

# Merchant Choice Routing Terms and Conditions

Last updated October 2023

If a Merchant has been sent a Migrating Customer Notice, and before the 'Migration Date' under that notice the Merchant has enabled Merchant Choice Routing, these Merchant Choice Routing Terms and Conditions form part of the Merchant's Agreement with Worldline Australia Pty Ltd (**Worldline**). Capitalised words are defined in the General Conditions.

- (i) These terms and conditions apply where the Merchant has requested Worldline provide the Merchant with Merchant Choice Routing capability for Eligible Merchant Products and Worldline has agreed to provide such capability. Worldline reserves the right, acting reasonably, to decline the Merchant's request for Merchant Choice Routing capability (taking into account, for example, the type of the relevant Merchant Facility or Merchant Product).
- (ii) The Merchant acknowledges that when Merchant Choice Routing is activated, contactless transactions using a Relevant Multi-Network Card, where at the time the transaction is processed Worldline is able to correctly identify it is a Relevant Multi-Network Card, will be routed to eftpos. Neither the Merchant nor the Cardholder will have the ability to change the routing of a Relevant Multi-Network Card or Transaction at the time the contactless transaction is processed.
- (iii) The Merchant acknowledges that if it chooses to activate Merchant Choice Routing, it must contact Worldline to make this request. The Merchant will be informed whether the request has been approved and, if it has, of the applicable timeframe to activate Merchant Choice Routing. The Merchant acknowledges that the activation may not be immediate. The Merchant acknowledges that Worldline may instruct the Merchant to take additional steps to ensure activation is effective. For example, the Merchant may need to upgrade, restart or reconnect their Electronic Terminals for Merchant Choice Routing to become effective.
- (iv) Once activated, Merchant Choice Routing will remain in effect across all the Merchant's Eligible Merchant Products until deactivated in accordance with this Condition. The Merchant cannot opt to activate or deactivate Merchant Choice Routing on selected Eligible Merchant Products only.
- (v) The Merchant acknowledges that the decision to activate or deactivate Merchant Choice Routing is its own decision and agrees that to the extent permitted by Law, but without limiting any statutory warranties under the Australian Consumer Law, Worldline will not be responsible for any loss or damage suffered by the Merchant or a Cardholder as a result of Merchant Choice Routing or the failure of the Merchant to undertake activation or deactivation steps in accordance with instructions provided by Worldline except to the extent that any such loss or damage is caused by Worldline's gross negligence, mistake, wilful default or fraud. It is the Merchant's responsibility to assess, on an ongoing basis, whether activation of Merchant Choice Routing is the right choice for its business (taking into account, for example, changes to Fees and Charges).
- (vi) The Merchant acknowledges that Worldline may, at its discretion and from time to time, provide the Merchant with reporting about its Merchant Facilities which may include data regarding Merchant Choice Routing. The Merchant acknowledges and agrees that this does not constitute financial advice by Worldline and does not take into account the Merchant's commercial objectives, financial situation or needs. The Merchant agrees, before deciding whether to activate or deactivate Merchant Choice Routing, to consider its own commercial objectives, financial situation or needs and agrees that it is not relying on any representation, modelling or forecasting provided by Worldline.
- (vii) The Merchant agrees that where Merchant Choice Routing is activated, it will explain to Cardholders about the routing of Transactions and the consequences of routing via eftpos and will comply with all directions, recommendations and guidance issued by a Nominated Card Scheme or by a regulatory or Government body or authority regarding communications to Cardholders.
- (viii) The Merchant acknowledges and agrees that, to the extent permitted by Law or any regulatory requirements, any complaints from Cardholders regarding the routing of Transactions via eftpos rather than an international card scheme will be handled by the Merchant.
- (ix) The fee applicable to Debit Transactions as detailed in the Agreement will be applicable to all Transactions routed via eftpos in accordance with your Merchant Choice Routing direction and this Condition.
- (x) Worldline reserves the right to temporarily suspend or permanently deactivate the Merchant's Merchant Choice Routing capability and to revert to default transaction routing options, where Worldline considers this reasonably necessary. Worldline will provide the Merchant with reasonable notice of the suspension or permanent deactivation of Merchant Choice Routing. However, Worldline reserves the right to suspend or permanently deactivate Merchant Choice Routing capability immediately without notice if any of the events listed in Condition 42(ii) of the General Conditions occurs or where Worldline otherwise considers the suspension or permanent deactivation reasonably necessary.
- (xi) If the Merchant wants to deactivate Merchant Choice Routing, it must contact Worldline to make this request. The Merchant will be informed of the applicable timeframe to deactivate Merchant Choice Routing at the time the request is made and the Merchant acknowledges that deactivation may not be immediate. The Merchant acknowledges that Worldline may instruct the Merchant to take additional steps to ensure deactivation is effective. For example, the Merchant may need to upgrade, restart or reconnect their Electronic Terminals to deactivate Merchant Choice Routing.
- (xii) At any time, Worldline may cease to offer Merchant Choice Routing capability and will provide written notice to the Merchant.