leo or any other terminal issued by us.

#### 3.6.4 Instruction manual

We issue instructions or manuals, which you must follow, explaining how to:

- access the Pi Platform and use your Albert Terminal; and/or
- access the CommBank Small Business Application and use your Mobile Terminal.

We may change these instructions or manuals from time to time. If we do this, we will publish a notification on the CommBank website or send you a notice.

#### 3.6.5 Software

We may from time to time update the software needed to use your Albert Terminal, your Mobile Terminal, the Pi Platform or the CommBank Small Business Application (for example to enhance security or to provide additional features). We may require you to download updates to the software to continue to access these services. We may temporarily remove or prevent access to or use of the software if we reasonably consider it necessary, for example to install a security patch or upgrade. We are not liable if a third party prevents access to or removes the software from an apps store for any reason but we will endeavour to restore access to the software as soon as reasonably practical.

#### 3.6.6 Telecommunication costs

You are responsible for any charges imposed by your telecommunications provider for accessing the Pi Platform or CommBank Small Business Application or to use your Albert Terminal or Mobile Terminal with your compatible mobile smartphone or tablet device, including call costs and data costs associated with downloading software.

## Part 3: Optional products

### 3.6.7 Security and privacy

You must take steps reasonably necessary to stop unauthorised access to your apps and your terminal or compatible mobile smartphone or tablet device, including information relating to your customers. If you link a terminal to a WiFi network, the network must be secured with a password which is different to the factory default and which must not be disclosed to your customers or members of the public. You must comply with Australian privacy laws. You are responsible for the security of apps downloaded to your terminal or Mobile Device.

For CommBank Small Business Application users, you must not leave your compatible mobile smartphone or tablet device unattended and left connected to the CommBank Small Business Application or Mobile Terminal. When not in use, you must lock your compatible mobile smartphone or tablet device using a password known only to you.

### 3.6.8 Trademarks and copyright

You acknowledge and agree that the CommBank, BPAY, Albert, Pi, Leo and Emmy trademarks and logos and other product and service names (Trademarks) are our trademarks and that you will not display or use the Trademarks other than in marketing materials provided by us which you must not add to or alter in any manner. You must comply with any written direction received from us in respect of the use of the Trademarks. Any material developed or provided by us, including software, logos, marketing material, file specifications and technical specifications, which you download from our websites (Bank Material) is owned by us and/or our licensors and may be subject to protection by copyright laws, or laws protecting trademarks and trade. Except as otherwise expressly stated in the Terms and Conditions, you may only use the Bank Material for the purpose of receiving payment through your Albert Terminal or Mobile Terminal and, in respect of the CommBank Small Business Application, to send Billing Material to your customers and to yourself. You may only use any marketing material solely to promote your ability to accept payments through your Albert Terminal or Mobile Terminal. You acknowledge and agree that we and/or our licensors retain all intellectual property rights of the Bank Material and you must not use the Bank Material in any manner that would infringe, violate, dilute or misappropriate any such rights. On termination of this agreement, your right to use Bank Material ceases and, for CommBank Small Business Application users, you must remove it from your compatible mobile smartphone or tablet device.

### 3.6.9 Communication or service failure

We do not warrant that the Pi Platform, apps created by a third party developer or the CommBank Small Business Application we provide will be fault free or that any problem with the Pi Platform or the CommBank Small Business Application can be solved immediately or quickly. You acknowledge that those services may rely on factors outside our control. We will use reasonable endeavours to overcome any fault in the services we provide to you as quickly as possible. We are not liable to you for any direct or consequential losses which arise from disruptions to our systems or processes. We are not responsible for any applications provided by developers other than ourselves (and whether or not downloaded from the Pi App bank) to your Albert Device or compatible mobile smartphone or tablet device. We can't control the operations and systems of other institutions or telecommunication providers, and we're not liable to you for any loss from disruptions to the operations or systems of those institutions or providers.

**Billing Material** means quotations, invoices, receipts and payment information.



## Part 3: Optional products

**Compatible mobile smartphone or tablet device** means the compatible internet connected device (for example a compatible mobile phone or tablet device) you use to link to your Mobile Terminal.

**Mobile Terminal** means an Emmy or Leo terminal or any replacement terminal provided to you by us.

\*BPAY is a registered trademark of BPAY Pty Ltd

### 3.7 eCommerce value add services

#### 3.7.1 Activating your eCommerce merchant facility

To access and use your eCommerce merchant facility, you will be allocated a user name and after first logging in using a password we send you, you must choose a password (which meets our security requirements).

You must use your user name and your password each time you wish to access and use this service.

To make, change or delete a payment to us, you must input your user name and password.

You must ensure that your password is kept secure at all times and is not disclosed to any other person. If another person knows your user name and password they can access your information and conduct transactions as if they are you. You must tell us promptly if you are aware or suspect that your password is known to another person and must also promptly change your password

Access to your information and transactions made by inputting your user name and password are deemed to be authorised by you unless they occur after you have told us that you are aware or suspect that your password is known to another person.

- You are responsible for ensuring the security of your computer and internet access when accessing the service, including using up to date anti-virus and internet security software.
- All information on the service is believed to be accurate and has been provided in good faith to the Bank but the Bank makes no representation or warranty as to the accuracy or completeness of the information available through this service.

#### 3.7.2 Your online website obligations

You must ensure that all content you place on your website, and our hosted page services is materially accurate and not misleading or deceptive, does not violate or infringe on the rights of any third party, is not libellous, threatening or obscene and complies with all applicable Australian and international laws and regulations.

You indemnify us and our suppliers, and shall keep us and our suppliers indemnified, against any claim by a third party that any uploaded material breaches a third party's intellectual property.

#### 3.7.3 If you are a Direct Debit User

If we agree to you receiving Payments through the bulk electronic clearing system administered by the Australian Payments Clearing Association Limited you agree to be bound by our Receivables Terms and Conditions which are available on [www.commbank.com.au](http://www.commbank.com.au)

#### 3.7.4 Your customer terms and conditions

You must publish terms and conditions that have been approved by us, for your customers, if you are processing debits from their bank accounts. Any change to the terms and conditions must be approved by us and must be notified to your customers 14 days in advance.

## Part 3: Optional products

### 3.7.5 Tokenisation

To store scheme credit card, scheme debit card, charge card or bank accounts in our Tokenisation service you must provide us with those records of your customers':

- scheme credit card particulars;
- scheme debit card particulars;
- charge card particulars; and
- bank account particulars, which are to be stored by us through our Tokenisation platform.

The record provided to us must be in the format approved by us.

On receipt by us of the records, we will allocate an identifying number (token) to the relevant scheme credit card, scheme debit card, charge card or bank account particulars of each Customer identified in such record and retain that record until advised by you or on termination of the merchant facility.

We will make available to you the tokens allocated by us corresponding to each of your customers whose particulars you have supplied to us in our usual format.

By providing us with the token of your customer with an instruction to obtain a payment, you are deemed to have provided us with that Customer's relevant scheme credit card, scheme debit card, charge card or bank account particulars.

### 3.7.6 Schedule payments

To use the Schedule Payments service you or your Customer must set up a schedule of payments and provide us with details of the scheme credit card, scheme debit card, charge card or bank account to be debited.

By providing us with a schedule and the scheme credit card, scheme debit card, charge card, bank account or token, you authorise us and we undertake to schedule your customer's payments and process the transactions automatically without having to further instruct us.

You must advise us of any change to Scheduled Payments no later than 11:30pm AEST the day prior to the day the payment is scheduled to be processed.

### 3.7.7 Delays

We will not be in breach of this agreement merely because of a delay in the processing of payments, including because our systems are not working and will not be liable to you for any such delay.

## Part 4: Meaning of words

# Part 4: Meaning of words

This part lists some key terms used in the document and what they mean.

When we refer to a document, including this agreement, this includes any variation or replacement of that document.

Where we give examples of something this does not limit other situations that may also apply.

### **Banking day**

A weekday other than a day that is a public holiday.

### **BPOINT**

The service we offer for the processing of payments by Customers by debit entries to credit or debit accounts held with a financial institution or any other payment method made available from time to time under this agreement to credit to your account.

### **Card**

Any debit or credit card, but not a charge card.

### **Card-not-present**

This includes online transactions and transactions by mail order or phone.

### **Card Scheme**

The Mastercard and Visa card schemes. These schemes publish rules that apply to entities like us that process card transactions on behalf of merchants.

### **Card security code**

The last three digits printed on the signature panel on the back of a card used in a card-not-present situation to confirm that the customer is holding the actual card (also known as the “CVC2” or “CW2”).

### **Cardholder**

A person to whom a card is issued at the accountholder’s request.

### **Correction**

A transaction to correct a processing error. It does not include the processing of Customer Claims.

### **Credit card**

A Mastercard or Visa including a card scheme debit where the transaction is processed through Mastercard or Visa.

### **Customer Claim**

A claim by a Customer for a refund of a payment (made using BPoint) for any reason.

### **Facility**

Means your merchant facility and includes using terminals, online solutions and optional products (such as XPOS).

### **Fee Schedule**

Any list or notice of fees we provide to you.

## Part 4: Meaning of words

### **Illegal transaction**

A transaction which is contrary to applicable laws or not permitted under card scheme rules as notified to you.

### **Payment**

A payment made, or to be made, by or on behalf of a Customer to you through BPoint which is credited, or to be credited, to an account of yours.

### **Public holiday**

A day which is a public, bank or special holiday.

### **This agreement**

The agreement between you and us regarding your facility and any related services, as set out in this document.

### **Transaction**

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

### **We**

Commonwealth Bank of Australia ABN 48 123 123 124

### **You**

The person we approve as the “merchant” when we process your application form. If there is more than one, “you” means each person separately as well as every two or more of them jointly. Where we refer to “you” doing something, this also includes anything your employees or anyone else acting on your behalf does.

### **Your account**

The bank account you must maintain under this agreement, and where the context permits includes any separate account we permit under section *2.5.1 Maintaining an account*.

## Part 5: Where to get help

Here are the contact details to use.

Help or advice on operating your facility	
Online	<a href="https://commbank.com.au/merchantsupport">commbank.com.au/merchantsupport</a>
General Enquiries	Freecall <b>1800 230 177</b> 24 hours, 7 days
Stationery ordering	<a href="https://commbank.com.au/eftposstationery">commbank.com.au/eftposstationery</a>
Suspected Credit Card Fraud	Call <b>13 26 36</b> and press 1. 24 hours, 7 days
XPOS Helpdesk	To report XPOS faults or for instructions on how to process XPOS transactions Call <b>1300 553 772</b>
Obtaining authorisation for manual transactions over your floor limit	
Debit Card Authorisation	Freecall <b>1800 813 700</b> 24 hours, 7 days
Credit Card Authorisation	Call <b>13 26 36</b> 24 hours, 7 days
Credit/Charge Card Authorisation (if applicable to your facility)	American Express and JCB <b>1300 363 614</b> 8.00am – 6.00pm (AEST), Monday – Friday Diners Club <b>1300 360 500</b> 24 hours, 7 days

