ANZ WORLDLINE
Payment Solutions

General Conditions Merchant Services

For Migrated Merchants

09.26

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1. These General Conditions

These General Conditions are part of your Agreement with Worldline.
The Agreement ("**Agreement**") consists of:

(i) Services Form;
(ii) Contract Modules;
(iii) General Conditions;
(iv) any Special Conditions set out in the Services Form, Contract Modules, any other document forming part of your Agreement or otherwise agreed in writing by the Merchant and Worldline to be Special Conditions;
(v) the ANZ Secure Gateway, ANZeGate, ANZ ePOS Merchant Operating Guide; and
(vi) any documents relating to Security (where applicable), as varied from time to time, in accordance with these General Conditions.

Please read the Agreement carefully and keep a copy for your records.

Some words and expressions used in this Agreement have special meanings as set out in Condition 2. Please refer to Conditions 2 and 3 when reading this Agreement.

Each party must act reasonably in determining any matter or exercising any discretion or contractual right or power, under or in connection with the Agreement.

2. Meanings of words and expressions

In the Agreement:
"**Agreement**" means the agreement constituted by the Merchant's acceptance of Worldline's offer on the terms and conditions set out in the documents referred to in Condition 1, as varied from time to time.
"**ANZ**" means Australia and New Zealand Banking Group Limited ABN 11 005 357 522.
"**Application**" means the application form (or other mode of application permitted by Worldline from time to time) completed, and submitted to Worldline, by the Merchant for the Merchant Facilities and, for the avoidance of doubt, includes all supporting documentation provided to Worldline in connection with the Merchant's application.
"**Australian Business Number**" **(ABN)** has the same meaning as in A New Tax System (Australian Business Number) Act 1999 (Cth).
"**Authorised Floor Limit**" means the total value of sales or payment which the Merchant is authorised to make to a Cardholder in any one Transaction where the Transaction is not processed online (excluding any Transactions processed in Back-Up Mode).
"**Back-Up Mode**" means the mode that enables the Merchant to accept Transactions when the Electronic Terminal is unable to connect to Worldline's platform or when the acquiring platform is unavailable for another reason. For each Transaction that is to be processed in Back-Up Mode, the Merchant must approve the Transaction being processed or decline to process it in Back-Up Mode.
"**Business Day**" means every day except Saturdays, Sundays and public holidays in Melbourne, Victoria.
"**Cardholder**" means a person issued with a Nominated Card or authorised to use a Nominated Card.
"**Card Present Transaction**" means any Transaction where the Cardholder and their Nominated Card are present.
"**Chargeback**" means a Transaction that Worldline, whether initiated by a Cardholder or the Cardholder's issuing bank or otherwise, charges back to the Merchant in accordance with Condition 12.
"**Compliance Requirements**" means all applicable Laws and the requirements of all applicable Nominated Card Schemes and regulatory bodies and includes the PCI DSS and any requirements of the Australian Payments Network.
"**Contract Module**" means each document titled 'Contract Module' provided by Worldline to the Merchant detailing, among other things, the products and services Worldline will provide to the Merchant under the Agreement and the applicable pricing.
"**Credit Transaction**" means a Transaction where payment is made by a card issuer of a Nominated Card (being a credit card) on behalf of the Cardholder under a credit card contract between the Cardholder and the Nominated Card issuer in discharge of the Cardholder's debt for goods or services supplied by the Merchant to the Cardholder
"**CVV2**" means Card Verification Value and may be described as CVC, CVC2, CVV, CVV2 or CID, being the 3 or 4 digit number on the Nominated Card.
"**DCC Service**" means the Dynamic Currency Conversion service by which the amount of a Transaction can be converted at the virtual or physical point of sale from Australian Dollars to the currency of the country in which the Nominated Card is issued, enabling the Cardholder to pay in that currency.
"**Debit Transaction**" means a Transaction where payment is made by debiting funds in an account which is authorised for access by the Cardholder's Nominated Card.
"**eftpos**" means the domestic eftpos network provided by eftpos Payments Australia Limited.
"**Electronic Terminal**" means any electronic device or equipment (including where applicable a portable electronic device or equipment (such as cables and peripherals) but not including an automatic telling machine), for processing Transactions using Nominated Cards and for initiating the credit or debit of funds to facilitate the settlement of those Transactions.
"**Eligible Merchant Products**" means those Merchant Facilities nominated by Worldline from time to time as being eligible for Merchant Choice Routing.
"ePortal" means a Worldline central administration hub for Merchants provided to select group of Merchants authorised by Worldline through which it provides the Merchant with multiple reporting options and allows the Merchant to manage Transactions through a number of self-service features. The features and services included in the ePortal and their use are described in the ePortal Merchant Operating Guides. "Merchant User" means each employee of the Merchant authorised by the Merchant to access and use the ePortal on the Merchant's behalf.
"**Guarantor**" means a person who has given, gives or is to give a Security and includes the person's executors, administrators, successors and transferees.

"**Insolvency Event**" means any of the following:

(a) the Merchant or any Guarantor has a receiver, receiver and manager, mortgagee in possession or voluntary administrator appointed to it or any of its assets;
(b) the Merchant or the Guarantor becomes subject to any other form of external administration or becomes subject to a restructuring under Part 5.3B of the Corporations Act 2001 (Cth);
(c) a resolution is passed for winding up of the Merchant or any Guarantor or an order is made for winding up of the Merchant or any Guarantor;
(d) an application for winding up of the Merchant or any Guarantor is presented, which relates to an amount of money owed by the Merchant or any Guarantor which is not bona fide in dispute;
(e) the Merchant or a Guarantor takes steps towards publicly promoting a scheme of arrangement;
(f) the Merchant or a Guarantor takes steps towards publicly promoting a "safe harbour" pursuant to 588GA of the Corporations Act 2001 (Cth);
(g) the Merchant or a Guarantor becomes "insolvent" or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due (as defined in the Corporations Act 2001 (Cth));
(h) a reputable credit provider, credit reporting agency or other reputable financial institution reports that, in their opinion, the Merchant or any Guarantor is insolvent and unable to meet its financial commitments as they fall due;
(i) if a creditor of the Merchant or any Guarantor seeks to expropriate, levy attachment, sequestration, distress or otherwise seeks to enforce against any asset of the Merchant or any Guarantor;
(j) if the Merchant is a partnership, the partnership is dissolved or the Merchant or any Guarantor resolves to dissolve the partnership; or
(k) if the Merchant is an individual, the Merchant or Guarantor becomes, or is declared, bankrupt or dies.

"**Internet**" means the public on-line computer network of that name or any successor of it.
"**Invalid Transaction**" means a Transaction that is invalid under Condition 11.
"**Key**" means a key which unlocks an Electronic Terminal from a Terminal Stand or Terminal cable.
"**Law**" includes any law, statute, regulation, ordinance, proclamation, by-law or statutory instrument or order, including codes of conduct issued by regulatory bodies or the requirements, regulations, rules or by-laws of any Nominated Card Scheme or requirements of a regulatory, administrative, government, enforcement or supervisory authority, court or tribunal.
"**Liability**" means any debt or monetary liability or any other claim which is capable of being reduced to or expressed as a monetary liability.
"**Material Adverse Effect**" means a material adverse effect on:

(a) the Merchant's ability to comply with its obligations under the Agreement; or
(b) the Guarantor's ability to comply with its obligations under the Security; or
(c) the rights and remedies of Worldline under the Agreement; or
(d) the business, operation, property, condition (financial or otherwise), cashflows or prospects of the Merchant's business; or the effectiveness or priority of any Security or Security Interest granted under the Agreement; or
(e) the validity or enforceability of any document that forms part of the Agreement.

"**Merchant**" means the person named as Merchant in the Services Form.
"**Merchant Account**" means any account nominated by the Merchant to be used for the purposes of this Agreement (including settlement, Chargeback or billing purposes).
"**Merchant Choice Routing**" means a service which, directs contactless transactions made using a Relevant Multi-Network Card through the domestic eftpos network and not through an international card scheme network (e.g. Visa or Mastercard).
"**Merchant Facilities**" means the services and facilities Worldline makes available to the Merchant under the Agreement.
"**Merchant Operating Guide**" means each current merchant operating guide which is provided by Worldline to the Merchant, as varied from time to time.
"**Merchant Portal**" means Worldline's central administration hub for Merchants through which it provides the Merchant with multiple reporting options and allows the Merchant to manage Transactions through a number of self-service features. The features and services included in Merchant Portal and their use are described in the Merchant Operating Guides.
"**Merchant User**" means each employee of the Merchant authorised by the Merchant to access and use the Merchant Portal on the Merchant's behalf.
"**Migrated Customer Notice**" means the notice published on Worldline's website and/or sent to Merchants for the Merchant Facilities containing the offer made by Worldline to that Merchant for the Merchant Facilities on Worldline's platform.
"**MOTO**" means mail order, telephone order or internet order Transaction, but does not include a Transaction processed as card not present Transaction, utilizing ANZ Secure Gateway, ANZ eGate and ANZ ePOS Products or any other ecommerce product offered by Worldline.
"**Multi-Network Card**" means a Nominated Card which is a debit card which supports both an international card scheme network (e.g. Visa or Mastercard) and the domestic eftpos network and includes a card provisioned to a mobile wallet.
"**Nominated Card**" means any physical or virtual payment means which can be used to perform electronic payment transactions including debit cards (such as eftpos, Visa Debit or Mastercard Debit, credit cards (such as Visa, Mastercard, American Express) and alternative payment means whether or not based on a mobile application (such as Alipay, WeChatPay, PayPal or Osko) described in the Services Form and/or any other such payment means authorised by Worldline for the purposes of the Agreement and notified to the Merchant in writing.
"**Nominated Card Scheme**" means any scheme established to manage and establish standards and procedures for the issuance and acceptance of Nominated Cards and the settlement of Transactions and includes the Australian Payments Network and any other payment industry body notified to the Merchant from time to time.
"**Nominated Provider**" means a third-party service provider engaged by Worldline to carry out certain functions or activities connected with the Merchant Facilities or any obligation of Worldline under this Agreement.
"**PCI DSS**" means the Payment Card Industry Data Security Standard applicable from time to time.
"**Premises**" means the various locations or location where the Merchant conducts business and is authorised by Worldline to accept Nominated Cards.
"**PPSA**" means the Personal Property Securities Act 2009 (Cth).
"**PPSA terms**" (unless the contrary intention appears in these General Conditions) the following terms used in the context of the PPSA, have the same meaning as in the PPSA: account, amendment demand, chattel paper, commercial consignment,

control, financing statement, financing change statement, perfect, personal property, PPS lease, purchase money security interest, serial number, verification statement.
"Reasonable Identification Details" means:

(a) the Cardholder's name (as it appears on the card);
(b) the Cardholder's home address (not a PO Box);
(c) delivery address (if not same as home address);
(d) the Cardholder's signature (unless the order is made via the Internet); and
(e) the Cardholder's contact telephone number.

"**Recurring Transaction**" means Transactions that occur where a Merchant has an ongoing signed authority from the Cardholder to process Transactions against a Cardholder's Nominated Card (as applicable).
"**Representative**" means each party's representative with authority to represent it as notified to the other party from time to time.
"**Rebate**" means the rebate, if any, specified in the Contract Module which is paid to the Merchant in respect of Transactions processed using the DCC Service.
"**Refund**" means, in respect of a sales Transaction, the reversal in accordance with the Merchant Operating Guides of that sales Transaction.
"**Relevant Multi-Network Card**" means a Multi-Network Card which has been set up in a manner which allows Eligible Merchant Products to identify and route contactless transactions via the domestic eftpos network.
"**Representative**" means each party's representative with authority to represent it as notified to the other party from time to time.
"**Retention Account**" means a bank account held with ANZ or another authorized deposit-taking institution designated for the purposes of and subject to the conditions set out in condition 17 (Retention Account) holding Deferral Proceeds, opened either (in Worldline's absolute discretion) in the name of Worldline (whether as nominee for the Merchant or otherwise) or the Merchant.
"**Retention Notice**" means a written notice from Worldline to the Merchant notifying the Merchant that Worldline proposes to establish a Retention Account, or if a Retention Account has already been set in relation to the Merchant, Worldline requires the Retention Amount to be increased.
"**Security**" means any guarantee or guarantee and indemnity or bill of sale, mortgage charge, standby letter of credit or other security interest or any authority to appropriate and set-off deposits Worldline may request the Merchant to provide under Condition 41.
"Security Interest" means any:

(a) security interest under the PPSA including security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust or title retention or flawed deposit arrangement; or
(b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
(c) licence to use or occupy; or
(d) third party right or interest, or any right arising as a consequence of the enforcement of a judgment, or any agreement to create any of them or allow them to exist.

"**Services Form**" means the services form, letter, Migrated Customer Notice or similar document in which Worldline made the offer of Merchant Facilities to the Merchant, and includes any related Application or acceptance form or offer made on Worldline's website or an accepted Merchant Application for Merchant Facilities.
"**Special Condition**" means any special conditions set out in the Services Form, any other document forming part of the Agreement or any variation to the Merchant Agreement or any condition otherwise agreed in writing by the Merchant and Worldline to be a Special Condition.
"**Taxes**" means all taxes, levies, imposts, duties and charges, including, but not limited to, stamp duty, financial institutions duty, goods and services tax, consumption tax, value added tax or similar tax.
"**Terminal Cables**" means a cable which may connect Electronic Terminals to a permanent fixture and includes the Key.
"**Terminal Guide**" means any operating information provided to a Merchant by Worldline or a Nominated Provider from time to time, including Merchant Operating Guide, quick reference guides and any other operations manuals, guidelines or user guides.
"**Terminal Rental Fee**" means the amount specified in the Services Form, Contract Module or other document forming part of your Agreement as the terminal rental fee, which is payable in consideration for the provision of an Electronic Terminal or any other equipment by Worldline.
"**Terminal Stands**" means a stand in which certain Electronic Terminals may be stored and locked and includes the Key.
"**Transaction**" includes a sales transaction (being the supply of goods or services or both), Refund transaction or cash transaction in which a Nominated Card or a Card number of a Nominated Card is used and which is processed by the Merchant.
"**Transaction Voucher**" includes a sales voucher or transaction record or Refund voucher or transaction record (as applicable) or any transaction record used in processing Transactions electronically.
"**Worldline**" means Payment Acceptance Australia Pty Ltd ACN 645 073 034.

3. Interpretation

(i) If the Merchant consists of more than one person, the liability of those persons under the Agreement is joint and several.
(ii) If there is an inconsistency between the documents forming the Agreement the following order prevails:

(a) Special Conditions (including any Security);
(b) Services Form;
(c) Contract Modules;
(d) General Conditions; and
(e) the ANZ Secure Gateway, ANZeGate, ANZ ePOS Merchant Operating Guide,

as varied from time to time.

(iii) A reference to an individual or person includes a reference to a company and any other entity the Law recognises.
(iv) The singular includes the plural and vice versa.
(v) A reference to the Agreement or any document forming part of the Agreement, or any Law is a reference to the Agreement, document or Law as amended, novated, supplemented, replaced or reenacted.
(vi) A reference to "you" is a reference to the Merchant and in Condition 47, if you are a corporation, includes your directors and shareholders.
(vii) A reference to "mail" includes email.
(viii) The meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions.

4. Provision of merchant facilities

(i) Worldline agrees to provide the Merchant with the Merchant Facilities in accordance with the Agreement.
(ii) Subject to condition 5, Worldline will provide the Merchant Facilities unless:
  (a) the Agreement is terminated;
  (b) the Merchant Facilities are suspended in accordance with the Agreement; or
  (c) there is a change in Law that prevents Worldline providing the Merchant Facilities.
(iii) The Merchant Facilities may only be used by the Merchant and may not be used by, or on behalf of, any third party (including any associated company or related body corporate of the Merchant), without the prior written authorisation of Worldline.
(iv) The Merchant Facilities may only be used for the purposes of a business carried on by the Merchant in Australia, unless specifically authorised under the Nominated Card Scheme rules.

5. Conditions precedent

Worldline's obligation to make any of the Merchant Facilities available to the Merchant is conditional on Worldline being satisfied that:
(i) the Merchant has accepted Worldline's offer in accordance with the method of acceptance required by Worldline in the Agreement;
(ii) Worldline has received a properly completed periodical direct debit authority in favour of Worldline or has otherwise received written authority, in form and substance satisfactory to Worldline, from the Merchant to debit an account in accordance with these General Conditions;
(iii) Worldline has received all documents requested in the Services Form, other document forming part of the Agreement or otherwise requested from the Merchant;
(iv) if the Merchant is a trustee of a trust, Worldline has received a copy of the trust deed, and any variations or amendments to the trust deed, each certified to be a complete, correct and up-to-date copy;
(v) if the Merchant is a partnership, Worldline has received a copy of the partnership deed and any variations or amendments to the partnership deed, each certified to be a complete, correct and up-to-date copy; and
(vi) any other conditions set out in the Services Form, any other document forming part of the Agreement or as otherwise advised to the Merchant by Worldline have been fulfilled.

6. Nominated cards and permitted uses

(i) The Merchant must:
  (a) accept and only accept, valid Nominated Cards in accordance with the Agreement; and
  (b) stop accepting a Nominated Card:
    – by the date advised by Worldline, if Worldline gives the Merchant a notice to do so; or
    – Immediately, if any of the events described in Condition 4(ii) occur or Worldline notifies the Merchant that it reasonably suspects there has been fraudulent activity in relation to the Merchant Facilities.
(ii) A Nominated Card is valid if:
  (a) the Nominated Card has current validity date meaning it is after the first day of the 'valid from' month and before the last day of the 'until end' month (if applicable);
  (b) the Nominated Card has not been visibly altered, damaged or tampered with in any way;
  (c) the Nominated Card is signed on the back in the designated area for card signatures and the signature has not been altered or defaced (if the Nominated Card contains a designated area for card signature);
  (d) the name of the Cardholder and the Card number, whether or not embossed, are printed on the Nominated Card; and
  (e) the Nominated Card meets each of the criteria for validity set out in the relevant Terminal Guides.
(ii) The Merchant must not:
  (a) accept a Nominated Card as payment for goods or services through a MOTO functionality; or
  (b) take Cardholder details via mail, telephone, facsimile or the Internet; or
  (c) process an Internet Transaction where it does not have a specific eCommerce Merchant Facility unless specifically authorised in writing by Worldline.
(iii) The Merchant must not:
  (a) make any representation in connection with any goods or services or any Nominated Card which may bind Worldline or concerning Worldline's products, services or policies;
  (b) pledge the credit of Worldline in any way;
  (c) take part in the preparation of any documents purporting to provide for credit to be provided by Worldline;

(d) engage in any conduct which is false, misleading or deceptive concerning goods or services supplied by the Merchant, Worldline's or a Nominated Card Scheme's products or policies or in any other dealing with a Cardholder, Worldline or a Nominated Card Scheme;

(e) use a Nominated Card in a Credit Transaction to give a Cardholder cash. The Merchant may use a Nominated Card in a Debit Transaction to give a Cardholder cash provided the Merchant has prominently displayed in the Premises the Merchant's policy on cash out and partial cash out services including any applicable fees; or

(f) use a Nominated Card issued in the name of the Merchant in any Transaction to pay for goods or services or to provide cash where the Transaction is not genuine or where the Transaction is for the purpose of funding the working capital of the Merchant's business. No Nominated Card linked to an account maintained for the purposes of the Merchant is to be used in any Transaction. Where the Merchant is a company, no Nominated Card issued in the name of a director or secretary is to be used in any Transaction.

Any Cardholder making enquiries concerning the matters raised in paragraphs (a) to (f) above must be directed to Worldline.

7. Processing Transactions

(i) The Merchant must only use Transaction Vouchers, Electronic Terminals and any other method of processing a Transaction authorised by Worldline.

(ii) The Merchant must ensure that it processes all Transactions in accordance with any applicable Laws and the requirements of any Nominated Card Scheme rules, mandates or guidance that Worldline or the Nominated Card Scheme notifies to the Merchant.

(iii) The Merchant must ensure that each Transaction is processed and recorded in Australian dollars except where Worldline has given prior written approval to the Merchant to record Transactions in other currencies.

(iv) The Merchant must not:

(a) split the value of any proposed Debit Transaction or Credit Transaction into two or more separate Debit Transactions or Credit Transactions which would, when added together, be in excess of the Authorised Floor Limit; or

(b) split the value of transactions or engage in any form of "load balancing" (that is, any form of distributing transactions between or over different merchant accounts with Worldline and/or any one or more other acquirers) so the transaction does not exceed any transaction limits imposed by any Nominated Card Schemes.

(v) The Merchant must not process a Transaction on behalf of another person including another merchant or allow another person to use the Merchant Facilities except under a genuine agency arrangement or as otherwise agreed in writing with Worldline.

(vi) The Merchant must use reasonable care in processing a Transaction to detect fraud, forged or unauthorised signatures, or the unauthorised use or forgery of a Nominated Card including by taking the following steps:

(a) For Card Present Transactions, the Merchant must check if the Nominated Card has a chip and if there is a chip always:

– Insert the Nominated Card into the chip reader at the first instance and follow the prompts; or

– In the case of a contactless transaction enable a contactless Nominated Card to be read by the Electronic Terminal, otherwise swipe or insert it following any prompts including those indicating the need for a PIN and/or signature.

If:

– the Electronic Terminal displays "Insert Chip" when the card is swiped through the Electronic Terminal and the Nominated Card in question does not have a chip on it, do not proceed with the transaction; and

– The Electronic Terminal displays "Insert Chip" and the chip, when inserted, cannot be read by the Electronic Terminal, do not proceed with the transaction;

(b) Do not let anyone service or remove the Electronic Terminal without viewing proper identification;

(c) Do not allow equipment to be used by unauthorised persons;

(d) Do not divulge Cardholder information (e.g. card names or numbers) to any third party;

(e) Retain the Nominated Card until the Merchant has completed the security checks and obtained authorisation via the Electronic Terminal for the Transaction. Authorisation of a Transaction is not a representation or warranty by Worldline to the Merchant that a Transaction is not an Invalid Transaction.

(f) Do not locate the Electronic Terminal under a security camera or any other CCTV device.

(vii) Following each Transaction the Merchant must immediately give the Cardholder a copy of the Transaction Voucher. Unless otherwise authorised by Worldline in writing, the information on the Transaction Voucher must be identical to information on any other copy of the Transaction Voucher and must include all information required by the relevant Terminal Guide.

(viii) If a Merchant is authorised to process Recurring Transactions, the Merchant must:

(a) ensure that Recurring Transactions are processed with the Cardholder's consent;

(b) the Merchant must ensure that the Transaction is correctly identified as a Recurring Transaction;

(c) maintain appropriate business practices to ensure that the Cardholder's Nominated Card information remains current, accurate and complete (including where applicable, the Nominated Card's expiry date);

(d) provide Cardholders with a means of informing the Merchant of changes to card account details and/or the Cardholder's wish to cancel payment arrangements;

(e) action any Cardholder request to change and/or cancel payment arrangements within 5 Business Days of receipt of the Cardholder's request.

(ix) The Merchant must not, without the prior written consent of Worldline, process Transactions for any goods or services unless delivery to the Cardholder will be completed within twelve (12) months of the date of the Transaction.

(x) The Merchant must comply with all applicable Laws, PCI DSS and any similar standards, any obligations in this Agreement and any reasonable direction given on reasonable notice by Worldline in carrying out its obligations in processing Transactions under the Agreement.

8. Back-Up Mode

Warning: Back-up Mode involves additional risks and could result in financial loss for the Merchant. The Merchant is not required to use Back-Up Mode.

(i) If Worldline authorizes a Merchant to perform Transactions using Back-Up Mode and the Merchant chooses to perform Transactions using Back-Up Mode, this Condition 8 applies.

(ii) The Merchant agrees to comply with all reasonable instructions provided by Worldline in any relevant Terminal Guides or otherwise on reasonable notice in accordance with Condition 46, in relation to Back-Up Mode.

(iii) The Merchant must not use the Back-Up Mode unless the Electronic Terminal is unable to connect to Worldline's platform or the platform is unavailable for another reason (other than as set out in paragraph (v)).

(iv) When using Back-Up Mode, the Merchant must:
- (a) only accept Nominated Cards that are equipped with an electronic chip;
- (b) only use Electronic Terminals that have been supplied by Worldline and contain the relevant Electronic Terminal software issued by Worldline; and
- (c) follow all reasonable instructions given by Worldline from time to time, including in the Merchant Operating Guide, relating to the use of Back-Up Mode;

(v) The Merchant must not use Back-Up Mode:
- (a) for executing Transactions with malfunctioning Nominated Cards or malfunctioning Electronic Terminals; or
- (b) when Worldline has announced in advance that its payment system would be interrupted (e.g., for planned maintenance).

(vi) The Merchant acknowledges and accepts that:
- (a) Transactions performed in Back-Up Mode are only temporarily saved and only saved on the Electronic Terminal itself;
- (b) When the Merchant activates Back-Up Mode on a malfunctioning Electronic Terminal (even if the malfunction is not apparent to the Merchant), the Transactions may be permanently lost; and
- (c) if the Merchant returns an Electronic Terminal to Worldline after Back-Up Mode was recently activated, the Transactions saved on that Electronic Terminal may be permanently lost.

(vii) The Merchant must advise Worldline or its agent that Back-Up Mode has been activated on any Electronic Terminal returned for maintenance, even if the Merchant has already notified Worldline separately.

(viii) The Merchant acknowledges and accepts that it may not receive payment and will be liable to Worldline for a Transaction performed using the Back-Up Mode if:
- (a) the Cardholder's account does not have sufficient funds when an attempt is made to process the Transaction;
- (b) the Cardholder's Nominated Card is blocked when it was used in the Merchant's Electronic Terminal or otherwise before the Transaction is submitted to the card issuer;
- (c) the Cardholder or issuer of the Nominated Card disputes the transaction due to a charge in excess of the limit of the Nominated Card and initiates a chargeback.

(ix) The Merchant acknowledges and accepts that it does not have the right to request payment from Worldline or the issuer of the Nominated Card and Worldline is entitled to deduct from the Merchant Account or settlement proceeds, the amount of any Transactions processed using Back-Up Mode that were disputed by the Cardholder or in the circumstances in Condition 8(viii) above.

9. Authorisation

(i) For Recurring Transactions – the Merchant must obtain authorisation for all Recurring Transactions and ensure it has the Cardholder's consent to process Recurring Transactions. Where applicable, the Merchant must ensure the Nominated Card has a current validity date and that the CVV2 is provided when processing the first Recurring Transaction against that Nominated Card. After processing the initial Recurring Transaction, the Merchant must destroy the CVV2 in one of the manners set out in Condition 31.

(ii) Authorisation of a Transaction is not a representation or warranty:
- (a) by Worldline to the Merchant that a Transaction is not an Invalid Transaction; or
- (b) that the true Cardholder has authorised the Transaction.

(iii) Even if the Merchant has obtained authorisation in respect of a Transaction, the Merchant may still be liable for and incur Chargebacks if the Transaction is subsequently disputed by the Cardholder.

10. Refunds

(i) The Merchant must:
- (a) Establish a fair policy for giving Refunds and for exchanges or return of goods for sales Transactions, which complies with all applicable Laws including the "Australian Consumer Law", as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth);
- (b) disclose the Merchant's Refund policy to the Cardholder prior to the Transaction;
- (c) at all times act in accordance with the Merchant Operating Guides and Terminal Guides in processing Refunds.

(ii) In respect of any Transaction processed via the Mastercard or Visa Nominated Card Schemes, if a Merchant gives a Refund, subject to applicable Laws and any other requirements in the Agreement it must be processed:

(a) where possible, to the same Nominated Card on which the original Transaction was made;
(b) where the Merchant is unable to reasonably comply with Condition 10(ii) (a), to a different Nominated Card, which belongs to the same Cardholder as the Nominated Card on which the original Transaction was made; or
(c) where the Merchant is unable to reasonably comply with either Condition 10(ii)(a) or Condition 10(ii)(b), using an alternate means.

(iii) In respect of any Transaction processed via a Nominated Card Scheme other than the Mastercard or Visa Nominated Card Schemes, if a Merchant gives a Refund the Merchant must process the Refund to the same Nominated Card on which the original Transaction was made or otherwise in accordance with the process set out in the relevant Terminal Guides, unless otherwise required by Law.

(iv) The Merchant must not, without Worldline's prior consent, process a Refund for:
(a) any purpose, other than to provide a Refund for an original Transaction under and in accordance with this Condition 10; or
(b) an amount that is greater than the original Transaction.

(v) If a Merchant:
(a) processes a Refund other than to a Nominated Card which belongs to the same Cardholder who made the original Transaction;
(b) processes a Refund for an amount which is different to the amount of the original Transaction;
(c) processes a Refund to an incorrect Nominated Card; or
(d) makes any other errors or omissions when processing a Refund, the Merchant may be liable to Worldline or another person affected by the Refund for any losses, claims, damages or costs (including consequential loss) arising directly or indirectly in connection with the Refund or original Transaction, to the extent permitted by Law.

(vi) If the Merchant surcharges for Transactions as permitted under this Agreement, it must for Refunds, refund any surcharge charged in respect of the Transaction. For partial refunds, the surcharge must be pro-rated.

11. Invalid transactions

A Transaction is invalid if:

(i) the Transaction is illegal, including, without limitation, because it is in breach of any Law governing, for example, the sale of prescription medicines, controlled substances or other regulated products;

(ii) the date of the Transaction is a date after the Agreement was suspended or the Merchant Account frozen in accordance with Condition 42 or terminated in accordance with Condition 43;

(iii) the Merchant processes the Transaction knowing (or in circumstances where the Merchant would reasonably be expected to have known) that the signature on the Transaction Voucher is forged or unauthorised;

(iv) the Merchant processes the Transaction knowing (or in circumstances where the Merchant should have known) that the Nominated Card is used without the authority of the Cardholder or the Transaction is not authorised by the Cardholder;

(v) the Merchant processes the Transaction knowing (or in circumstances where the Merchant should have known) that the Transaction is fraudulent;

(vi) the Merchant was notified by Worldline not to accept the Nominated Card used in the Transaction on reasonable notice before the Transaction occurred;

(vii) the Transaction Voucher is not completed in accordance with the Agreement or is illegible;

(viii) the price charged for the goods or services to which the Transaction relates is more than the Merchant's normal price which is charged to the general public, except where the additional amount represents the amount of any surcharge properly incurred or charged by the Merchant in accordance with applicable Law;

(ix) for:
(a) non-Recurring Transactions – the Nominated Card used in the Transaction is not used at a time when it is valid as shown on the Nominated Card (unless otherwise advised by Worldline); and
(b) Recurring Transactions – the Transaction is unauthorised and/or does not contain a Recurring Transactions flag;

(x) the Transaction value exceeds the Authorised Floor Limit, and the Merchant did not obtain authorisation for a Transaction above the Authorised Floor Limit;

(xi) in Worldline's reasonable opinion the Transaction relates to one or more purchases made in the same Merchant establishment which have been split into 2 or more Transactions to avoid the Authorised Floor Limit;

(xii) the Merchant has arranged for a person other than the Merchant to supply goods, services or cash without Worldline's consent;

(xiii) the Cardholder has not received the goods or service as required by the terms of the Transaction (and, in the case where the Merchant is not the provider of the goods or services and acts as agent for the provider of the goods or services, the goods or services have not been provided by the principal) and the Merchant has failed to provide Worldline with proof that:
(a) the Cardholder has received the goods or services; and
(b) the Cardholder is satisfied the goods and services have been provided as required by the terms of the Transaction,

(xiv) the goods or services to which the Transaction relates were supplied from outside Australia without Worldline's consent;

(xv) except as otherwise agreed by Worldline, the Nominated Card was not presented to the Merchant;

(xvi) in the case of a Transaction where the details are keyed into an Electronic Terminal the Merchant did not record on the Transaction Voucher Reasonable Identification Details of the Cardholder;

(xvii) the Merchant bills the amount of the Transaction direct to the Cardholder or receives payment through the use of another card or by any other means;

(xviii) the card number or truncated card number appearing on the Transaction Voucher does not correspond with the card number printed, encoded or otherwise shown on the Nominated Card used for the Transaction;
(xix) the Merchant fails to lodge Transactions with Worldline for settlement in accordance with Condition 14;
(xx) the same Transaction is processed by the Merchant more than once;
(xxi) the Merchant key-enters the Transaction into the Electronic Terminal without prior approval from Worldline;
(xxii) the Merchant key-enters a Transaction using a damaged Nominated Card which is not a valid Nominated Card referred to in Condition 6(ii) without obtaining prior approval from Worldline;
(xxiii) in Worldline's reasonable opinion, the Cardholder justifiably disputes liability for the Transaction for any reason;
(xxiv) in Worldline's reasonable opinion, the Cardholder justifiably makes a claim for set off or counter claim in respect of the Transaction against Worldline;
(xxv) the Transaction was processed in breach of the requirements of any Nominated Card Scheme rules or Laws; or
(xxvi) the Transaction is not authorised by Worldline or the authorisation request is declined for any reason;
(xxvii) the Transaction does not comply with all requirements of, or was processed in breach of, this Agreement;
(xxviii) the Transaction was made using the DCC Service and the Merchant has not complied with the requirements in Condition 27;
(xxix) the Merchant has not otherwise complied with the Agreement in connection with the Transaction and Worldline is of the reasonable opinion that such non-compliance may result in either Worldline or the Merchant suffering a loss.

12. Chargeback

(i) If a Transaction is an Invalid Transaction, Worldline may, at its sole discretion or where required by a Nominated Card Scheme (and without a request or demand from a Cardholder):
  (a) refuse to accept the Transaction; or
  (b) if the Transaction has been processed, at any time within two years of the date of the Transaction, charge that Transaction back to the Merchant by debiting the Merchant Account or Retention Account or otherwise exercising its rights under the Agreement.
(ii) If Worldline receives a payment from a Cardholder relating to an Invalid Transaction that has been charged back to the Merchant, Worldline will pay an amount equal to that payment to the Merchant less any amount which Worldline is entitled to withhold or set-off under the Agreement.
(iii) Despite any contract, arrangement or understanding to the contrary, in respect of all Transactions processed by the Merchant, the Cardholder will be entitled to initiate a charge back of the Transaction to the Merchant where permitted in accordance with the rules of the relevant Nominated Card Schemes.

13. Transaction information

(i) The Merchant must lodge Transactions with Worldline for settlement in accordance with the Terminal Guides and any other reasonable directions from Worldline or a Nominated Provider notified to the Merchant in accordance with Condition 46 and must do so:
  (a) in the case of a Transaction processed through an Electronic Terminal other than when it is offline, immediately by entering the Transaction; and
  (b) in the case of a Transaction processed electronically offline, immediately when the Electronic Terminal comes back online after the Transaction.
(ii) The Merchant must retain information about a Transaction for a period of 30 months from the date of the Transaction or such other period required by Law or reasonably notified by Worldline. The Terminal Guides set out the information about a Transaction which the Merchant must retain.
(iii) The Merchant must destroy any information about the Transaction in the manner described in Condition 31 on the later of:
  (a) the expiry of the 30-month period in Condition 13(ii); or
  (b) the date on which the Merchant has no further business or legal reason for retaining the information.
(iv) The Merchant must provide information about a Transaction which is requested by Worldline within 5 Business Days of receipt of the request or any shorter timeframe specified by Worldline where Worldline determines that this is necessary to comply with the requirements of a Nominated Card Scheme or Law.
(v) The Merchant must provide any information or reporting reasonably required by Worldline in respect of Transactions.

14. Settlement of Transactions

(i) Unless otherwise agreed by the parties in writing, Worldline agrees:
  (a) to accept all sales and cash Transactions processed by the Merchant in accordance with the Agreement and, subject to Condition 17, to credit the Merchant Account with the full amount of such Transactions on the basis that the debt due by the Cardholder to the Merchant in respect of the Transaction is extinguished; and
  (b) to accept all Refund Transactions processed by the Merchant in accordance with the Agreement and to debit the Merchant Account with the full amount of each Refund Transaction.
(ii) Worldline will issue a monthly record of Transactions, which may at Worldline's discretion be sent through Merchant Portal or ePortal (where relevant), including a summary of the number and total amount of all Debit Transactions and the number and total amount of all Credit Transactions processed by Worldline to the Merchant Account during the previous month.
(iii) Worldline may be required by Law or an authority to withhold or reduce an amount Worldline would otherwise be required pay to the Merchant and pay it as directed by that Law or authority. Examples of where this may occur

include where Worldline receives garnishee or freezing orders (where someone the Merchant owes money gets a judgment against the Merchant and Worldline is required to pay).

Where Worldline, acting reasonably, considers that it is required make the withholding or reduction, Worldline will, despite any other condition in the Agreement, withhold or reduce your settlement proceeds in accordance with the requirement and pay it as Worldline considers it is required to. Worldline will notify you if it does this by including it in your statement.

15. Settlement

15.1 General

(i) Subject to Condition 15.2, Worldline will generally endeavour to process Transactions and credits to the Merchant Account in a timely manner. Despite this, in certain circumstances, the date on which Worldline processes a Transaction may not be the same as the date on which a Transaction occurs and the calculations of fees may be based on the date a Transaction was processed.

(ii) Worldline will endeavor to process Refund Transactions in a timely manner. Despite this, in certain circumstances, the date on which Worldline processes Refund Transactions may not be the same as the date on which a Refund Transaction occurs.

15.2 Deferral where suspected fraud, an invalid Transaction or an invalid Nominated Card

(i) Where Worldline is aware or has reason to believe that a Transaction or Invalid Transaction is fraudulent or an invalid Nominated Card has been used for that Transaction, Worldline reserves the right to take any of the following actions for as long a period as Worldline reasonably determines which will usually not exceed 30 days to:
  (a) withhold payment to the Merchant Account; and
  (b) unless it otherwise agrees in writing, prevent the debit of that part of the balance of the Merchant Account, as is equal to the amount Worldline estimates may become owing to it by the Merchant in respect of that Transaction.

(ii) During the period in Condition 15.2(i), Worldline will investigate the Transaction to determine whether Worldline will either:
  (a) refuse to process the Transaction and return the Transaction to the Merchant; or
  (b) if the Transaction has been processed, charge that Transaction back to the Merchant, and will set-off amounts owing to it by the Merchant in respect of that Transaction against funds held in the Retention Account or against funds of any future transactions processed by Worldline for the Merchant.

(iii) Where:
  (a) Worldline becomes aware or has reason to believe that a Transaction or Invalid Transaction is fraudulent;
  (b) the Merchant has breached the Agreement; or
  (c) Worldline otherwise determines on reasonable grounds that deferred settlement is justified to prevent loss to the Merchant or Worldline, Worldline may do any or all of the following:
  (d) block the Merchant from processing a Transaction; or
  (e) defer settlement of any Transaction for up to 5 Business Days.

It may do these things during a period of up to three months following the occurrence of the circumstance set out in (a) to (c) above (the “deferred period”). Before the end of any deferred period, Worldline will, acting reasonably, review the relevant circumstance set out in (a) to (c) above, to determine whether blocking Transactions and/or deferred settlements should continue and what period that deferral should be. Worldline will advise the Merchant in writing of its decision on completing the review.

16. Merchant accounts

(i) The Merchant must maintain a Merchant Account of a type acceptable to Worldline with an authorised deposit-taking institution for the term of the Agreement.

(ii) The Merchant must provide Worldline with a properly completed periodical direct debit authority in favour of Worldline to enable Worldline to debit the Merchant Account for amounts in relation to the Agreement.
The periodical direct debit authority must be valid and effective at all times when the Agreement is in force and the Merchant agrees to do any act or complete any form necessary to give effect to this requirement.

(iii) Worldline reserves the right (acting reasonably) to require the Merchant to maintain a minimum credit balance in the Merchant Account during the term of the Agreement. Any such minimum credit balance will be notified by Worldline to the Merchant from time to time.

17. Retention account

(i) Worldline may, at any time, give the Merchant a Retention Notice where, in the reasonable opinion of Worldline, the Merchant’s business gives rise to a significant risk of financial loss to Worldline, the Merchant and/or Cardholders.

(ii) The Retention Notice must specify:
  (a) the Retention Amount, being an amount that Worldline determines reasonably reflects any contingent liability to Worldline whether present or future, actual or contingent, that flows from that risk; and
  (b) the proportion of the Merchant’s settlement proceeds processed through the Merchant Facilities to be retained in the Retention Account (“Retained Proceeds”);

(iii) If a Retention Notice is given to the Merchant and a Retention Account has not previously been established in relation to the Merchant, Worldline will establish a Retention Account in relation to the Merchant. No interest is payable on the balance in the Retention Account.

(iv) The Merchant authorises Worldline to:

(a) deduct the Retained Proceeds from the Merchant's settlement proceeds processed through the Merchant Facilities and retain the Retained Proceeds in the Retention Account;

(b) only release the balance of the Merchant's settlement proceeds after the Retained Proceeds have been deducted, to the Merchant Account in accordance with this Agreement; and

(c) debit the Retention Account in accordance with Condition 12(i)(b) or otherwise as permitted by this Agreement.

(v) Where Worldline has issued a Retention Notice, to secure its obligations under this Agreement and for valuable consideration, the Merchant grants an irrevocable power of attorney to Worldline to direct the relevant financial institution who holds the Merchant Account to debit the Retention Amount (or any part thereof) from the Merchant Account immediately on notice from Worldline.

(vi) Once the balance of the Retention Account reaches the Retention Amount, Worldline will continue to deduct further Retained Proceeds from the Merchant's settlement proceeds processed through the Merchant Facilities and retain these Retained Proceeds in the Retention Account, Worldline may (acting in its sole discretion) release amounts to the Merchant Account so that the balance of the Retention Account (after any deductions made in accordance with this Agreement) remains at the Retention Amount.

(vii) Each of Worldline and the Merchant agree that:

(a) Retention Amounts standing to the credit of the Retention Account will only mature, and the Merchant may only request the withdrawal or repayment of the Retention Amounts, with the consent of Worldline. Worldline shall only give that consent upon Worldline being satisfied that, in Worldline's reasonable opinion, the Merchant has no further liability to Worldline, whether present or future, actual or contingent, under or in respect of this Agreement, including without limitation on account of chargebacks under Condition 12 (Chargebacks). This condition overrides any other provision, document or agreement to the contrary;

(b) on request from the Merchant from time to time, Worldline may in its absolute discretion release additional amounts from the Retention Account to the Merchant Account.

(c) none of the provisions of this Agreement take effect to the extent that it creates (or would, but for this subclause, create) a Security Interest in the Retention Account, the Retained Proceeds or any Retention Amount; and

(d) on request from the Merchant from time to time, Worldline may agree to reduce the Retention Amount if Worldline is satisfied in its reasonable opinion that a lower amount would be sufficient to address any continuing risk of financial loss to Worldline, the Merchant and/or Cardholders.

(viii) If this Agreement is terminated, this Condition will survive termination. Worldline may hold amounts in the Retention Account for a period of 12 months from the date the Agreement is terminated (or acting reasonably due to the likelihood of Liability, for any period of time notified in writing by Worldline to the Merchant).

18. Fees, charges, other payments and GST

(i) The Merchant must pay to Worldline the fees, charges, and/or other amounts described in the Agreement and the Application at the times and in the manner set out in the Agreement and that Application (as the case may be), as varied from time to time.

(ii) The Merchant is liable to Worldline and Worldline can debit from the Merchant Account:

(a) all fees, charges and costs owing to Worldline by the Merchant under the Agreement;

(b) the value of any credits overpaid by Worldline to the Merchant due to errors and omissions;

(c) all credits paid by Worldline in respect of Transactions which are Invalid Transactions;

(d) the full amount of any Refund Transaction less any amounts in respect of such Transaction already debited to the Merchant Account;

(e) all Taxes (other than a Tax on overall net income) incurred or payable by Worldline in connection with the Agreement, the Merchant Facilities, any transaction contemplated by the Agreement, the Merchant Account or any Electronic Terminal;

(f) all fines, penalties and other charges incurred by Worldline as a result of any act or omission of the Merchant including a breach of this Agreement by the Merchant;

(g) any fees, charges or penalties imposed on Worldline by any Nominated Card Scheme due to the nature of the Merchant's business or its operations;

(h) all fines and/or penalties levied by a Nominated Card Scheme as a result of the Merchant's breach of any Nominated Card Scheme rules specified in this Agreement or otherwise notified to the Merchant from time to time in accordance with Condition 46; and

(i) all other amounts owing to Worldline by the Merchant under the Agreement.

If Worldline debits the Merchant Account, Worldline will give the Merchant written notice that Worldline has done this.

(iii) The Merchant must pay on demand by Worldline any amount referred to in Condition 18(ii) which remains unpaid by the Merchant because there are insufficient funds in the Merchant Account to satisfy the payment of that amount in full or for any other reason.

(iv) Worldline may continue to charge the Merchant the Terminal Rental Fee for an Electronic Terminal and for stationery, promotional materials, Transaction Vouchers or equipment (including Merchant and Terminal ID Cards) supplied in connection with the Agreement until the Merchant has returned all of these items or they have otherwise been recovered by Worldline, irrespective of whether the Agreement has been terminated or (in relation to the Terminal Rental Fee) another Electronic Terminal has been provided.

(v) The Merchant undertakes to do all things necessary, including completing a direct debit authority or any other document, to enable Worldline to debit the amounts in this Condition 18 from the Merchant Account.

19. GST

(i) Terms used in this Condition 19 have the same meaning as those defined in the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") unless provided otherwise.
(ii) The parties each have an ABN and are registered for GST.
(iii) Subject to Condition 19(iv), any fees payable under the Agreement are inclusive of all Australian state, federal, sales, excise, personal property, and other taxes, stamp duty, customs and other duties or levies.
(iv) Any reference in this Agreement to fee, price, value, sales, revenue, or similar amount ("Revenue") shall be a reference to that Revenue exclusive of GST, unless and to the extent that the Revenue is expressly agreed to be GST inclusive.
(v) If any supply made under or in connection with this Agreement is subject to GST, the supplier may increase the consideration otherwise provided for by the amount of that GST and recover such additional amount from the party liable for payment of the consideration. This clause does not apply to the extent that the consideration is expressly agreed to be GST inclusive.
(vi) If the recipient is required to reimburse the supplier for any costs, the amount must be reduced to the extent that the supplier is entitled to claim an input tax credit in respect of those costs. A party will be assumed to have an entitlement to claim a full input tax credit unless it demonstrates otherwise prior to the date on which the consideration must be provided.
(vii) No payment of any amount in respect of GST is required until the supplier has provided a tax invoice or adjustment note, as the case may be, to the recipient. The supplier must provide a tax invoice or adjustment note to the recipient as required by the GST Act.

20. Merchant websites

If the Merchant is specifically authorised by Worldline to accept a Nominated Card as payment for goods or services ordered via the Internet:

(i) In addition to information set out in the Terminal Guides or as otherwise reasonably notified by Worldline in accordance with Condition 46 from time to time, the Merchant's website must contain all of the following information:
  (a) a complete description of the goods or services offered;
  (b) a returned merchandise and refund policy;
  (c) a customer service contact, including electronic address and/or telephone number and the physical address of the Merchant's Premises;
  (d) any export or legal restrictions (if known);
  (e) a delivery policy (including the delivery cost, if any);
  (f) a privacy policy (including the Merchant's policy on dealing with Cardholder information);
  (g) security capabilities and the Merchant's policy for transmission of Cardholder's details; and
  (h) the logo, symbol, icon or other marker of each Nominated Card Scheme to indicate acceptance of the Nominated Card Schemes.
(ii) Except with Worldline's prior written consent, the transaction currency on the Merchant's website must be in Australian dollars only;
(iii) The country of domicile of the Merchant must be Australia;
(iv) The Merchant must, at the Merchant's cost, arrange for the Merchant's website to be prepared and maintained in accordance with Worldline's reasonable requirements, including those requirements applicable to Internet security standards as described in the relevant Terminal Guides or otherwise reasonably notified by Worldline in writing from time to time; and
(v) The Merchant must, at its cost, immediately rectify any security or processing faults or issues identified by either:
  (a) the Merchant; or
  (b) Worldline and notified to the Merchant.

21. Electronic terminals

This Condition 21 applies if the Merchant has requested and Worldline has agreed the Merchant may process Transactions via an Electronic Terminal, or where Worldline has nominated an Electronic Terminal for the Merchant to use in accordance with Condition 7.

21.1 General

(i) Unless otherwise agreed, the Merchant must arrange at the Merchant's cost for an approved telecommunication supplier to install and maintain all necessary telecommunications infrastructure and associated services (including, for example, a telephone line or wireless communications device and any Internet services) to enable the use of the Electronic Terminal. Worldline is not responsible for maintaining any telecommunications requirements in connection with the Agreement.
(ii) The Merchant must arrange at the Merchant's cost for the preparation of the location of the Electronic Terminal in accordance with Worldline's reasonable requirements, including those requirements applicable to site security standards and suitable power supply described in the Merchant Operating Guides or as otherwise reasonably notified by Worldline in writing.
(iii) The Electronic Terminal site must enable the Cardholder to use the Electronic Terminal instruction keypad without the Cardholder's use of the keypad being observed by either security cameras, observation mirrors, reflective surfaces or by any other person, including by closed circuit television and internal monitoring devices.
(iv) The Merchant must notify Worldline immediately if any Electronic Terminal (or part of an Electronic Terminal) is not operating, is malfunctioning or has (or the Merchant suspects it has) been tampered with in any way.

(v) The Merchant must use reasonable care and diligence to prevent and detect unauthorised use of any Electronic Terminal.

(vi) The Merchant must allow any properly authorised and suitably identified Worldline employee, agent or contractor free access to Electronic Terminals during normal business hours for the purposes of inspection or testing of Electronic Terminals and in the event Worldline has supplied the Electronic Terminal, for the purposes of installation, maintenance and removal of the Electronic Terminal. Where practical, Worldline will give the Merchant notice before exercising its rights under this Condition.

(vii) The Merchant must not, without Worldline's prior written consent (such consent not to be unreasonably withheld):
- (a) remove or relocate an Electronic Terminal; or
- (b) make any alteration or addition to an Electronic Terminal or otherwise tamper with an Electronic Terminal. If Worldline provides such written consent, all costs applicable to the removal, relocation or change to the Electronic Terminal are payable by the Merchant.

(viii) Worldline may require the Merchant to replace or upgrade an Electronic Terminal with another Electronic Terminal nominated by Worldline if:
- (a) Worldline determines that the continued use of the Electronic Terminal by the Merchant may cause loss to the Merchant or Worldline (through fraudulent activities or otherwise); or
- (b) Worldline determines that the Electronic Terminal is outdated or can no longer be supported by Worldline.

(ix) Worldline may require the Merchant to return an Electronic Terminal or Worldline may repossess the Electronic Terminal if:
- (a) The Merchant has not activated the Electronic Terminal within 3 months of receipt;
- (b) The Electronic Terminal has not been used to process a Transaction for 6 months; or
- (c) Worldline reasonably suspects that the Electronic Terminal is being used in breach of the Agreement;
- (d) Worldline determines that continued use of the Electronic Terminal by the Merchant may cause loss to the Merchant or Worldline (through fraudulent activity or otherwise).

21.2 Electronic Terminals supplied by Worldline

(i) If an Electronic Terminal is supplied by Worldline, the Merchant must:
- (a) use the Electronic Terminal for the purposes of the Agreement; and
- (b) use the Electronic Terminal in accordance with the Agreement and any applicable manufacturer's manual, warranty or Conditions of use.

(ii) The Merchant agrees that the Electronic Terminal supplied by Worldline remain the property of Worldline and undertakes to protect, and not prejudice, Worldline's proprietary right to the Electronic Terminal.

(iii) The Merchant must notify Worldline immediately by telephone if the Merchant is aware or suspects that the Electronic Terminal is being used fraudulently or otherwise improperly.

(iv) The Merchant is responsible for any loss, theft or damage to the Electronic Terminal. In the event of such loss, theft or damage, the Merchant must pay Worldline the greater of any Electronic Terminal non-recovery fee and the actual cost of repairing or replacing (either with a new or second-hand Electronic Terminal of the same, or substantially the same make and/or model) the Electronic Terminal, except to the extent that any costs are caused by Worldline's negligence, fraud, mistake or wilful default.

(v) The Merchant must take proper care of and maintain regular servicing of the Electronic Terminal as reasonably directed by Worldline in accordance with Condition 46. The Merchant is responsible for all maintenance costs as advised by Worldline including payment for the costs of any repairs to or replacement of the Electronic Terminal which are necessary because of the Merchant's neglect or misuse.

(vi) The Merchant must not:
- (a) Tamper with or remove the Electronic Terminal housing;
- (b) Place stickers on Electronic Terminals; or
- (c) Disconnect the Electronic Terminal's power support or communication line unless instructed to do so by Worldline.

21.3 Electronic Terminals not supplied by Worldline

(i) If an Electronic Terminal is not supplied by Worldline the Merchant must:
- (a) obtain Worldline's written consent before using the Electronic Terminal to process Transactions;
- (b) use the Electronic Terminal for the purposes of the Agreement; and
- (c) use the approved Electronic Terminal in accordance with the Agreement and the supplier's agreement with the Merchant.

(ii) The Merchant must, at the Merchant's cost, comply with all security requirements reasonably requested by Worldline before, and as long as, the Electronic Terminal is used for processing Transactions under the Agreement.

(iii) The Merchant must take proper care of and maintain regular servicing of the Electronic Terminal.

22. Electronic Terminals– security

(i) The Merchant must take all steps that are, in the circumstances, reasonable to ensure that each Electronic Terminal is protected against loss, theft, unauthorised access or use, modification or other misuse. The Merchant agrees that such steps include ensuring that, at the start and at the close of business each day, each Electronic Terminal is secure and has not been lost or stolen or tampered with in any way.

(ii) The steps Worldline considers reasonable to ensure that each Electronic Terminal is protected against loss, theft, unauthorised access or use, modification or other misuse include the steps detailed in guidelines published on anzworldline.com.au/merchant-security.
Worldline will notify the Merchant of any updates or changes to those guidelines that are relevant to the Merchant Facilities or any Electronic Terminal used by the Merchant for the purposes of the Merchant Facilities in accordance with Condition 46.

(iii) The Merchant must immediately notify Worldline by telephone as soon as the Merchant becomes aware or suspects that an Electronic Terminal has been stolen, lost or may otherwise have been altered, tampered with or compromised.

(iv) Any breach of this Condition 22 by the Merchant may result in the Merchant being liable, including under condition 34, for any loss or costs suffered or incurred by Worldline as a result of theft or loss of, or other breach of security in connection with, an Electronic Terminal, including, any loss arising from any unauthorised or fraudulent use of an Electronic Terminal that occurs before the Merchant gives notice to Worldline in accordance with Condition 22(iii).

23. Passwords for Electronic Terminals

(i) The Merchant must keep the password for each of their Electronic Terminals secure, and only disclose it to authorised staff.

(ii) The Merchant must comply with the following requirements in respect of Passwords for the Electronic Terminal:

- (a) For each Electronic Terminal, change the merchant password at least every six months and/or after an authorised staff member has left the Merchant's business.
- (b) Ensure only the Merchant and its authorised employees have access to your Electronic Terminal and passwords;
- (c) When processing Transactions that require passwords, ensure there are no customers observe the password being entered;
- (d) Protect all passwords against unauthorised use.
- (e) Never save the password in an easily accessible location.

(iii) Worldline will use the Merchant's contact details for all the ongoing password related communications. To ensure the Merchant receives all the necessary communications, it must contact Worldline to keep these details up to date for each site.

(iv) The Merchant can contact Worldline to request a password reset where the password is forgotten.

24. Terminal stands and cables

This Condition applies if the Merchant has Terminal Stands and/ or Terminal Cables.

(i) If the Merchant wishes to acquire a Terminal Stand and/or Terminal Cables from Worldline, Worldline will notify the Merchant of the one-off fee (if any) payable to purchase the Terminal Stand and/or Cables. If the Merchant elects to proceed with the purchase, the Merchant must pay the fee (if any) specified by Worldline.

(ii) Title to the Terminal Stands and/or Terminal Cables transfers to the Merchant on the date the Merchant pays the one-off fee (if any) to Worldline, or if no fee is payable, on the date the Merchant receives the Terminal Stands and/or Terminal Cable from Worldline.

(iii) To the extent permitted by law, but without limiting any statutory warranty under the Australian Consumer Law, Worldline accepts no liability or responsibility and provides no warranties, in respect of the use, operation or performance of the Terminal Stands and/ or Terminal Cables.

(iv) Worldline will supply a Key with the Terminal Stand and/or Terminal Cable. The Key will lock and unlock the Electronic Terminal from the Terminal Stand and/or Terminal Cable. The Merchant must keep the Key in a safe place at all times and must not leave the Key in the Terminal Stand and/or Terminal Cable.

(v) In the event the Terminal Stand and/or Terminal Cable is damaged or inoperable, Worldline agrees to replace the Terminal Stand and/or Terminal Cable once for no fee (irrespective of the cause of damage or inoperability) or at any time if the damage or inoperability is caused by Worldline's negligence, fraud, wilful default or mistake.

(vi) In the event the Merchant loses or misplaces a Key, Worldline agrees to replace the Key once only for no fee.

(vii) The Terminal Stands and Terminal Cables will be supplied with installation instructions. The Merchant is responsible for installing the Terminal Stands and/or Terminal Cables in the Merchant's premises in accordance with these instructions. Worldline accepts no liability for any loss or damage suffered by the Merchant, or to the Merchant's premises, in connection with the installation or removal of the Terminal Stands and/or Terminal Cables.

(viii) The Merchant agrees to follow all reasonable security directions of Worldline in connection with the Terminal Stands, Terminal Cables and Electronic Terminals.

25. Supply of stationery

Worldline will supply the Merchant with, and may charge the Merchant for the supply of Transaction Vouchers and other stationery requirements in accordance with the Services Form, another document forming part of the Agreement or as otherwise agreed by Worldline from time to time in writing.

26. Merchant Portal & ePortal

(i) The Merchant Portal or ePortal (where relevant) are accessible via the Internet. The Merchant acknowledges that it has freely selected the:

- (a) Internet browser or other navigation software to access the Merchant Portal or ePortal (where relevant) and to the maximum extent permitted by law, Worldline excludes all liability for the security of the Internet browser, navigation software or the data transmitted via the Merchant's Internet connection; and the Merchant is solely responsible for obtaining, operating and maintaining sufficient and suitable infrastructure.
- (b) For the use of Merchant Portal and for implementing appropriate security measures to prevent any misuse of the infrastructure and Merchant Portal, in each case to the extent any such matters are outside of Worldline's control.

(ii) The Merchant Portal or ePortal (where relevant) is accessible through a login option notified in writing by Worldline. This information is subject to change. Worldline will generally notify the Merchant fifteen (15) days before changing the method for accessing the Merchant Portal or ePortal (where relevant).

(iii) The Merchant acknowledges and agrees that:

- (a) It is responsible for identifying and establishing the Merchant Users who will be given access to Merchant Portal or ePortal with login credentials; information provided through the Merchant Portal or ePortal (where relevant) may
- (b) only be updated at certain intervals and as such may not reflect Transactions as made in real time; will take appropriate steps to ensure its computer or any mobile device has the appropriate software to access and operate the Merchant Portal or ePortal (where relevant) and is
- (c) protected against malware, viruses and unauthorised access;
- (d) It will ensure that all login credentials are provided only to those of its employees who are Merchant Users and that each Merchant User is required to maintain the strict confidentiality and secrecy of their credentials and not record it in any written form;
- (e) it must ensure all login credentials are adequately protected against access by unauthorised third parties;
- (f) It is solely responsible for the use of the Merchant Portal and ePortal (where relevant) including the teams manager tool and the use of the Merchant Portal by persons logging into the Merchant Portal or ePortal (where relevant) using credentials issued to Merchant Users.
- (g) any party that accesses the Merchant Portal or ePortal (where relevant) using the login credentials will be treated as having been authorised by the Merchant to use the Merchant Portal or ePortal (where relevant) and the Merchant will be liable for that party's conduct; and
- (h) if it believes or suspects that there has been any fraudulent or unauthorised access to, or use of, the login credentials or the Merchant Portal or ePortal (where relevant), or any other breach of security in relation to Merchant Portal or ePortal (where relevant) it must immediately notify Worldline and deactivate any impacted login credentials;

(iv) While Worldline will use reasonable endeavours to ensure the quality or accuracy of data made available through the Merchant Porta or ePortal, Worldline does not guarantee the quality or accuracy of the data and, to the maximum extent permitted by law, excludes all liability for inaccuracies in the data, except to the extent caused by Worldline's gross negligence, fraud or wilful misconduct.

(v) The Merchant must access the Merchant Portal and ePortal (where relevant) to review Transactions, statements and notices at least every 14 days. It is the Merchant's responsibly to check statements and contact Worldline promptly if something does not look right, it identifies a discrepancy or it has any questions about an entry on the statement.

(vi) Worldline may delete any Merchant Portal or ePort account which has not been used for 12 months and deactivate any Merchant User credentials which have not been used for 3 months.

(vii) Worldline will keep Transaction data available on the Merchant Portal or ePortal for 24 months and Settlement information available for 9 months. Worldline does not archive the data made available through Merchant Portal or ePortal. The Merchant must download and store the data provided through the Merchant Portal or ePortal during the period that it is available.

(viii) Worldline will issue a monthly and annual report showing the information that Worldline is required by Laws to provide to the Merchant. This will be issued through the Merchant Portal and/or by email.

27. Dynamic Currency Conversion

(i) The DCC Service is available as specified in the relevant Terminal Guide, for Visa and Mastercard Nominated Cards, if the issuing currency of the Nominated Card is not Australian dollars.

(ii) The DCC Service is offered for the currencies indicated in the applicable Terminal Guide from time to time and the Cardholder will be charged the mark-up percentage specified in the Terminal Guide from time to time.

(iii) The Merchant may receive a Rebate for each cash or sales Transaction processed using the DCC Service.

(iv) If the Merchant processes a Refund in respect of a Transaction processed using the DCC Service or a Transaction processed using the DCC Service is charged back, the Merchant will be required to repay the amount of any Rebate received in respect of the original Transaction.

(v) The DCC Service can only be applied to sales and cash Transactions. It cannot be applied to any Pre-authorisations.

(vi) The Merchant acknowledges that where the DCC Service is used, Transactions will always be settled to the Merchant in Australian Dollars (AUD) even though they will be processed in the Cardholder's currency. In accordance with the rules of Visa and MasterCard Nominated Card Schemes, reversals and Refund Transactions which were processed using the DCC Service will also be settled in Australian Dollars.

(vii) The Merchant must:

- (a) comply with any Terminal Guides relating to the DCC Service and any instructions reasonably given by Worldline in accordance with Condition 46;
- (b) comply with the rules of the Nominated Card Schemes with respect to the DCC Service, which are reasonably notified by Worldline;
- (c) ensure that the Cardholder is always given the choice to execute the Transaction either in the Merchant's currency, or to have it converted to the Cardholder's currency using the DCC Service and only use the DCC Service where the Cardholder expressly agrees that the Transaction should be processed in the Cardholder's currency;
- (d) ensure that before the Cardholder chooses whether the Transaction should be processed in the Merchant's currency or converted to the Cardholder's currency, the Merchant clearly communicates all details of the Transaction to the Cardholder, including the Transaction amount in the Merchant's currency, the Transaction amount in the Cardholder's currency, the mark-up, the fact that the Merchant will receive a Rebate (where relevant) and the exchange rate; and
- (e) ensure the details of the Transaction listed in (d) are printed on the receipt, together with any disclaimer required by Visa and MasterCard.

(viii) The Merchant acknowledges that it is liable for every dispute submitted by a Cardholder (and the refund to the Cardholder if the dispute is upheld) where the Transaction was made using DCC Services without the Cardholder's express consent or where the Merchant did not fully comply with this Condition 27.

(ix) Worldline will use reasonable efforts to make the DCC Service available without any interruption. The Merchant accepts, however, that DCC Services may not always be available, in which case Transactions must be executed in the currency of the Merchant.

28. Merchant choice routing

(i) If Worldline has agreed to provide Merchant Choice Routing, this will be specified in the Services Form or Contract Module and Worldline will provide this service on the terms set out in this Agreement.

(ii) The Merchant must comply with all reasonable instructions provided by Worldline in relation to Merchant Choice Routing.

29. Surcharging

(a) The Merchant must not recover their costs of accepting card payments by imposing a surcharge unless permitted to do so under applicable Law and where agreed by ANZ Worldline. The Merchant is solely responsible for determining whether it is entitled to impose any such surcharge under applicable Law and for advising ANZ Worldline of the surcharges to be applied and should obtain independent legal advice if it considers it appropriate to do so. ANZ Worldline's agreement to implement or facilitate surcharging arrangements does not constitute, and must not be construed as, a representation or confirmation that the Merchant is permitted to impose such surcharges under any applicable Law.

(b) The Merchant will be liable to ANZ Worldline for any fines or penalties incurred by ANZ Worldline as a result of any surcharging which is not in accordance with Law.

30. Nominated card scheme obligations

(i) Worldline will notify the Merchant of any non-compliance alert received from a Nominated Card Scheme as a result of the Merchant's breach of the Nominated Card Scheme rules ("**Worldline Notice**"). The Worldline Notice will:

- (a) specify any actions or remediation works to be undertaken by the Merchant in order to rectify the breach set out in the alert from the Nominated Card Scheme; and
- (b) notify the Merchant of the deadline for rectifying the breach set out in the alert; and
- (c) (provided the alert was received in written format) enclose either a copy of the alert or an extract of the alert (determined in Worldline's discretion) received from the Nominated Card Scheme.

(ii) The Merchant must comply with the terms of any Worldline Notice by the deadline specified by Worldline.

(iii) If:

- (a) the Merchant fails to comply with the terms of the Worldline Notice; or
- (b) the Merchant is otherwise in breach of the Nominated Card Scheme rules, Worldline may receive a breach notification (which may include a fine and/or penalty) from a Nominated Card Scheme ("**Breach Notice**"). The Merchant acknowledges that Worldline may receive a Breach Notice without having received a non-compliance alert from the Nominated Card Scheme. If Worldline receives a Breach Notice, Worldline will:
  - promptly notify the Merchant of the Breach Notice and (provided the notice was received in written format) provide a copy of the notice or an extract of the notice (reasonably determined in Worldline's discretion) to the Merchant;
  - notify the Merchant of the deadline for paying the fine and/or penalty (which will generally not be less than 14 days or more than 30 days from the date of Worldline's notice); and
  - provide the Merchant with the opportunity to discuss or challenge the nature of the Breach Notice and any actions or remediation works which may be necessary to assist the Merchant to avoid another Breach Notice in respect of the same matter in the future, providing however that any discussion between the parties does not waive or otherwise remove the Merchant's obligation to pay the fine and/or penalty imposed by the Nominated Card Scheme.

(iv) The Merchant must pay the fine and/or penalty detailed in the Breach Notice to Worldline within the timeframe specified by Worldline and in a manner agreed between the parties.

(v) For the avoidance of doubt, the Merchant agrees that it is liable for all fines and/or penalties imposed by the Nominated Card Schemes (whether imposed on Worldline or the Merchant directly) as a result of the Merchant's breach of the Nominated Card Scheme rules. However, the Merchant is not liable to pay a fine or penalty to Worldline under paragraph (v) where a Breach Notice is caused by Worldline's negligence, fraud, mistake or wilful default.

(vi) In this Condition 30, "Merchant" means the person named as merchant in the Services Form (Person) or, where appropriate, a service provider appointed by the Person to carry out any function which is in any way connected with the Merchant Facilities ("**Service Provider**"). It is the Person's obligation to notify a Service Provider of its obligations under this Condition.

31. Information collection, storage and disclosure by the Merchant

31.1 General

(i) The Merchant is responsible for the security of all Cardholder and Transaction information it receives, processes or stores.

(ii) The Merchant must not provide or exchange any information or document relating to a Cardholder, a Cardholder's account number or a Transaction to any person other than Worldline, the Nominated Card issuer or as required by Law. The Merchant may disclose such information or document to the Merchant's employees, contractors or agents while conducting the Merchant's business, who must themselves keep the information confidential. The Merchant must not sell or purchase any information or document relating to a Cardholder, a Cardholder's account number or a Transaction to any person other than Worldline.

(iii) The Merchant must not take an imprint of, or record any information relating to, a Nominated Card or Cardholder, unless required for the purposes of processing Recurring Transactions against that Nominated Card which have been authorised by the Cardholder. For the avoidance of doubt, the Merchant must not store prohibited Cardholder data including magnetic stripe data (track data), EMV data (chip data) and the CVV2 after a transaction is complete and must immediately destroy this information in one of the manners set out in Condition 31.1(xii) after processing a non-Recurring Transaction or after processing the initial Recurring Transaction.

(iv) If permitted to record any information under Condition 31.1(iii) in respect of the Nominated Card, the Merchant may only record the Cardholder's account number, expiration date and name of the Cardholder.

(v) Except with Worldline's prior written consent, the Merchant must not request or retain a Cardholder's personal identification number, password or other code or information that can be used to access a Cardholder's account. Consent will only be given by Worldline in exceptional circumstances and conditions may apply. Without limitation, this Condition 31.1(v) is a material obligation of the Merchant under the Agreement.

(vi) The Merchant must ensure that any full card-read data in respect of Nominated Cards accessed by the Merchant in connection with a Transaction (or otherwise in connection with the Agreement) is stored only by the Merchant on an electronic file in a secure environment with restricted access in compliance with the Compliance Requirements, for the sole purpose of providing documentation for exception processing.

(vii) The Merchant must not record, store, replicate or otherwise use full card-read data for any other purpose.

(viii) The Merchant must promptly notify Worldline by telephone in the event that the Merchant is aware or suspects that Cardholder data is being used fraudulently or otherwise improperly.

(ix) The Merchant must take all steps that are, in the circumstances, reasonable to ensure that Cardholder data is protected against loss, theft, unauthorised access or use, or other misuse.

(x) The Merchant must immediately notify Worldline by telephone as soon as the Merchant becomes aware or suspects that Cardholder data has been stolen, lost or may otherwise have been compromised.

(xi) Any breach of this Condition 31.1 by the Merchant may result in the Merchant being liable, including under Condition 34, for any loss or costs suffered or incurred by Worldline as a result of theft or loss of Cardholder data, or other breach of security in connection with any loss arising from any unauthorised or fraudulent use of Cardholder data that occurs before the Merchant gives notice to Worldline in accordance with Condition 31.1.

(xii) The Merchant must ensure that Cardholder data is destroyed in the following manner:

- (a) shred, incinerate or pulp hardcopy materials so that Cardholder data cannot be reconstructed; and
- (b) render Cardholder data on electronic media unrecoverable so that Cardholder data cannot be reconstructed.

31.2 Payment Card Industry Data Security Standard

(i) The Merchant must comply with PCI DSS requirements at all times. In particular:

- (a) If the Merchant is authorised to accept Internet Transactions, pre-authorisation or offline transactions, the Merchant must ensure all Cardholder data and transaction records are received, processed and stored in compliance with PCI DSS.
- (b) If the Merchant is required to store Cardholder data, the Merchant must ensure both the type of Cardholder data retained and the method used to store it is compliant with PCI DSS and Worldline requirements.
- (c) The Merchant must not store sensitive information, including security codes (CVV2, CVC2) PIN or magnetic strip data.
- (d) The Merchant must provide Worldline with its compliance action plan (if required by any Nominated Card Scheme for the purposes of complying with the PCI DSS) within 90 days of receiving a request from Worldline to do so. The Merchant must also comply with the rules of any Nominated Card Scheme as specified in this Agreement or otherwise notified to the Merchant from time to time, including any obligations regarding compliance with the PCI DSS. Worldline will notify the Merchant of any such obligations and, to the extent practicable, will provide the Merchant with a reasonable period to comply with such obligations.

32. Terminal Guides

(i) Worldline will provide the Merchant with all applicable Terminal Guides (including Merchant Operating Guides). The Terminal Guides include policies, procedures and other information the Merchant requires for the day-to-day operation of the Merchant Facilities, including certain requirements of Nominated Card Scheme rules.

(ii) The Merchant must read and comply with all Terminal Guides provided by Worldline in relation to the Merchant Facilities or the Agreement.

33. Training

(i) The Merchant agrees to participate in any training offered by Worldline (at Worldline's expense) that is in any way connected with the provision of Merchant Facilities under this Agreement.

(ii) Worldline will be deemed to have provided training to the Merchant if it has provided training to an employee, contractor or agent of the Merchant.

(iii) The Merchant is responsible at the Merchant's cost for training the Merchant's employees, contractors or agents who are to operate Electronic Terminals or otherwise process Transactions so that those employees, contractors and agents are familiar with the Merchant's obligations under the Agreement and Transactions are processed in accordance with the Agreement.

34. Indemnity

The Merchant indemnifies Worldline against all claims, damages, actions, losses and liabilities (including all fines, penalties and other charges incurred by Worldline as a result of any act or omission of the Merchant) which Worldline or any of its employees, contractors or agents suffers or incurs arising directly or indirectly from:

(i) the negligence or fraud of the Merchant or an employee, contractor or agent of the Merchant;

(ii) the failure of the Merchant, or an employee, contractor or agent of the Merchant, to observe any of the Merchant's obligations under the Agreement;

(iii) any dispute arising between the Merchant and the Cardholder in respect of the supply, use, quality or fitness for purpose of goods or services or the provision of cash;

(iv) any use of an Electronic Terminal by the Merchant or its employees, contractors or agents;

(v) any representation, warranty or statement made by the Merchant or its employees, contractors or agents to the Cardholder; or

(vi) any misrepresentation, breach of contract and/or failure of consideration relating to any contract for the supply of goods or services by the Merchant to a Cardholder, except that the Merchant is not obliged to indemnify Worldline or its employees, contractors or agents against any claims, damages, actions, losses or liabilities to the extent they result from the fraud, wilful default, mistake or negligence of Worldline or its employees, contractors or agents. Worldline will also take reasonable steps to mitigate any claims, damages, actions, losses or liabilities which are the subject of this indemnity.

35. Worldline liability

(i) 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 (including consequential loss or damage) suffered by the Merchant under the Agreement including, but not limited to, loss or damage suffered because an Electronic Terminal or any telephone line or other communications device or service is malfunctioning or not operating, except direct loss or damage attributable to the fraud, wilful default, mistake or negligence of Worldline.

To remove any doubt and without limiting the generality of this provision, Worldline services and Merchant Facilities are dependent on messaging, communications, processing and other systems which are subject to interruption or breakdown for a variety of reasons. Worldline will take all commercially reasonable steps to reduce the duration should such interruption or breakdown occur but will not otherwise have any liability for any failure, delay or other matter resulting from it.

(ii) If an Electronic Terminal supplied by Worldline is malfunctioning or not operating, Worldline's liability is only to repair or replace the Electronic Terminal.

(iii) Worldline is not liable for any loss, liability or damage which a Merchant may suffer or incur resulting from Worldline's failure to credit the Merchant Account due to technical or administrative difficulties relating to the banking system used for the transfer of funds to the Merchant Account.

36. Third party services

Worldline is not responsible for the acts or omissions of any third party which provides services, including processing services, to the Merchant in connection with the Merchant Facilities. For the avoidance of doubt, Worldline is not liable for any losses, claims, damages, costs, terms or expenses suffered by the Merchant (including consequential loss) arising from or in connection with any act or failure to act by such third party in connection with a Transaction.

37. Appointment of agent, subcontractor or other party

(i) The Merchant must not appoint any agent or subcontractor or a person in any other capacity ("**an Appointee**") to carry out the performance of any of the Merchant's obligations under the Agreement without the specific written agreement of Worldline, such agreement not to be unreasonably withheld.

(ii) If Worldline agrees to the appointment of an Appointee the Merchant will be responsible for any act or omission of that Appointee as if the Merchant had performed such act or omission.

38. Promotional material

(i) Worldline will supply the Merchant with Nominated Card signs, decals and other promotional material as agreed in the Services Form, other document forming part of the Agreement or otherwise in writing from time to time.

(ii) The Merchant must prominently display in the Merchant's Premises each Nominated Card decal and other promotional material supplied by Worldline or Worldline's authorised representative.

(iii) Where the Merchant is authorised in writing by Worldline to accept Internet orders, the Merchant must display logos, signs or other promotional material supplied by Worldline or Worldline's authorised representative on the Merchant's website wherever payment options are presented to the Cardholder.

(iv) The Merchant must not use any promotional material in relation to Worldline or any Nominated Card Scheme except as authorised by Worldline. The Merchant must not use the name, logo, any trademarks, brand names, business names or copyright belonging to Worldline or any Nominated Card Scheme without the prior written approval of Worldline.

(v) The Merchant authorises Worldline to publish the name, address, telephone number and email address of the Merchant and to use any logo applicable to the Merchant in any correspondence, circular or publication of Worldline.

(vi) The Merchant must only advertise goods and services which can be purchased with a Nominated Card in Australian currency or any other currency authorised in writing by Worldline.

39. Representations and warranties

(i) When the Merchant supplies Transaction details to Worldline, whether the Transaction is processed electronically or manually, the Merchant represents and warrants to Worldline that:

- (a) all Transaction details are true and correct;
- (b) the Merchant has complied with the requirements of the Agreement applicable to processing of Transactions;
- (c) the Merchant is not aware of any fact which would cause the Transaction to be an Invalid Transaction;
- (d) the Merchant has complied with all applicable Laws in carrying out its obligations in connection with the Transaction under the Agreement; and
- (e) the information the Merchant has provided Worldline in the Application remains true and correct and not misleading in any material respect.

(ii) The Merchant represents and warrants to Worldline that the Merchant has power to enter into and perform its obligations under the Agreement and that the Agreement is valid, binding and enforceable against the Merchant.

(iii) The Merchant represents and warrants to Worldline that the information the Merchant has provided Worldline in the Application is true and correct and not misleading in any material respect.

(iv) The Merchant acknowledges that the issue of a Nominated Card to a Cardholder is not a representation or warranty by Worldline or the Nominated Card issuer as to the Cardholder's credit worthiness or identity.

(v) The Merchant represents and warrants to Worldline that the Merchant has complied with all applicable Laws in carrying out its obligations under the Agreement.

40. Merchant's continuous obligations

(i) The Merchant must immediately notify Worldline in writing:

- (a) if circumstances arise which may have a material adverse effect on the Merchant's business, assets or financial condition or the Merchant's ability to perform the Merchant's obligations under the Agreement. It is advisable that the Merchant informs Worldline promptly when it is in financial difficulty; or
- (b) if the Merchant sells, leases or transfers its business or any of the Premises;
- (c) if a Merchant changes the address where it carries on business or otherwise changes its contact details (e.g., telephone number or email address) or starts carrying on business at any other place; or
- (d) if the Merchant changes the nature, scope or type of its business;
- (e) if the Merchant changes the structure or ownership of its business, appoints a new director or shareholder or has any change in its beneficial owners (as defined in the *Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2001 (No 1)*).

(ii) The Merchant must provide copies of its latest financial statements and any other financial information (including bank statements) reasonably requested by Worldline within 30 days of a request by Worldline.

(iii) When requested by Worldline, the Merchant must promptly complete and submit all forms and documents supplied or requested by Worldline within 30 days of a request by Worldline.

(iv) The Merchant must read and comply with all Terminal Guides, terminal guides or other instructions reasonably given by Worldline in accordance with Condition 46 in relation to the Merchant Facilities or the Agreement.

(v) The Merchant must prominently and clearly inform the Cardholder of the identity of the Merchant so that the Cardholder can readily distinguish the Merchant from any supplier of goods or services to the Merchant or other third party. The Merchant must also notify the Cardholder that the Merchant is responsible for:

- (a) the sales Transaction including any goods or services that are the subject of the sales Transaction;
- (b) all customer service relating to the sales Transaction;
- (c) dispute resolution in connection with the sales Transaction; and
- (d) performance of the terms and conditions of the sales Transaction.

(vi) When requested by Worldline, the Merchant must promptly install all software updates and replace any hardware such as Electronic Terminals, Terminal Cables, Terminal Stands and Keys required by Worldline. If the Merchant does not do so, Worldline may stop allowing the Merchant to access or use the software or hardware required to be updated or replaced.

41. Security

(i) At any time, Worldline may request that the Merchant provide Worldline with Security of a type, and to secure an amount, specified by Worldline and the Merchant must provide such Security. In specifying the type of Security and amount secured under this clause, Worldline will act in accordance with what is reasonably necessary to protect its legitimate commercial interests.

(ii) If Worldline specifies a time by which the Security must be provided, the Merchant must provide the Security to Worldline by that time.

(iii) Without limiting Conditions 17, 44 or 41(i) above, if Worldline believes there is a likelihood of any of the events in Condition 43(ii) occurring, or such events do occur, Worldline may by notice in writing to the Merchant, in its absolute discretion, retain portions of the Merchant's settlement proceeds in a separate account. Such suspense account can be either a Retention Account or a separate account in the name of Worldline. Worldline may retain the Security until Worldline is satisfied that:

(a) the risk of any of the events in Condition 43(ii) occurring, or ceasing to occur, no longer exists; and/or

(b) no Transactions will be charged back by Cardholders.

42. Suspension of merchant facility or suspension of pay out of all Transactions

(i) Worldline reserves the right to suspend the Merchant Facilities, immediately on notice to the Merchant if any of the events listed in Condition 43(ii) occurs.

(ii) To secure its obligations under this Agreement and for valuable consideration, the Merchant grants an irrevocable power of attorney to Worldline to direct the relevant financial institution who holds the Merchant Account to freeze the Merchant Account and refuse to allow withdrawals of funds from the Merchant Account, immediately on notice by Worldline to the Merchant if any of the events listed in Condition 43(ii) occurs. Worldline's right to freeze the Merchant Account pursuant to this Condition may be exercised separately from, or in addition to, the right Worldline has under Condition 42(i).

(iii) When exercising this right Worldline is not required to notify the Merchant of the date on which the suspension of the Merchant Facilities or freezing of the Merchant Account, or both, as the case may be, will end. Under certain circumstances Worldline may freeze the Merchant Account or refuse to allow withdrawal of funds from a Merchant Account before giving the Merchant notice (but will promptly give the Merchant notice after having done so).

(iv) When Worldline suspends the Merchant Facilities as contemplated in Condition 42(1) or a financial institution at the direction of Worldline freezes the Merchant Account as contemplated in Condition 42(ii), or both, as the case may be and the Merchant is aware of this (or should reasonably be aware):

(a) the Merchant must not accept any Nominated Cards as payment for goods or services; and

(b) Worldline is not obliged to accept any Transactions processed by the Merchant after notification of suspension or freezing.

(v) Worldline may during the period of suspension of the Merchant Facilities or freezing of the Merchant Account, or both, as the case may be, terminate the Merchant Facilities under Condition 43.

(vi) Worldline at its discretion may end the suspension of the Merchant Facilities or freezing of the Merchant Account, or both, as the case may be if Worldline is satisfied in its reasonable opinion that the Merchant has remedied any events listed in Condition 42(ii)(b), (d), (h), (i) or (j) that have occurred, to the extent they are remediable, and that the risk of loss to Worldline, the Merchant, Nominated Card Schemes and/ or Cardholders does not require ongoing suspension of the Merchant Facilities or freezing of the Merchant Account.

43. Termination

(i) Worldline may at any time terminate the Agreement by giving the Merchant at least 30 days' notice in writing. The Merchant may at any time terminate the Agreement by giving Worldline notice:

(a) by calling Worldline Merchant Services to request closure of the Merchant Facility and receiving acknowledgment of this request from Worldline (which shall not be unreasonably delayed or refused); and

(b) where instructed by Worldline, by completing the merchant maintenance form to request closure of the Merchant Facility.

The notice does not need to include any reason and will take effect:

(c) where no Electronic Terminal(s) are supplied by Worldline under the Agreement, on the date of such notice; or

(d) where Electronic Terminal(s) are supplied by Worldline under the Agreement, on the date which is the earlier of:

(A) the date on which all Electronic Terminal(s) are returned by the Merchant and/or recovered by Worldline; or

(B) the date that is 30 days from the date on which the notice was given.

(ii) Worldline may terminate the Agreement immediately by notice to the Merchant should any of the following occur:

(a) an Insolvency Event occurs in relation to the Merchant;

(b) the Merchant breaches any of its obligations under the Agreement in a material way;

(c) the Merchant does not process any Transactions with Worldline for a continuous period of six months;

(d) in Worldline's reasonable opinion, the Merchant is involved in an unacceptably high number of Chargebacks, Refund requests or retrieval requests, without justification acceptable to Worldline;

(e) it becomes illegal or impossible in practice for Worldline to continue to provide the Merchant Facilities to the Merchant (including because the provision of the Merchant Facilities would breach a material requirement of a Nominated Card Scheme);

(f) the Agreement becomes in whole or a material part void, voidable or unenforceable or a claim is made to that effect, in each case because of a change in the Law or a change in the circumstances of the Merchant;
(g) Worldline reasonably determines that the Merchant has processed a Transaction that the Merchant knew, or ought to have known, was fraudulent or illegal;
(h) Worldline reasonably determines that the continued provision of the Merchant Facilities to the Merchant may damage the reputation of Worldline or otherwise reasonably considers that Worldline or the Merchant may suffer loss if it continues to provide the Merchant Facilities to the Merchant;
(i) any of the information provided by the Merchant in the Application or otherwise to Worldline is or becomes incorrect, or false or misleading in a material respect unless the Merchant has notified Worldline of the change and the change is satisfactory to Worldline;
(j) the Merchant's details and other information disclosed in the Application materially changes, including, but not limited to, a change to the nature or type of business conducted by the Merchant unless the Merchant has notified Worldline of the change and the change is satisfactory to Worldline;
(k) the Cardholder has not received the goods or services as required by the terms of the Transaction (and, in the case where the Merchant is not the provider of the goods or services and acts as agent for the provider of the goods or services, the goods or services have not been provided by the principal) and the Merchant has failed to provide Worldline with proof of receipt of, and satisfaction with, the goods or services by the Cardholder within 5 Business Days of Worldline's request to do so; or
(l) Worldline reasonably determines that the Merchant is:
  (A) using Worldline's products, software or services in an illegal, fraudulent or unlawful manner; or
  (B) using Worldline's products, software or services to undertake or in connection with illegal, fraudulent or unlawful activities.
(m) the Merchant is or has engaged in activity which exposes Worldline or has exposed Worldline to unreasonable operational risk or potential fines or penalties imposed under relevant Law.

(iii) The Merchant must terminate the Agreement within 7 days of the earlier of:
(a) The Merchant ceasing to trade; or
(b) The Merchant no longer requiring the Merchant Services.

(iv) Termination of the Agreement or any part of it does not affect any rights or obligations of the Merchant or Worldline that arose prior to termination. In particular, any obligation the Merchant has under the Agreement to indemnify Worldline or to pay Worldline any amounts (including costs), is a continuing and independent obligation and survives even if the Agreement is terminated. All Transactions made prior to termination are subject to the terms of the Agreement.

(v) The Merchant Facilities may be closed by Worldline within 30 days of the date on which the Merchant Agreement was terminated.

(vi) On giving or receiving a notice to terminate the Agreement, the Merchant must immediately arrange with Worldline for the recovery of all stationery (excluding stationery paid for by the Merchant), promotional material or equipment (including Electronic Terminals) supplied in connection with the Agreement.

(vii) The Merchant authorises Worldline to:
(a) disclose to any person the fact that all or part of the Agreement has been terminated;
(b) disclose information concerning the termination and reasons for termination of all or part of the Agreement to any credit provider or Nominated Card Scheme

The Merchant acknowledges that the disclosure of this information may affect the Merchant's ability to successfully apply for merchant facilities in the future.

(viii) The obligations contained in Conditions 12, 16, 18, 19, 21, 22, 34, 35, 42, 43, 44, and 49 survive termination of the Agreement.

44. Set off

(i) Worldline may upon notice to the Merchant set off any Liability owed by Worldline to the Merchant against any Liability owed by the Merchant to Worldline under or in connection with this Agreement.

(ii) If Worldline exercises its right of set off under Condition 17 or 44 in respect of any Liability that is contingent, unascertained or unliquidated, Worldline may estimate the amount of that Liability in good faith and exercise its right of set off, or appropriation in respect of that estimate.

(iii) If the actual Liability proves to be less than the amount set off Worldline must pay the Merchant the amount of the difference. If the actual liability proves to be more than the amount set off the Merchant must pay to Worldline the amount of the difference on demand by Worldline.

45. Variation

(i) Sometimes Worldline may need to make changes to the terms of the Agreement or any Terminal Guide or Merchant Operating Guide that apply to the Merchant Facilities or an Electronic Terminal used by the Merchant for the purposes of the Merchant Facilities. The table below set out the changes Worldline can make from time to time and how and when it will notify the Merchant. A reference to 'in writing' includes any method of giving notice set out in condition 46 below including by posting a notice on the Merchant Portal or the Worldline website or any other method permitted by law.

Changes in the table below can be made to the Agreement for an individual Merchant, a class of Merchants or all Merchants.

Type of changes Worldline can make	Method of notice	Minimum number of days' notice of the change
Change a fee or charge	In writing	30 days or less if favourable to you
Introduce a new fee or charge	In writing	30 days
Change how we calculate your fees or charges, or the frequency of, or payment date for, your fees or charges (other than a government fee or charge)	In writing	30 days or less if: - favorable to you; or - it is reasonable for us to manage a material and immediate risk
Introduce or change a fee or charge set by a Nominated Card Scheme	In writing	Worldline will provide reasonable notice of any such change where possible (acting reasonably) but in any event notice will be given no later than the day of change
Changes that are administrative or correct a mistake, inconsistency or omission	In writing	30 days
Changes reflecting our business, communication or technological systems or processes	In writing	30 days, or less if: – favourable to you; or – it is reasonable for us to manage a material and immediate risk
Changes to comply with any Law or any Change in Law, or any decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service, regulator, or any other similar body	In writing	
Changes that, in our reasonable opinion, are required to protect any person from the risk of fraudulent or illegal activity	In writing	
Changes to add, change or remove any of discounts, benefits or concessions	In writing	
Changes to simplify the terms of the Agreement	In writing	
Changes to reflect product changes or improvements or to ensure that the terms of the Agreement are consistent with our operational processes	In writing	
Changes to discontinue or replace a product, and for this purpose Worldline may change the product to a different product with similar features to the discontinued or replaced product	In writing	
Changes that reflect current industry or market practice or conditions	In writing	
Changes outside or Worldline's control including by changes required to comply with rules, guidance or mandates of Nominated Card Schemes	In writing	Worldline will provide reasonable notice of any such change, except where allowing reasonable notice would result in non-compliance by Worldline with a Law.
The introduction of, changes to, or the removal of, any Nominated Card.	In writing	Worldline will provide reasonable notice of any such change, except where allowing reasonable notice would result in non-compliance by Worldline with a Law.
Changes that are beneficial to the Merchant	In writing	Worldline will provide reasonable notice of any such change where possible (acting reasonably) but in any event notice will be given no later than the day of change

(ii) In addition to the rights above, Worldline may change a Merchant's Authorised Floor Limit immediately on notice:
- where Worldline has approved a change requested by the Merchant;
- where in Worldline's reasonable opinion, the change is required to protect Worldline, the Merchant and/ or Cardholders from actual or suspected fraudulent activity;
- to enable the processing of Transactions during technical difficulties; or
- where required by a change in Law.

(iii) Where the Merchant's Authorised Floor Limit is changed for any other reason, Worldline will provide the Merchant with reasonable notice of at least 30 days of the change.

(iv) The Merchant acknowledges that where Worldline agrees to an increase in the Merchant's Refund limit, Authorised Floor Limit or tipping limit in respect of the Merchant Facilities, additional or increased incidence of liabilities or losses may arise as a result, including from erroneous or fraudulent Transactions.

(v) For the avoidance of doubt, Worldline may make changes to any section of a Terminal Guide or Merchant Operating Guide that does not apply to the Merchant Facilities or any Electronic Terminal used by the Merchant for the purposes of the Merchant Facilities and is not required to notify the Merchant of any such changes.

(vi) If a proposed change to a term of this Agreement is not acceptable to the Merchant, the Merchant can terminate the Merchant Facilities under Condition 43.

46. Notice

(i) The Merchant acknowledges that Worldline may deliver notices to it in any of the ways listed in Condition 46(ii) and consents to notices being delivered in any of these ways. A notice sent to the Merchant's Representative or any other person nominated by the Merchant will be deemed to be a notice sent to the Merchant.

(ii) A notice must be in writing and is taken to be received:

(a) If published on Merchant Portal or the Worldline website, 48 hours after it is posted;

(b) if delivered personally, at the time of delivery;

(c) if sent by post, on the seventh day after the posting;

(d) if sent by email, at the time when the email enters the information system of the receiving party; or

(e) when the party sending the notice is Worldline and it relates to any new or varied Terminal Guide, if delivered via the Worldline website at anzworldline.com.au/operating-guides on the third day after the posting of the notice to that website.

(iii) The addressor email address to be used for notices is the last address or email address advised by a party. The Merchant must inform Worldline immediately of any change of the Merchant's address or email address.

47. Privacy, confidentiality and use of information by Worldline

(i) Worldline will collect and use information from and about you during your relationship with Worldline. This Condition 47 sets out when and how Worldline may collect, use and disclose this information. In this Condition 47, 'you' means the Merchant.

(ii) Worldline will collect and use information from and about you during your relationship with Worldline, including information that you or we collect, obtain, create, generate, process or store relating to you, Cardholders, Nominated Cards and Transactions or during Worldline providing or you using the Merchant Facilities (Information).

(iii) If you are a corporation, you agree to obtain the consent of your directors and shareholders for Worldline to collect, use and disclose their personal information as provided in this Condition 47.

(iv) It is important that the information Worldline holds about you is up to date. You must let Worldline know when information you have provided Worldline has changed. This includes changes to your ownership or control, if you are a corporation, changes to your directors or shareholders and the nature of your business.

(v) Unless otherwise stated, this clause applies to individuals and non-individuals (e.g. companies).

Collection, use and disclosure of information

(vi) Worldline may use and disclose the information we collect about you for the following purposes:

- to assist in providing information about a product or service;
- to consider your request for a product or service;
- to enable Worldline to provide a product or service;
- to tell you about other products or services that may be of interest to you;
- to assist in arrangements with other organisations in relation to the promotion or provision of a product or service;
- to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);
- to consider any concerns or complaints you raise against Worldline and/or to manage any legal action in relation to Worldline;
- to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- as required by relevant Laws, codes of practice, external payment systems, regulatory requirements and internal policy.

(vii) Worldline may also use, modify, adapt, process, store and disclose the information we collect about you for other business purposes of Worldline or to commercialise the information, and Worldline may distribute, transfer, assign, sub-licence or disclose that information to any third party (including those described in the Conditions 47(x) and 47(xi) below).

Absence of relevant information

(viii) If you do not provide some or all of the information requested, Worldline may be unable to provide you with a product or service.

Information required by law etc.

(ix) Worldline may be required by relevant laws to collect certain information from you. Details of laws that require us to collect information about individuals (personal information) and why these laws require us to collect personal information are contained in Worldline's Privacy Policy which is available at anzworldline.com.au/privacy.

Providing your information to others

(x) Worldline has an alliance with ANZ in relation to merchant acquiring products and services, and Worldline and ANZ work closely together. Worldline may share any of your information with ANZ, and ANZ may use your information in the same manner and to the same extent that Worldline is permitted to under this Agreement. You can find ANZ's Privacy Policy at www.anz.com/privacy. ANZ's Privacy Policy includes information about collection personal information from third parties and pursuant to particular laws; overseas disclosures of personal information (including likely countries); the credit reporting bodies ANZ uses; requesting access to and correction of personal information; and making privacy complaints. If you are an individual you can contact Worldline to withdraw your consent to Worldline disclosing personal information to ANZ (except where otherwise permitted by law, e.g. where Worldline has engaged ANZ to provide a service to Worldline which requires your personal information). If you wish to opt out of receiving ANZ marketing, call 13 13 14 or email yourfeedback@anz.com.

(xi) Worldline may provide your information to:

- any related entity of Worldline which may use the information to: carry out Worldline's functions and activities; promote its own products and services; assess your application for one of its products or services; manage your product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;
- an organisation that is in an arrangement with Worldline to jointly offer products and/ or has an alliance with Worldline to share information for marketing or other purposes (and any of its outsourced service providers or agents), to enable them or Worldline to: provide you with products or services; and/or promote a product or service;
- an organisation involved in any actual or proposed sale or restructure of Worldline's business, or purchase of another business;
- any agent, contractor or service provider Worldline engages to carry out or assist its functions and activities (for example, mailing houses or debt collection agencies);
- an organisation that assists Worldline to identify, prevent or investigate fraud, unlawful activity or misconduct;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties Worldline is authorised or required by Law or court/ tribunal order to disclose information to;
- participants in the payments system (including Nominated Card Schemes, payment organisations and merchants) and other financial institutions (such as Nominated Card issuers or banks) who may in turn share your information with their agents, contractors or service providers;
- credit providers;
- insurers and reinsurers;
- any person who introduces you to Worldline;
- your referee(s);
- your joint account holder(s); and
- your authorised agents; your executor, administrator or trustee in bankruptcy; your legal representative; your attorney; your solution provider or anyone acting for you in connection with your account.

(xii) If you are an individual and do not want us to tell you about products or services, please contact Worldline to withdraw your consent.

(xiii) Worldline may disclose information to recipients (including service providers, Worldline's related entities and participants in the payments system) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. You can find details about the location of these recipients in Worldline's Privacy Policy which is available at anzworldline.com.au/privacy.

Credit Reporting

(xiv) You agree that Worldline may obtain information about your credit history and credit worthiness, including credit liabilities, repayments and defaults, from a credit reporting body (including a body that provides information on commercial activity and commercial credit worthiness) and use it to assess any application for credit, to manage your credit and for the purposes of debt collection. Worldline may also disclose information about you to credit reporting bodies. Information about credit reporting, including the name and contact details of these credit reporting bodies, when Worldline may disclose your information to them to include in a report about your credit worthiness, and how you can request credit reporting bodies not use your information in certain circumstances, is available at anzworldline.com.au/credit-reporting.
If you would like a hard copy of Worldline's Privacy Policy please contact dataprotection-ms-au@worldline.com.

Collecting sensitive information

(xv) Unless otherwise permitted by Law, Worldline will not collect sensitive information about you, such as information about your racial or ethnic origin, political association or criminal record, without your consent.

Personal information you provide about someone else

(xvi) If you give Worldline personal information about someone else, please show them a copy of this Condition 47 so that they may understand the manner in which their personal information may be used or disclosed by Worldline in connection with your dealings with Worldline.

48. Audit

If there is a dispute involving a Transaction or Worldline suspects that fraud is involved, the Merchant authorises Worldline, or its agent, to enter the Merchant's Premises during the Merchant's normal business hours to examine and take copies of the Merchant's books of account and records as they relate to the disputed transaction or suspected fraud. Where practical, Worldline will provide the Merchant with reasonable notice before exercising its rights under this condition.

49. Anti money laundering and sanctions

(i) The Merchant agrees that Worldline may, in its sole and absolute discretion, do or omit to do anything, or terminate the Agreement without incurring any liability, if Worldline suspects, for any reason, that:
- (a) the Agreement or an action it is required or requested to take under this Agreement;
- (b) its involvement in any Transaction that is in any way connected with this Agreement; or
- (c) its performance of any service for any person in connection with this Agreement;

might in any way cause Worldline:
- (d) to breach any Law, regulation or other legal prohibition of any place or jurisdiction (including a foreign place or jurisdiction);
- (e) to deal in any way with any person (natural, corporate or governmental) that is sanctioned, or is connected in any way to any person that is sanctioned, under economic and trade sanctions imposed by the United Nations, the European Union or any country;
- (f) to breach any sanction of any kind imposed by any country (including any sanction that supports a decision or resolution of the United Nations Security Council);
- (g) to deal in any way with any person (natural, corporate or governmental) that has been listed or named by any government, or independent authority (such as the United Nations or the European Union), as a person who is in any way suspected of being involved (or potentially involved) in terrorism or in any activities connected with terrorism; or
- (h) to be involved (whether directly or indirectly) in any transaction which involves the proceeds of unlawful conduct or which involves proceeds which might be applied for the purposes of unlawful conduct;
- (i) the Merchant or Worldline's dealings with the Merchant may breach Worldline's policies on sanctions, anti-money laundering and counter-terrorism financing.

For the purposes of this Condition, the circumstances listed in paragraphs (d) to (i) above are collectively described as "**unlawful acts**".

(ii) The Merchant must provide all information to Worldline which Worldline reasonably requires in order:
- (a) to manage anti-money laundering, counter- terrorism financing and economic and trade sanctions risk;
- (b) to comply with any Laws, regulations, or other prohibitions that may be applicable to Worldline with respect any Transaction, requested action or obligation applicable to Worldline; and/or
- (c) to avoid involvement in any unlawful act.

(iii) Where permitted by law, the Merchant must immediately notify Worldline if it suspects any money laundering or terrorism financing;

(iv) The Merchant warrants and undertakes to Worldline that it will not request Worldline to take any action, or to perform any obligation, in connection with this Agreement that might cause Worldline to be involved in any unlawful act. Should the Merchant become aware that Worldline might become involved in an unlawful act in connection with this Agreement, the Merchant must immediately tell Worldline of the fact or circumstance that might cause Worldline to be at risk of involvement in an unlawful act. Should the Merchant become aware that Worldline has become involved in an unlawful act, as a result of its performance of any action or obligation in connection with this Agreement, the Merchant must where permitted by law immediately tell Worldline of the facts or circumstances that has caused this to occur.

(v) The Merchant agrees that Worldline may disclose any information concerning the Merchant to any Law enforcement agency or court where required to do so under any Law or regulation (including a Law or regulation of a foreign place or jurisdiction).

50. Personal property securities act (PPSA)

50.1 PPSA further steps

If Worldline determines that any document that forms part of the Agreement is or contains a Security Interest for the purposes of the PPSA, the Merchant agrees to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which Worldline asks and considers necessary for the purposes of:

(i) ensuring that the Security Interest is enforceable, perfected and otherwise effective; or

(ii) enabling Worldline to apply for any registration, or give any notification, in connection with the Security Interest so that the security interest has the priority required by Worldline; or

(iii) enabling Worldline to exercise rights in connection with the Security Interest.

50.2 PPSA undertaking

If the Merchant or its Guarantor holds any Security Interests for the purposes of the PPSA and if a failure by the Merchant or its Guarantor to perfect such Security Interests would result in a Material Adverse Effect, the Merchant agrees to implement, maintain and comply in all material respects with, procedures for the perfection of those Security Interests. These procedures must include procedures designed to ensure that the Merchant or its Guarantor takes all steps under the PPSA to continuously perfect any such Security Interest including all steps necessary:

(i) for the Merchant or its Guarantor to obtain, the highest ranking priority possible in respect of the Security Interest; and

(ii) to reduce as far as possible the risk of a third party acquiring an interest free of the Security Interest.

If Worldline asks, the Merchant agrees to arrange at the Merchant's expense an audit of the PPSA procedures. Worldline may ask the Merchant to do this if it reasonably suspects that the Merchant is not complying with this clause.

50.3 Costs of further steps and undertaking

Everything the Merchant or its Guarantor is required to do under this clause is at the Merchant's expense. The Merchant agrees to pay or reimburse the reasonable costs of Worldline in connection with anything the Merchant or its Guarantor is required to do under this clause (including any charges and expenses, including those incurred in connection with advisers and any legal costs on a full indemnity basis.)

50.4 No PPSA notice required unless mandatory

Worldline need not give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

50.5 Disclosure of confidential information under the PPSA

The Merchant and its Guarantor agree that despite anything else in the Agreement, neither the Merchant nor Worldline, may disclose any information of the kind referred to in section 275(1) of the PPSA (including any information or documents in connection with any Security) unless section 275(7) of the PPSA otherwise applies. Without the consent of Worldline, the Merchant and its Guarantor also agree:

(i) not to authorise the disclosure of any information of the kind referred to in section 275(1) of the PPSA in response to a request made under that section;

(ii) not to request Worldline to give the Merchant or its Guarantor any information of the kind referred to in section 275(1) of the PPSA.

51. Governing law

This Agreement is governed by the Law in force in the State of Victoria, Australia. Worldline and the Merchant agree to submit to the non- exclusive jurisdiction of the courts of Victoria, Australia.

52. Dispute resolution procedures

Where the Merchant has a complaint in relation to the provision of the Merchant Facilities, it should speak with Worldline in the first instance. If the complaint cannot be resolved promptly, a supervisor within Worldline will take responsibility for resolution of the complaint. Worldline's aim is to resolve any complaint within ten Business Days. If this is not possible, Worldline will keep the Merchant informed on the progress of the matter and how long Worldline expects it will take to resolve the complaint.

53. Relationship of the parties

Nothing in the Agreement creates a relationship of joint venture, partnership or principal and agent between Worldline and the Merchant. The Merchant must not act as if, or represent or attempt to represent to any person that, any such relationship exists.

54. Assignment

(i) This Agreement is binding on the parties, their executors, administrators, successors and permitted assigns. The Merchant must not transfer any of the Merchant's rights or obligations under the Agreement unless Worldline consents in writing.

(ii) Worldline may transfer any of its rights or obligations under the Agreement on giving 14 days' prior notice to the Merchant.

(iii) To remove any doubt Worldline may at any time arrange with a third party to provide any of the services Worldline is obliged to provide to the Merchant under the Agreement.

55. Severability

If in any jurisdiction, a provision of the Agreement is illegal or unenforceable, the Agreement is to be interpreted for the purposes of that jurisdiction only, as if it had never included the provision so far as the provision is illegal or unenforceable.

56. Waiver

The rights Worldline has under the Agreement cannot be waived except by Worldline giving the Merchant written notice waiving the particular rights. In particular, Worldline does not waive any right that Worldline has in connection with the Agreement merely because Worldline does not exercise it or does not exercise it as soon as Worldline can.

57. Mistakes

Worldline acknowledges that sometimes we can get things wrong. If this happens, we intend to make things right again. The Merchant can contact Worldline to discuss questions, concerns or errors relating to the Agreement or the Merchant Facilities.

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Payment Solutions

anzworldline.com.au

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Payment Acceptance Australia Pty Ltd, ABN 50 645 073 034, Tower 4, Level 15, Collins Square, 727 Collins Street, Docklands VIC 3008, Australia
1800 039 025 | merchants-ms-au@worldline.com | anzworldline.com.au