

General Conditions Merchant Services

11/2023

(AUS)

ANZ Worldline Payment Solutions means Worldline Australia Pty Ltd ACN 645 073 034 ("Worldline"), a provider of merchant solutions. Worldline is not an authorised deposit taking institution (ADI) and entry into any agreement with Worldline is neither a deposit nor liability of Australia and New Zealand Banking Group Limited ACN 005 357 522 ("ANZ") or any of its related bodies corporate (together "ANZ Group"). Neither ANZ nor any other member of the ANZ Group stands behind or guarantees Worldline.

For general enquiries, please contact ANZ Worldline Payment Solutions on 1800 039 025 (24 hours a day, 7 days a week)

Contents

1.	These General Conditions	5
2.	Meanings of words and expressions	5
3.	Interpretation	12
4.	Provision of Merchant Facilities	13
5.	Conditions precedent	13
6.	Nominated cards, permitted uses and Alternative Payment Methods	14
6.1	Nominated cards and permitted uses	14
6.2	Additional provisions for Alipay	15
6.3	Additional provisions for WeChat Pay	18
7.	Processing Transactions	21
8.	Pre-authorisation	23
9.	Back-Up Mode	24
10.	Authorisation	25
11.	Refunds	25
12.	Invalid Transactions	26
13.	Chargeback	28
14.	Transaction information	28
15.	Settlement of Transactions	29
16.	Settlement	29
16.1	Net settlement	29
16.2	Timing of settlement - general	31
16.3	Deferral where suspected fraud, an invalid Transaction, a Relevant Event or an invalid Nominated Card	31
17.	Merchant accounts	32
18.	Retention Notice and Retention Account	32
19.	Fees, charges, other payments and GST	35
20.	GST	36
21.	Merchant websites	37
22.	Electronic Terminals	38
22.1	General	38
22.2	Electronic Terminals supplied by Worldline	39
22.3	Electronic Terminals not supplied by Worldline	40
23.	Electronic Terminals– security	40
24.	Passwords for Electronic Terminals	41
25.	Terminal stands and cables	41
26.	Supply of stationery	42
27.	Tap on Mobile	42
27.1	Tap on Mobile	42
27.2	Tap on Mobile licence	42
27.3	Tap on Mobile App	42
27.4	Infrastructure of the Merchant	44
27.5	Online Portal	44
28.	Merchant Portal	45
29.	Online Payment Acceptance Services - General	46
30.	Connection to The Gateway	47
31.	Worldline Account and The Gateway Support Site	47
32.	Security of the Online Payment Acceptance Service	48

33.	Dynamic Currency Conversion	50
34.	Multi-Network Card Routing	51
35.	Surcharging	51
36.	Tipping	52
37.	Nominated card scheme obligations	52
38.	Information collection, storage and disclosure by the Merchant	53
38.1	General	53
38.2	Payment Card Industry Data Security Standard	54
39.	Terminal Guides	55
40.	Training	55
41.	Indemnity	55
42.	Worldline liability	56
43.	Third party services	56
44.	Appointment of agent, subcontractor or other party	56
45.	Promotional material	57
46.	Representations and warranties	57
47.	Merchant's continuous obligations	58
48.	Security	59
49.	Suspension of merchant facility or suspension of pay out of all Transactions	59
50.	Termination	60
51.	Set off	62
52.	Variation	62
53.	Notice	65
54.	Privacy, confidentiality and use of information by Worldline	65
55.	Audit	68
56.	Anti money laundering and sanctions	69
57.	Personal property securities act (PPSA)	70
57.1	PPSA further steps	70
57.2	PPSA undertaking	70
57.3	Costs of further steps and undertaking	70
57.4	Exclusions of PPSA provisions	71
57.5	Disclosure of confidential information under the PPSA	71
58.	Governing law	71
59.	Dispute resolution procedures	71
60.	Relationship of the parties	71
61.	Assignment	72
62.	Severability	72
63.	Waiver	72
64.	Mistakes	72

1. These General Conditions

These General Conditions are part of your Agreement with Worldline. The 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; and
- (v) 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:

"Affiliate" means (a) a director, officer, partner, member, manager, executor or trustee of such person; and (b) any person directly or indirectly controlling, controlled by, or under common control with, that person. For purposes of this definition, "control", "controlling" and "controlled" means having the right to elect a majority of the board of directors or other comparable body responsible for management and direction of a person by contract, by virtue of share ownership or otherwise.

"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, online application 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.

"Alipay Services" means the payment method defined in Condition 6.2.

"Alipay Users" has the meaning given in Condition 6.2.

"Alternative Payment Method" means Alipay Services and WeChat Pay Services and any other payment method as notified to the Merchant from time to time.

"Approved Store" means the Australian Google Play Store, the Australian App Store and any other store specified in the Terminal Guides from time to time. Android and Google Play are registered trademarks of Google LLC. App Store is a service mark of Apple Inc.®

"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 payments 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 13.

“Chargeback Fee” means any fee charged by Worldline in relation to processing Chargebacks and specified in your Contract Module or other document forming part of this Agreement.

“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 and to which the Merchant has agreed detailing, among other things, the products and services Worldline will provide to the Merchant under the Agreement and the applicable pricing.

“Corporations Act” means the *Corporations Act 2001* (Cth).

“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 a 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.

“eCommerce Transaction” means a Transaction processed as card not present using an eCommerce product offered by Worldline, but excludes Transactions hand-keyed by the Merchant.

“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 Multi-Network Card Routing.

“Eligible Mobile Device” means a mobile phone or Tablet running NFC technology and meeting such other requirements specified by Worldline in the relevant Terminal Guide, including in relation to the operating system.

“Gateway” means the payment processing platform, known as Worldline Global Online Pay, which enables the provision of the Online Payment Acceptance Services.

“Gateway Support Site” means the Worldline websites made available to Merchants for information, support or to otherwise to provide access to certain products or services.

“Guarantor” means a person who has given, gives or is to give a Security and includes the person’s executors, administrators, successors and transferees.

“Hosted Payment Page” means a secure webpage on which a customer of the Merchant enters their payment details to pay for the Merchant’s goods or services.

“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 any Guarantor becomes subject to any other form of external administration or becomes subject to a restructuring under Part 5.3B of the Corporations Act;
- (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 any Guarantor takes steps towards publicly promoting a scheme of arrangement;
- (f) the Merchant or any Guarantor takes steps towards publicly promoting a “safe harbour” pursuant to section 588GA of the Corporations Act;
- (g) the Merchant or any 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);
- (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 or any Guarantor is a partnership, the partnership is dissolved or the Merchant or any Guarantor resolves to dissolve the partnership; or
- (k) if the Merchant or any Guarantor is an individual, the Merchant or any 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 12.

“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, Scheme Rules 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 or any Guarantor’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 or any Guarantor’s business; or
- (e) the effectiveness or priority of any Security or Security Interest granted under the Agreement; or
- (f) the validity or enforceability of any document that forms part of the Agreement.

“Merchant” means the person(s) named as Merchant in the Services Form.

“Merchant Account” means any accounts nominated by the Merchant to be used for the purposes of this Agreement (including settlement, Chargeback or billing purposes).

“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.

“Minimum Monthly Fee” means the minimum monthly fee payable each calendar month or part thereof for a Pricing Pack and specified in the Contract Module or otherwise notified by Worldline in accordance with this Agreement.

“MOTO” means mail order, telephone order or internet order Transaction, but does not include an eCommerce Transaction.

“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.

“Multi-Network Card Routing” means a service which specifically directs a contactless transaction made using a Relevant Multi-Network Card through the domestic eftpos network or an international card scheme network (e.g. Visa or Mastercard).

“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), charge cards (such as Diners).

“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.

“Online Payment Acceptance Services” means the following services:

- (a) access to the Gateway to submit, manage and process eCommerce Transactions through integration methods made available or approved by Worldline, such as the Hosted Payment Page;
- (b) some customisation of the Hosted Payment Page which allows the Merchant to determine layout, colour, logo, display and background of the page. The fields (including language, amount, payment methods) cannot be changed;
- (c) access to additional functionality on the Merchant Portal. This includes (i) reporting on all Transactions for payment methods set out in the Merchant Operating Guide, (ii) search functionality for eCommerce Transactions processed using the Gateway and (iii) management of eCommerce Transactions processed using the Gateway such as refund, capture or cancellation;
- (d) 3D-Secure, which is an additional, generally 2 factor, security layer that enables cardholders to authenticate themselves when making eCommerce Transactions. “3D-Secure” is known under various commercial names, such as “EMV-3DS”, “Visa Secure”, “MasterCard Identify Check”, “American Express SafeKey” and “J/Secure”;
- (e) hosting of the Hosted Payment Page and the Worldline Account, including the data processed by Worldline in processing eCommerce Transactions and providing ancillary services; and
- (f) any ancillary service offered by Worldline and selected by the Merchant and detailed in the Services Form, Contract Module or another document forming part of this Agreement.

The features and services included in the Online Payment Acceptance Service are further described on the the Gateway Support Site.

“PCI DSS” means the Payment Card Industry Data Security Standard applicable from time to time.

“Pre-authorisation” means the process where a Merchant places a hold on a Cardholder’s funds for the expected value of a transaction, or a part thereof, to be processed at a later time.

“Premises” means the various locations or location where the Merchant conducts business and is authorised by Worldline to accept Nominated Cards.

“Pricing Pack” means a Small, Medium or Large Pricing Pack or One Pack Pricing Pack as stated on the Contract Module, or such other pricing structure which Worldline notifies is a “Pricing Pack” from time to time.

"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.

"PSP ID" means the unique name of a Worldline Account, used by Worldline to identify a Merchant in respect of the Online Payment Acceptance Services.

"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 authority from the Cardholder to process Transactions against a Cardholder's Nominated Card account (as applicable).

"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 Event" means the occurrence of any of the following events, matters or circumstances:

- (a) an Insolvency Event occurs in relation to the Merchant;
- (b) an event occurs in relation to the Merchant which has a Material Adverse Effect;
- (c) Worldline reasonably considers that Worldline may suffer loss, or a Cardholder may not receive the goods or services supplied or to be supplied by the Merchant paid for by a Transaction, based on the solvency, financial position or liquidity position of the Merchant (including the Merchant's capacity to comply with potential future refunds or Chargebacks, refund Worldline penalties by the Nominated Card Schemes or pay any other sums due to Worldline);
- (d) Worldline otherwise reasonably considers that the Merchant's business otherwise gives rise to a significant risk of financial loss to Worldline, the Merchant and/or Cardholders;
- (e) the Merchant makes significant changes to the nature or scale of its business or payment terms, goods or services, or the fulfilment of services or changes its refund process without notifying Worldline in advance; or
- (f) the Merchant receives a material increase to the amount of Chargebacks and/or Refunds.

"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 specifically route contactless transactions via either the domestic eftpos network or an international card scheme network (e.g. Visa or Mastercard).

"Representative" means each party's representative with authority to represent it as notified to the other party from time to time.

"Retained Proceeds" has the meaning given to that term in condition 18(ii)(b).

“Retention Account” means a bank account held with ANZ or another authorised deposit-taking institution designated for the purposes of and subject to the conditions set out in Condition 18 (Retention Account) holding Retained 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 Amount” has the meaning given to that term in condition 18(ii)(a).

“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 up in relation to the Merchant, that Worldline requires the Retention Amount to be increased.

“Scheme Rules” means the requirements, regulations, rules, by-laws or mandates of any Nominated Card Scheme. To the extent this Agreement obliges the Merchant to comply with Scheme Rules, Scheme Rules includes only such requirements, regulations, rules, by-laws or mandates of which Worldline has notified the Merchant. For example, Scheme Rules may be included in the Agreement or in a Terminal Guide. Worldline need not expressly notify the Merchant that such requirements, regulations, rules, by-laws or mandates are Scheme Rules.

“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 48.

“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, Contract Module or other document forming part of the Agreement or any variation to the Agreement or any condition otherwise agreed in writing by the Merchant and Worldline to be a Special Condition.

“Tap on Mobile Subscription Fee” means the Tap on Mobile Subscription Fee listed in the Services Form, Contract Module or any other document forming part of the Agreement.

“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 Guides, 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 the 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 Allowance” means the total maximum dollar value of sales and cash Transactions that can be processed by a Merchant per calendar month included in the Minimum Monthly Fee for a particular service and set out in the Contract Module or other documents forming part of the Agreement. Worldline calculates the Transaction Allowance based on the dollar value of sales and cash Transactions processed by the Merchant using the service specified in the Contract Module. Refunds or reversals are not used in the calculation, meaning the Transaction Allowance will not be reduced if the Merchant processes Refunds or reversals.

“Transaction Fee” means the Merchant Services Fees, Debit Card Fee and any other fee listed in the Services Form, Contract Module or other document forming part of the Agreement, which Worldline charges for processing Transactions on a per Transaction basis.

“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.

“WeChat Pay Services” means the payment method defined in Condition 16.3.

“Worldline” means Worldline Australia Pty Ltd ACN 645 073 034.

“Worldline Account” means the Merchant’s account for the the Gateway identified by a PSP ID.

“Worldline Account User” means each employee of the Merchant authorised by the Merchant to access and use the Worldline Account on the Merchant’s behalf.

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; and
 - (d) General Conditions.
- (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 54, 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 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, Contract Module, 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, Contract Module or other document forming part of the Agreement or as otherwise advised to the Merchant by Worldline have been fulfilled.

6. Nominated cards, permitted uses and Alternative Payment Methods

6.1 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 or, if Worldline elects to expand the Nominated Cards a Merchant is permitted to accept, as otherwise additionally prescribed in writing by Worldline.
- (iii) 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 (where it does not have a specific eCommerce Merchant Facility); or
 - (c) process an Internet Transaction where it does not have a specific eCommerce Merchant Facility, unless specifically authorised in writing by Worldline.
- (iv) 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 dealings 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.

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

6.2 Additional provisions for Alipay

- (i) Alipay Connect Pte Ltd (**Alipay**) provides a global payments platform for payment processing, clearing and settlement named the Alipay+ Core Platform.
- (ii) Worldline has enabled Merchants to accept payments from customers who have a wallet connected to the Alipay+ Core Platform (**Alipay+ Users**) through the use of the Alipay+ Core Platform (**Alipay Services**).
- (iii) Alipay has enabled a number of wallets including the Alipay Wallet to be connected to the Alipay+ Core Platform. Please note that these terms and conditions apply to all Alipay+ Users unless specified only for an Alipay wallet user.
Please note that these terms and conditions apply to all Alipay+ Users unless specified only for an Alipay wallet user.

Required Information

- (iv) Prior to enabling Alipay Services, Worldline will collect and disclose the following information to Alipay and any Alipay Affiliate for the purpose of assessing the Merchant's application for Alipay Services:

Merchants (in-store)	Merchants (online)
<ul style="list-style-type: none"> · Partner ID · Merchant legal name (registered name) · Registration number · Merchant type (Corporate/Individual) · Registered Country/Region · Registered address · Merchant MCC · Store name · Store ID · Store Country/Region · Store address · Store MCC 	<ul style="list-style-type: none"> · Partner ID · Merchant legal name (registered name) · Registration number · Merchant type (Corporate/Individual) · Registered Country/Region · Registered address · Website URL/APP Domain · Merchant Category Code

- (v) The Merchant agrees that:
 - (a) all information it provides must be true and accurate; and
 - (b) it will notify Worldline as soon as reasonably practicable if there are any changes to the information it has provided to Worldline.

- (vi) Worldline may request and disclose any other reasonable Merchant information that Alipay may reasonably request from time to time.
- (vii) The Merchant acknowledges and accepts that Alipay reserves the right to decline an application for Alipay Services and that Worldline and Alipay will incur no liability for this action.

Representations and Warranties

- (viii) In addition to Condition 46, the Merchant represents and warrants to Worldline that:
 - (a) all products offered by it to Alipay+ Users comply with all applicable laws and regulations and are not Prohibited Products, as set out Condition 6.2(xvi); and
 - (b) no products sold by the Merchant to Alipay+ Users infringe upon any third party's rights and interests, including, without limitation, intellectual property rights and proprietary rights.

Records and Information

- (ix) Worldline will provide Mandatory Transaction Information to Alipay for each payment made by an Alipay+ User.
- (x) Mandatory Transaction Information is set out in Alipay+ WeChat Pay Information Guide available at: <https://anzworldline.com.au/alipaypluswechatpay-informationguide.html>
- (xi) The Merchant acknowledges and accepts that Alipay may suspend Alipay Services if it does not receive the Mandatory Transaction Information for each payment.
- (xii) The Merchant agrees that:
 - (a) it will maintain information regarding each Transaction for a period of no less than 5 years from the date the Transaction was processed.
 - (b) Alipay may request additional Transaction information by written notice to review, evaluate, investigate or verify a certain Transaction or otherwise for Alipay to comply with applicable Laws.
 - (c) On request, it will provide Alipay, relevant third party service providers, regulator or governmental authorities any other relevant Transaction information (including but not limited to the Merchant, products, transaction amount, currency, time and counter-parties) on 10 working days' notice.

Refunds

- (xiii) For the purpose of Alipay sales transactions, the Merchant acknowledges that Alipay will only accept and process a refund if the request is made within 365 days from the date of the original transaction.
- (xiv) To the extent permitted by Law but without limiting any statutory warranties under the *Australian Consumer Law* or the *Australian Securities and Investments Commission Act (2001)*, the Merchant must communicate to customers that refunds will only be processed for 365 days from the date of the original transaction.
- (xv) Any refund must be for a corresponding sales Transaction. The refund must not exceed the original value of the sales Transaction. Any refunds will be deducted from the Merchant's settlement proceeds. The Merchant must contact Worldline should it require any refunds outside the 365 day period from the date of the original sales transaction.

Prohibited Products

- (xvi) The Merchant acknowledges and accepts that Worldline will provide Alipay with information regarding the Merchant's products or business as reasonably requested by Alipay from time to time. The Merchant agrees that it must not process any Transaction for a Prohibited Product. The Merchant must review the list of Prohibited Products available at <https://anzworldline.com.au/alipaypluswechatpay-informationguide.html>

Unauthorised payments

- (xvii) Alipay may determine in its sole discretion that certain features of the Alipay Services are subject to a higher risk of unauthorised transactions or fraud and implement measures with reasonable notice to manage this risk. Measures may include adjustments to payment limits or in certain circumstances, a suspension of the Alipay Services to the Merchant. This is in addition to any other rights that Worldline may exercise under the General Conditions.

Disputes

- (xviii) Alipay Wallet Users may raise a dispute directly with Alipay and that Alipay will apply the User Dispute Handling Process and Guidelines available here <https://anzworldline.com.au/alipaypluswechatpay-informationguide.html>. The User Dispute Handling Process and Guidelines will operate alongside the relevant Chargeback provisions in the General Conditions. To the extent there is any conflict between the General Conditions and the User Dispute Handling Process and Guidelines, the User Dispute Handling Process and Guidelines will take precedence.
- (xix) For all other Alipay+ Users (other than an Alipay Wallet User), disputes may be raised directly with the Merchant or through the Alipay+ User's wallet provider who may in turn, engage Alipay to assist in resolving the dispute.
- (xx) Should a dispute be raised with Worldline directly, Worldline will request that the Merchant provide relevant information regarding the dispute immediately. In the circumstances that Worldline is unable to make a determination in relation to the dispute based on the information the Merchant provided or if the Merchant fails to provide the requested information, Worldline will be entitled to debit the value of the transaction that was already reimbursed or to set off the claim against any other amount owing to the Merchant. Worldline may instruct the Merchant to initiate a refund to the Alipay+ Users and/or to take other actions to address the dispute.

Liability

- (xxi) In addition to Condition 41, the Merchant will indemnify 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 imposed on Worldline or the Merchant directly) which Worldline or any of its employees, contractors or agents suffers or incurs arising directly or indirectly as a result of or in connection with a failure to follow any direction, instruction or guidelines provided by Alipay or an Affiliate or where the Merchant has processed a Transaction involving a Prohibited Product except to the extent caused by the gross negligence or wilful misconduct of Worldline or any of its employees, contractors or agents.

- (xxii) The Merchant acknowledges and accepts that where it breaches Laws, these terms and conditions or the Merchant's agreement with Worldline that Worldline may be obliged to notify Alipay or its Affiliate of this breach.

Alipay Brand

- (xxiii) The Merchant agrees to display and promote the Alipay and Alipay+ Brand Mark (being any authorised Alipay+ word, name, logo, design, symbol and trademark) provided to the Merchant to indicate that the Merchant is enabled for Alipay+ Services.

Privacy and disclosure of information

- (xxiv) Worldline will collect, use, manage and disclose Merchant information provided in relation to Alipay Services in accordance with its privacy policy available at: <https://anzworldline.com.au/en/privacy.html>. The Merchant also acknowledges and agrees that for the express purpose of providing Alipay Services that Worldline will disclose Merchant information (including personal information) with Alipay.com Co Ltd, Alipay Connect Pte Ltd and its Affiliates in People's Republic of China and to other countries outside of Australia.

Termination and Suspension

- (xxv) The Merchant acknowledges and accepts that Alipay retains the full discretion to decline access to, or suspend or terminate the provision of the Alipay Services to any Merchant or prospective Merchant at any time with written notice if Alipay determines that the Merchant is engaged in high risk activities.
- (xxvi) Worldline is also entitled to terminate or suspend the provision of Alipay Services where in Worldline's reasonable opinion, the Merchant's activities or actions may damage Worldline or Alipay or an Affiliate's reputation.
- (xxvii) This is in addition to Worldline's rights to suspend any part of a Merchant Facility under the General Conditions.

Miscellaneous

- (xxviii) In addition to condition 42, Worldline is unable to represent or warrant that the Alipay+ Core Platform will be available at all times and will operate without disruption.
- (xxix) The Merchant acknowledges and accepts that any reference to a Nominated Card Scheme in condition 37, condition 49(vi), condition 52, condition 54 will be read and apply as a reference to an Alternative Payment Method.

6.3 Additional provisions for WeChat Pay

- (i) Tenpay Payment Technology Co., Ltd. (**Tenpay**) operates a global payments platform (**Platform**). Worldline has enabled Merchants to accept payments from WeChat Pay users (**WeChat Pay Services**). Tenpay operates and supports the Platform in technical, organisational and administrative respects.

Additional Merchant Information

- (ii) The Merchant will provide Worldline with such additional information and documents as Worldline reasonably requires for Worldline to facilitate the provision of WeChat Pay Services. This information may include (without limitation), confirmation of business name and registration, registered address, business address, details of the Merchant's authorised representatives and any other

information as required by law or regulation or otherwise as reasonably requested by Tenpay.

Representations and Warranties

- (iii) The Merchant represents and warrants to Worldline that:
 - (a) it has all licenses, regulatory approvals and permits legally required to conduct its business;
 - (b) all products / services offered by it to WeChat Pay users comply with all applicable laws and regulations and do not infringe upon any third party's rights;
 - (c) it will only use process WeChat Pay transactions for the business purpose stated in the Merchant's original Service Form;
 - (d) all information disclosed to Worldline in connection with these General Conditions is materially true, accurate and complete; and
 - (e) it will notify Worldline if there are any changes to any information that the Merchant previously disclosed to Worldline.

Risk Assessment and Management

- (iv) Worldline shall be entitled to perform a risk assessment of the Merchant and to audit (or have audited) the Merchant's activities for the purposes of Worldline's risk management. Worldline may request the disclosure of additional financial statements or other information following the risk assessment.
- (v) Should Worldline determine that the Merchant has engaged in any high risk activities (including if the Merchant has breached the terms of its Agreement with Worldline), Worldline may delay settlement and/or suspend access to WeChat Pay Services.
- (vi) The Merchant acknowledges and accepts that Worldline will also notify Tenpay of the action it has taken and that Tenpay may, as a result, also adjust the WeChat Pay Services transaction limits.

Records and Information

- (vii) On Worldline's request, the Merchant will immediately provide any information relating to transactions, including name and quantity of the products and/or type of services, transaction currency, amount, order time, parties of the transaction and the location of the transaction, as well as other specific transaction information (if applicable).
- (viii) The Merchant authorises Worldline to share such information with Tenpay, and Tenpay to provide the relevant records and information to governmental agencies and regulatory authorities as necessary (subject to any legal restrictions under applicable law).
- (ix) The Merchant must not collect, keep or use any of Customers' information including but not limited to verification code, personal identification number (PIN) or passwords, except as necessary to meet its obligations under these General Conditions or to comply with applicable laws or regulations.

Refunds

- (x) Condition 11 sets out the Merchant's obligations in relation to refunds. For the purposes of WeChat Pay Transactions this paragraph also applies.
- (xi) Tenpay will process any refund if the request for refund is made within 365 days from the date of the original

transaction. Any refund must be for a corresponding sales Transaction. The refund must not exceed the original value of the sales Transaction. The Merchant is not permitted to initiate a refund in any way other than through WeChat Pay (e.g. the Merchant must not process a refund in cash). Any refunds will be deducted from the Merchant's settlement proceeds. The Merchant must contact Worldline should it require any refunds outside the 365 day period from the date of the original sales transaction.

User Complaints and Disputes

- (xii) The Merchant agrees that it will provide Worldline with any relevant documentation in relation to a dispute immediately on Worldline's written request. In the circumstances that Worldline is unable to make a determination in relation to the dispute based on the information the Merchant provided or if the Merchant fails to provide the requested information, Worldline will be entitled to debit the value of the transaction that was already reimbursed or to set off the claim against any other amount owing to the Merchant. Worldline may instruct the Merchant to initiate a refund to the WeChat Pay user and/or to take other actions to address the dispute.

Liability

- (xiii) In addition to condition 41, the Merchant will indemnify 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 imposed on Worldline or the Merchant directly) which Worldline or any of its employees, contractors or agents suffers or incurs arising directly or indirectly from a failure to follow any direction, instruction or guidelines provided in relation to the WeChat Pay Services, Tenpay or an Affiliate except to the extent caused by the gross negligence or wilful misconduct of Worldline or any of its employees, contractors or agents.

Presentation of promotional materials/ Intellectual Property

- (xiv) The Merchant must use promotional materials, strictly as prescribed and supplied by Tenpay to notify customers that it accepts WeChat Pay as a payment method. The Merchant will display the logos that Tenpay provides with all other forms of payment methods that the Merchant accepts.
- (xv) The Merchant agrees these General Conditions and the Merchant's use of promotional materials does not confer any proprietary rights in the promotional materials to the Merchant. The Merchant must not infringe and ensure no other party infringes the intellectual property in any of the promotional materials supplied by Tenpay. The Merchant must cease all use of the promotional materials immediately if Worldline or Tenpay terminates the Merchant's acceptance of WeChat Pay.

Privacy and disclosure of information

- (xvi) Worldline will collect, use, manage and disclose Merchant information provided in relation to WeChat Pay Services in accordance with its privacy policy available at: <https://anzworldline.com.au/en/privacy.html>. The Merchant also acknowledges and agrees that for the express purpose of providing WeChat Services that Worldline will disclose

Merchant information (including personal information) with Tenpay and its Affiliates in People's Republic of China and to other countries outside of Australia.

Termination and Suspension

- (xvii) In addition to the rights under the General Conditions Worldline may suspend or terminate WeChat Pay Services with immediate effect where:
 - (a) The Merchant has breached these General Conditions;
 - (b) There are repeated WeChat User complaints and/or WeChat Pay transactions reported as fraudulent;
 - (c) Tenpay has notified Worldline that it must suspend or terminate the WeChat Pay Services;
 - (d) Tenpay has suspended or terminated its agreement with Worldline in relation to the provision of WeChat Pay as a payment method; and
 - (e) The Merchant also acknowledges and accepts that Worldline or Tenpay may suspend WeChat Pay Services if the Merchant has not processed a WeChat Pay Transaction within 180 calendar days.
- (xviii) The Merchant acknowledges and agrees that Tenpay has full discretion to decline access to the Platform, or to suspend or terminate the provision of the WeChat Payment Services to Worldline and/or any Merchant at any time with reasonable notice.

Miscellaneous

- (xix) The Merchant must only process genuine and legitimate transactions and ensure that all transactions are processed in accordance with applicable laws and regulations. The Merchant may only accept WeChat Pay transactions for its own account and business purpose and only for products (goods/services) as agreed with Worldline.
- (xx) The Merchant acknowledges that WeChat Pay Services are dependent on messaging, communications, processing and other systems which are subject to interruption for reasons outside of Worldline's reasonable control. Worldline will take all commercially reasonable steps to reduce the duration should such interruption occur but will not otherwise have any liability for any failure, delay or other matter resulting from it.

7. Processing Transactions

- (i) The Merchant must only use Electronic Terminals or 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 (including the requirements of any Scheme Rules).
- (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;
 - Retain the Nominated Card until the Merchant has completed the security checks and obtained authorisation via the Electronic Terminal for the Transaction.
 - (b) Do not locate the Electronic Terminal under a security camera or any other CCTV device.
 - (c) Do not let anyone service or remove the Electronic Terminal without viewing proper identification;
 - (d) Do not allow equipment to be used by unauthorised persons;
 - (e) Do not divulge Cardholder information (e.g. card names or numbers) to any third party;
 - (f) For eCommerce Transactions, the Merchant’s website must have the CVV2 field enabled and must require this field to be completed by the Cardholder for each Transaction. The Merchant must not store a Cardholder’s CVV2 information for future use;
 - (g) Immediately contact Worldline and request to speak to the fraud team if the Merchant is concerned about a particular order or Transaction.
- (vii) Following each Transaction the Merchant must immediately give the Cardholder a copy of the Transaction Voucher in accordance with Condition 21(vi). 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) 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; and
 - (f) comply with all requirements in the Terminal Guides in relation to recurring Transactions.
- (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. Pre-authorisation

- (i) If Worldline has authorised a Merchant to perform Pre-authorisations in the Services Form, a Contract Module or document forming part of the Agreement, this condition applies.
- (ii) Pre-authorisations can only be performed on Nominated Cards which are credit or debit cards.
- (iii) The Merchant agrees to comply with the requirements in the Terminal Guide for Pre-authorisations and any requirement of a Nominated Card Scheme notified by Worldline.
- (iv) When processing Pre-authorisations, the Merchant must:
 - (a) Disclose to the Cardholder when a Pre-authorisation is performed;
 - (b) Only process a Pre-authorisation where the final amount of a transaction is not known;
 - (c) Cancel or complete all Pre-authorisations within any validity period provided by Worldline or the Nominated Card Scheme and not leave a Pre-authorisation to expire;
 - (d) Cancel the Pre-authorisation as soon as it becomes aware that it will not be completing the amount held for Pre-authorisation;

- (e) Where the Pre-authorisation is required for longer than the approved validity period, request for an extension of the Pre-authorisation in accordance with the instructions set out in the applicable Terminal Guides.

9. Back-Up Mode

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

- (i) If Worldline authorises a Merchant to perform Transactions using Back-Up Mode and the Merchant chooses to perform Transactions using Back-Up Mode, this Condition 9 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 53, 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; or
 - (d) the Transaction is permanently lost, other faults or technological issues occur or other circumstances arise, in each case due to circumstances beyond Worldline's control, which prevent Worldline from settling the Transaction.
- (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 9(viii) above.

10. Authorisation

- (i) 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 38.
- (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.

11. 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 Terminal Guides (including the Merchant Operating 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 11(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 11(ii)(a) or Condition 11(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 11; 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.

12. 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 is frozen in accordance with Condition 49 or terminated in accordance with Condition 50;
- (iii) the Merchant processes the Transaction knowing (or in circumstances where the Merchant would reasonably be expected to know) 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 Nominated Card surcharge properly incurred or charged by the Merchant;
- (ix) for:
 - (a) non-Recurring Transactions – the Transaction requires authorisation by Worldline and the Merchant does not obtain such authorisation or 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, within 5 Business Days of Worldline's request to do so;
- (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) 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;
- (xvii) the Merchant fails to lodge Transactions with Worldline for settlement in accordance with Conditions 14 and 15;
- (xviii) the same transaction is processed by the Merchant more than once;
- (xix) the Merchant key-enters the Transaction into the Electronic Terminal without prior approval from Worldline;

- (xx) 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;
- (xxi) in Worldline's reasonable opinion, the Cardholder justifiably disputes liability for the Transaction for any reason;
- (xxii) in Worldline's reasonable opinion, the Cardholder justifiably makes a claim for set off or counter claim in respect of the Transaction against Worldline;
- (xxiii) the Transaction was processed in breach of the requirements of any Laws;
- (xxiv) the Transaction is not authorised by Worldline or the authorisation request is declined for any reason;
- (xxv) the Transaction was made using the DCC Service and the Merchant has not complied with the requirements in Condition 33;
- (xxvi) for an eCommerce Transaction, the Cardholder has not inputted their CVV2 or have not inputted the correct CVV2 on the Merchant's website;
- (xxvii) the Transaction exceeds any transaction limit or refund limit specified in the applicable Terminal Guide; or
- (xxviii) 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.

13. 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 deducting it from proceeds of sales and cash Transactions, 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 Card Issuer or 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.

14. 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 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 38 on the later of:
 - (a) the expiry of the 30-month period in Condition 14(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.

15. Settlement of Transactions

- (i) Subject to the other terms of this Agreement and 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 Conditions 16 and 18, 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 deduct the full amount of each Refund Transaction from proceeds of sales and cash Transactions or debit it from the Merchant Account.
- (ii) Worldline will issue a monthly record of Transactions, which may at Worldline's discretion be sent through Merchant Portal, including a summary of the number of Debit Transactions and the number and total amount of all Credit Transactions processed by Worldline to the Merchant Account during the previous month.

16. Settlement

16.1 Net settlement

- (i) The Merchant must pay Worldline the fees, charges and other amounts set out in the Agreement.
- (ii) The Merchant acknowledges and agrees that:
 - (a) fees and amounts owed by the Merchant to Worldline will be deducted from sales and cash Transactions before the remaining proceeds are settled to the Merchant Account;
 - (b) this may result in the Merchant receiving no settlement proceeds on a particular day, despite having

- processed sales and cash Transactions on that day;
and
- (c) where the fees and other amounts owed by the Merchant exceed the sales and cash Transactions of the Merchant on a particular day, the Merchant will continue to owe Worldline the difference (**Outstanding Amount**) and Worldline may debit the Merchant Account for the Outstanding Amount.
- (iii) If the Merchant is on a Small, Medium or Large Pricing Pack, Worldline will deduct the following amounts before settling sales and cash Transactions to the Merchant Account:
- (a) each day:
- (i) Refund and reversal Transactions processed by Worldline on that day;
 - (ii) Chargebacks processed by Worldline on that day and any related Chargeback Fees;
 - (iii) any Nominated Card Scheme fines or charges;
 - (iv) applicable Transaction Fees for each Transaction processed that day after the Merchant reaches their Transaction Allowance;
 - (v) any Outstanding Amounts which could not be deducted previously;
- (b) The Minimum Monthly Fee, on the last day of each calendar month; and
- (c) Any other amounts under the Agreement on the day that amount becomes due and owing to Worldline.
- (iv) If the Merchant is not on a Small, Medium or Large Pricing Pack, unless otherwise agreed in writing, Worldline will:
- (a) Each day deduct the following amounts before settling sales and cash Transactions to the Merchant Account:
- (i) any Refund or reversal Transactions processed by Worldline on that day;
 - (ii) Chargebacks processed by Worldline on that day and any related Chargeback Fees;
 - (iii) any Nominated Card Scheme fines or charges;
 - (iv) the relevant Transaction Fees for each Transaction processed by Worldline on that day;
 - (v) any Rebate previously paid by Worldline in respect of a Transaction that was refunded, reversed or charged back on that day; and
 - (vi) any Outstanding Amounts which could not be deducted previously; and
- (b) On the last day of each calendar month deduct the following amounts before settling sales and cash Transactions to the Merchant Account:
- (i) the Terminal Rental Fee, if applicable;
 - (ii) the Monthly gateway subscription Fee, if applicable;
 - (iii) the Gateway Transaction Fees, if applicable, for each Transaction processed through the Gateway in the previous calendar month.
 - (iv) the Tap on Mobile Additional User Fee, if applicable; and
- (c) any other amounts under the Agreement, including the Tap on Mobile Subscription Fee (if applicable) on the day that amount becomes due and owing to Worldline.
- (v) Despite this condition, Worldline reserves the right but without double counting to debit the Merchant Account in respect of any fees, charges or other amounts owed by

the Merchant to Worldline at any time in accordance with the Agreement.

- (vi) The terms set out in this Condition 16, apply to settlement of the Alternative Payment Methods except as follows:
 - (a) The proceeds from any Alternative Payment Method Transaction will generally settle on two Business Days' following the date the sales Transaction was originally processed, unless deferred further under the Agreement.
 - (b) If the Merchant is not on a Small Medium or Large Pricing Pack or the Merchant exceeds the Transaction Allowance of a Small, Medium or Large Pricing Pack, Transaction Fees will generally be deducted from the settlement proceeds two Business Days after the corresponding sales Transaction is processed.

16.2 Timing of settlement - general

- (i) To settle Card Present Transactions, you must ensure that the Electronic Terminal is switched on and that communications are active from the settlement time (as advised to you) or take any steps for settlement, as detailed in the Terminal Guide.
- (ii) Subject to Condition 16.1 and 16.3, 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.
- (iii) 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.

16.3 Deferral where suspected fraud, an invalid Transaction, a Relevant Event 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, or that a Relevant Event has occurred, Worldline reserves the right to take any of the following actions for as long a period as Worldline reasonably determines, namely 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 16.3(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, or a Relevant Event has occurred,

Worldline may do any or all of the following:

- block the Merchant from processing a Transaction; or
- defer settlement of any Transaction for up to 5 Business Days.

It may do these things during a period of up to three months, or such longer period as Worldline determines (acting reasonably) to be necessary, 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.

17. 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 and provide Worldline with immediate notice if the Merchant Account details change. 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 including a new form, if the Merchant Account changes.
- (ii) 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.

18. Retention Notice and Retention Account

- (i) Worldline may, at any time, give the Merchant a Retention Notice in any of the following circumstances, namely where (A), 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 or (B) a Relevant Event occurs.
- (ii) The Retention Notice must specify:
 - (a) the Retention Amount, being an amount that Worldline determines reasonably reflects any actual or contingent liability to Worldline whether present or future, actual or contingent, ascertained or unascertained that flows or may flow from that risk (“**Retention Amount**”); 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 13(i)(b) or otherwise as permitted by this Agreement.
 - (d) continue to retain settlement proceeds to maintain the level of the Retained Proceeds in the Retention Account.
- (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. Worldline may hold Retained Proceeds 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 other period, as notified in writing by Worldline to the Merchant). Each of Worldline and the Merchant agree that:
 - (a) **Flawed asset:** 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 prior written 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 13 (Chargebacks). This condition overrides any other provision, document or agreement to the contrary;
 - (b) **Set off:** at any time, Worldline may, but need not, set off any amount, obligation or liability due, owing or payable from or by the Merchant to Worldline under

the Agreement or any other agreement associated with it or on any account whatsoever, against any amount, obligation or liability due, owing or payable by Worldline to the Merchant, including in all cases any Retention Amounts and any amounts standing to the credit of the Retention Account and/or the Merchant Account, and

- the set off shall operate whether the amount, obligation or liability in question is present or future, actual or contingent, ascertained or unascertained, and regardless of the place of payment, booking branch or currency of either amount, obligation or liability; and
 - if the obligations are in different currencies, or in respect of future, contingent or unascertained amounts, obligations of liabilities, then Worldline may place an estimate (acting in good faith) on the amount, obligation or liability for the purposes of conducting the set off, and convert either amount, obligation or liability at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (c) **Netting:** at any time, Worldline may, but need not, net off any amount, obligation or liability due, owing or payable from or by the Merchant to Worldline under the Agreement or any other agreement associated with it or on any account whatsoever, against any amount, obligation or liability due, owing or payable by Worldline to the Merchant, including in all cases any Retention Amounts and any amounts standing to the credit of the Retention Account and/or the Merchant Account, and:
- the netting shall operate whether the amount, obligation or liability in question is present or future, actual or contingent, ascertained or unascertained, and regardless of the place of payment, booking branch or currency of either amount, obligation or liability; and
 - if the obligations are in different currencies, or in respect of future, contingent or unascertained amounts obligations of liabilities, the Worldline may place an estimate (acting in good faith) on the amount, obligation or liability for the purposes of conducting the netting, and convert either amount, obligation or liability at a market rate of exchange in its usual course of business for the purpose of the netting.
- (d) **Combination of accounts:** Worldline is irrevocably authorised to combine any and all accounts held with or by it on behalf of the Merchant, and to apply (without prior notice) any credit balance (whether or not then due) to which the Merchant is at any time entitled on any such account in or towards satisfaction of any sum then due from the Merchant to Worldline under this Agreement, including without limitation any and all Retention Accounts;
- (e) **Security interest:** the Merchant hereby grants to Worldline a Security Interest in the Collateral to secure all obligations and liabilities of the Merchant to Worldline under or in connection with this Agreement.

“Collateral” for these purposes shall include all of the Merchant’s personal property, rights, interests, powers and entitlements under or in connection with any of the following: (A) this Agreement, (B) any Retention Account, (C) any Retained Proceeds, (D) any Merchant Account, (E) any amounts deferred pursuant to Condition 16 (Settlement), (F) any products or services the subject of any Transactions and any insurance or similar proceeds in relation to any of the same. Worldline shall have all rights and remedies available to a secured party under the PPSA, and the ability to appoint a receiver or receiver and manager to the Collateral with all powers set out in section 420 of the Corporations Act. This condition 18(vi)(e) shall include the provision set out in condition 49.4 below, mutatis, mutandis.

- (f) **Ipsa facto:** sections 415D, 434J, 451E and 454N(6) of the Corporations Act, being the “ipso facto” provisions of the Corporations Act, do not apply to this Agreement or the exercise of any rights, remedies or powers under or in relation to this Agreement, including because this Agreement constitutes a flawed asset arrangement, a netting arrangement, an agreement to set off including set off from the Retention Account, and for combination of accounts including any Retention Accounts;
 - (g) **Release of funds from Retention Account:** 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; and
 - (h) **Reduction Retention Amount:** 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.
- (vii) If this Agreement is terminated, this Condition will survive termination. Any amounts in the Retention Account will only be released to the Merchant after a period of 15 months from the date of termination (or any other time notified to the Merchant by Worldline) or in accordance with a schedule notified in writing by Worldline to the Merchant (if sooner).

19. Fees, charges, other payments and GST

- (i) The Merchant must pay to Worldline the fees, charges, fines and/or penalties 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 or deduct in accordance with Condition 16.1 (Net Settlement) without double counting:
 - (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 Scheme Rules; and
 - (i) all other amounts owing to Worldline by the Merchant under the Agreement.
- (iii) The Merchant must pay on demand by Worldline any amount referred to in Condition 19(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 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 19 from the Merchant Account.

20. GST

- (i) Terms used in this Condition 20 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 20(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.

21. 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 53 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) prices displayed in the currency in which the Transaction will be processed;
 - (c) disclosure of the Merchant's country at the time of presenting payment options to the Cardholder;
 - (d) a returned merchandise and refund policy, prominently displayed;
 - (e) a customer service contact, including electronic address and/or telephone number and the physical address of the Merchant's Premises;
 - (f) any export or legal restrictions (if known);
 - (g) a delivery policy (including the delivery cost, if any);
 - (h) a privacy policy (including the Merchant's policy on dealing with Cardholder information);
 - (i) security capabilities and the Merchant's policy for transmission of Cardholder's details; and
 - (j) 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;
- (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;
- (vi) the Merchant must issue receipts to customers which include the following information:
 - (a) the Merchant's trading name;

- (b) purchase or refund information;
 - (c) Transaction date;
 - (d) Transaction amount;
 - (e) a unique Transaction ID;
 - (f) authorisation ID (if available); and
 - (g) a description of the goods and services; and
- (vii) the Merchant agrees that its website uses a PCI DSS compliant service provider to capture the cardholder data for processing Transactions, or all card Transactions will be processed through an online portal hosted by a PCI DSS compliant service provider. The Merchant agrees that its website does not capture cardholder data or process Transactions.

22. Electronic Terminals

This Condition 22 applies where Worldline has agreed that the Merchant may process Transactions via an Electronic Terminal.

22.1 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;
 - (c) Worldline reasonably suspects that the Electronic Terminal is being used in breach of the Agreement; or
 - (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).

22.2 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 remains 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 53. 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.

22.3 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 approved Electronic Terminal for the purposes of the Agreement; and
 - (c) use the 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.

23. 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 <https://anzworldline.com.au/en/home/merchant-support/merchant-security.html> . 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 53.
- (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 23 by the Merchant may result in the Merchant being liable, including under Condition 41, 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 23(iii).

24. 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.

25. 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 Terminal 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 warranties 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 and Terminal Cables.

26. Supply of stationery

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

27. Tap on Mobile

27.1 Tap on Mobile

- (i) If Worldline has agreed to provide the Tap on Mobile product to the Merchant, this will be specified in the Contract Module and this condition applies.
- (ii) The "**Tap on Mobile**" system is a software solution to be installed on Eligible Mobile Devices which enables contactless payments.

27.2 Tap on Mobile licence

- (i) All components of the Tap on Mobile App (the "**App**") are protected by copyright and must only be used as intended.
- (ii) The Merchant is granted a non-exclusive and non-transferrable licence to use of the App in Australia for the purpose of processing contactless payments from the Merchant's customers using an Eligible Mobile Device during the term of the Agreement ("**the licence**"). Worldline may revoke the Merchant's licence at any time on reasonable notice to the Merchant or immediately if the Merchant materially breaches the terms of the Contract Module or the Agreement.
- (iii) The Merchant does not acquire any rights in the App except those expressly stated in this Condition 27.
- (iv) The Merchant must not:
 - (a) modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Tap on Mobile system except to the extent permitted by and in accordance with applicable law; or
 - (b) purport to sub-license to third parties the right to use the App without the prior written consent of Worldline.

27.3 Tap on Mobile App

- (i) The Merchant must download the App from an Approved Store. The App can be installed on any Eligible Mobile Device. To use the App, the Merchant must use a 3G/4G/5G or Wi-Fi internet connection.
- (ii) The App will be governed by the terms of use of the relevant Approved Store and Worldline will take steps to advise the Merchant of these terms of use.

- (iii) Notwithstanding that the App will be downloaded from an Approved Store, Worldline provides the Merchant with the App and is responsible for the App.
- (iv) The Merchant must ensure at all times that the latest available version of the App is installed. The Merchant must promptly install all updates.
- (v) The Merchant may only use the App to process Transactions with contactless Nominated Cards or Alternative Payment Methods which satisfy the requirements of Worldline, are permitted under the Agreement and satisfy requirements of the relevant Nominated Card Scheme notified to the Merchant from time to time. The Merchant must not use the App to process Transactions with contactless Nominated Cards that are modified, damaged or expired or in breach of the Agreement.
- (vi) Worldline makes no representation or warranty that the App is always available without interruptions or faults or that the information is always correct or complete. To the maximum extent permitted by law but without limiting any statutory warranties under the Australian Consumer Law , Worldline excludes all warranties and representations with respect to the App.
- (vii) The Merchant acknowledges that Worldline may, in its discretion, stop the operation of the App entirely or in part or remove features from the App, for all Merchants, a class of Merchants or an individual Merchant, if Worldline reasonably considers that continued operation of the App or a feature of the App may cause loss to Worldline, Merchants, Nominated Card Schemes or Cardholders or if Worldline is no longer able to offer the App or a feature of the App because it becomes a breach of Law or impossible in practice for Worldline to do so.
- (viii) The Merchant acknowledges and agrees that:
 - (a) it is responsible for identifying and registering employees who will be given access to the App with login credentials;
 - (b) it will keep a record of all personnel who have been given access to the App, when they were given access to the App and when their access was disabled;
 - (c) it will regularly train all personnel on the correct handling and use of the App;
 - (d) it will immediately disable access to the App for any personnel who end their employment with the Merchant;
 - (e) it will take appropriate steps to ensure any Eligible Mobile Device used to access the App has the appropriate software to access and operate the App, is password protected and is protected against malware, viruses and unauthorised access;
 - (f) passwords for the App and the Eligible Mobile Device used to access the App must be changed regularly;
 - (g) it will ensure that all login credentials are provided only to those of its employees who are registered to use the App and that those employees are required to maintain the strict confidentiality and secrecy of their credentials and not record it in any written form;
 - (h) it will ensure all login credentials are adequately protected against access by unauthorised third parties;

- (i) it is solely responsible for the use of the App including by employees;
- (j) any party that accesses the App using the login credentials of the Merchant or an employee of the Merchant will be treated as having been authorised by the Merchant to use the App and the Merchant will be liable for that party's conduct;
- (k) if the Merchant believes or suspects that there has been any fraudulent or unauthorised access to, or use of, the login credentials or the App, or any other breach of security in relation to App, it must immediately notify Worldline and disable the App; and
- (l) it will comply with all reasonable instructions provided by Worldline, including in applicable Terminal Guides, in relation to the use of the App.

27.4 Infrastructure of the Merchant

- (i) The Merchant is solely responsible for obtaining, operating and maintaining infrastructure that is suitable for operating the Eligible Mobile Device and the App. The infrastructure includes point of sale and cash register systems, telecommunications equipment as well as measures for virus protection (e.g., firewalls) and data backups.
- (ii) The Merchant is liable for all costs relating to changes to the infrastructure and all fees related to the internet connection charged by the Internet provider or device provider.

27.5 Online Portal

- (i) The Tap on Mobile Online Portal is accessible via the Internet and using credentials selected by the Merchant.
- (ii) The Merchant acknowledges and agrees that:
 - (a) information provided through Merchant Portal may only be updated at certain intervals and as such may not reflect Transactions as made in real time;
 - (b) it will take appropriate steps to ensure its computer or any mobile device has the appropriate software to access and operate the Online Portal and is protected against malware, viruses and unauthorised access;
 - (c) it must ensure all credentials for the Online Portal are adequately protected against access by unauthorised third parties and it will keep those credentials strictly confidential;
 - (d) it is solely responsible for the use of the Online Portal by persons logging into the Online Portal using the Merchant's credentials;
 - (e) any party that accesses the Online Portal using the login credentials will be treated as having been authorised by the Merchant to use the Online Portal and the Merchant will be liable for that party's conduct; and
 - (f) if it believes or suspects that there has been any fraudulent or unauthorised access to, or use of, the credentials or the Online Portal, or any other breach of security in relation to Online Portal it must immediately notify Worldline.
- (ii) While Worldline will use reasonable endeavours to ensure the quality or accuracy of data made available through the Online Portal, Worldline does not guarantee the quality or accuracy of that 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.

- (iii) Worldline may delete any Online Portal account which has not been used for 12 months and deactivate any credentials which have not been used for 3 months.
- (iv) Worldline will keep Transaction data available on the Online Portal for 30 Days. Worldline does not archive the data made available through Online Portal. The Merchant must download and store the data provided through the Online Portal during the period that it is available.

28. Merchant Portal

- (i) Merchant Portal is accessible via the Internet. The Merchant:
 - (a) acknowledges that it has freely selected the Internet browser or other navigation software to access the Merchant Portal 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
 - (b) is solely responsible for obtaining, operating and maintaining sufficient and suitable infrastructure 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) Merchant Portal is accessible through a login 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 Merchant Portal.
- (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 with login credentials;
 - (b) information provided through Merchant Portal may only be updated at certain intervals and as such may not reflect Transactions as made in real time;
 - (c) it will take appropriate steps to ensure its computer or any mobile device has the appropriate software to access and operate the Merchant Portal and is 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 including the teams manager tool and the use of the Merchant Portal by persons logging into the Merchant Portal using credentials issued to Merchant Users.
 - (g) any party that accesses the Merchant Portal using the login credentials will be treated as having been

authorised by the Merchant to use the Merchant Portal 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 any other breach of security in relation to Merchant Portal 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 Portal, Worldline does not guarantee the quality or accuracy of that 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 Merchant Portal to review Transactions, statements and notices at least every 14 days. It is the Merchant's responsibility 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 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 for 24 months and settlement information available for 9 months. Worldline does not archive the data made available through Merchant Portal. The Merchant must download and store the data provided through the Merchant Portal during the period that it is available.

29. Online Payment Acceptance Services - General

- (i) If the Services Form, Contract Modules or any other document forming part of the Agreement states that the Merchant will be provided with Online Payment Acceptance Services, Worldline will provide the Online Payment Acceptance Services on the terms of this Agreement.
- (ii) The Merchant acknowledges that the Online Payment Acceptance Service is a shared service and is not provided exclusively to the Merchant.
- (iii) The Online Payment Acceptance Service may only be used for the purposes specified in the Agreement and only includes the services described in these General Conditions and any other document forming part of the Agreement.
- (iv) The Merchant must comply with all technical specifications, requirements and instructions in relation to the Online Payment Acceptance Service, as detailed in the relevant Terminal Guides or as reasonably advised by Worldline in writing by giving notice in accordance with Condition 53.
- (v) The Merchant is solely responsible for use of the Online Payment Acceptance Service, including the Merchant Portal, by it and the Worldline Account Users.

30. Connection to the Gateway

- (i) To access the Online Payment Acceptance Service, the Merchant must, unless otherwise advised by Worldline, establish a connection between the Merchant's digital sales application and the Gateway (following the procedure set out on the Gateway Support Site), unless otherwise advised by Worldline.
- (ii) The Merchant is responsible for the installation, operation, maintenance and security of its own equipment and software used for the Online Payment Acceptance Service and connection to the Gateway.
- (iii) Worldline may update the Gateway from time to time and change the functionality and characteristics of the Online Payment Acceptance Service from time to time. Subject to Condition 30(iv), for any material changes to the Worldline Account or the Gateway, Worldline will provide the Merchant with:
 - (a) 30 days' notice where the changes are, in Worldline's reasonable opinion, detrimental to the Merchant; or
 - (b) notice on or before the day of any material change where in Worldline's reasonable opinion, the changes have a neutral or positive impact on the Merchant.
- (iv) Where Worldline determines that a change to the Gateway is necessary to avoid material loss or risk, it may make the change without giving the Merchant prior notice. Worldline will notify the Merchant of the change as soon as reasonably practicable after it has been made.

31. Worldline Account and the Gateway Support Site

- (i) The Merchant must:
 - (a) notify Worldline of the Worldline Account Users who will be given access to the Merchant's Worldline Account; and
 - (b) ensure that each Worldline Account User is issued with personalised login credentials either by requesting Worldline do this or by using the team manager functionality in the Merchant Portal to do so.
- (ii) The Merchant must ensure all login credentials are adequately protected against unauthorised access.
- (iii) The Merchant is solely responsible for the use of its Worldline Account including the team manager in the Merchant Portal, the credentials issued to the Worldline Account Users and the use of the Merchant's Worldline Account by persons logging into the Worldline Account using credentials issued to Worldline Account Users.
- (iv) The Merchant acknowledges and agrees that any party that accesses the Worldline Account using the login credentials will be treated as having been authorised by the Merchant to use the Worldline Account and the Merchant will be liable for that party's conduct.
- (v) The Merchant must create a Worldline Account to access and use the Online Payment Acceptance Services following the requirements detailed on the Gateway Site (including any instructions in relation to the creation and use of a test account).
- (vi) The Merchant is solely responsible for its creation and use of its Worldline Account and any test account and must follow the procedure, as advised by Worldline or otherwise, as detailed on the Gateway Support Site.

- (vii) The Worldline Account is accessible through the Merchant Portal.
- (viii) The address of the Gateway Support Site is given for information purposes only and is subject to change. Worldline will notify the Merchant fifteen (15) days before changing the address of the Gateway Support Site unless Worldline determines that the change is necessary to avoid material loss or risk, in which case it may make the change without giving the Merchant prior notice. Worldline will notify the Merchant of the change as soon as reasonably practicable after it has been made.

32. Security of the Online Payment Acceptance Service

- (i) The Merchant must comply with all security measures for the Online Payment Acceptance Service as detailed in the relevant Terminal Guides or advised by Worldline in writing by giving reasonable notice in accordance with Condition 53. The Merchant acknowledges that Worldline only provides an overview of certain security measures and any guidance will not be an exhaustive list of security measures and may always be subject to change.
- (ii) In addition to the obligations in Condition 38, the Merchant must ensure that Transaction data for Transactions processed using the Gateway is handled and stored securely and must implement and maintain adequate security measures to achieve this, including, but not limited to, the following measures:
 - (a) implementing all security measures necessary to comply with the PCI DSS;
 - (b) installing security patches and activating security configurations on all machines that are connected to the Gateway;
 - (c) never storing Cardholder data, including the Primary Account Number (PAN), Nominated Card validation codes/values, full track data, PIN and PIN blocks or CVV2, unless the Merchant has obtained prior authorisation from Worldline and the Merchant has the appropriate PCI DSS certification allowing it to do so;
 - (d) protecting all passwords used to access the Worldline Account, the Gateway, Online Payment Acceptance Services and any machines or devices connected to the the Gateway and changing them regularly;
 - (e) protecting access to all its servers, applications and technical infrastructure including through a firewall, intrusion prevention systems and anti-viruses;
 - (f) not selling, providing or in any manner disclosing account number information or a Cardholder's name to anyone other than Worldline or as required by relevant Laws; and
 - (g) implementing an internal security policy.
- (iii) The Merchant must set up, apply and maintain adequate control measures to promptly verify that Transactions processed using the Online Payment Acceptance Services have been executed and processed correctly.
- (iv) Worldline reserves the right to partially or totally suspend provision of the Online Payment Acceptance Service to the Merchant or the use of the Worldline Account by the Merchant or terminate the Agreement, immediately on notice to the Merchant, if:

- (a) in Worldline's reasonable opinion, the control or security measures that are implemented by the Merchant are insufficient;
 - (b) the use of the Online Payment Acceptance Service would entitle Worldline to exercise any rights or discretions under Condition 56 or is identified by Worldline's fraud risk mitigation controls as high risk; or
 - (c) in Worldline's reasonable opinion, it is necessary to maintain security of the Gateway or the Gateway Support Site.
- (v) The Merchant acknowledges that failure to implement sufficient security measures and controls could harm the Merchant, the other users of the Online Payment Acceptance Services and others including the Nominated Card Schemes.
- (vi) Worldline has no control over and, to the maximum extent permitted by Law, excludes all liability in relation to the security of the Merchant's own information systems, including the environment where it may store Cardholder data.
- (vii) The Merchant acknowledges and agrees that:
- (a) it is responsible for identifying and establishing the Worldline Account Users who will be given access to the Gateway, the Worldline Account or the Merchant Portal with login credentials;
 - (b) information provided through the Worldline Online Payments or the Merchant Portal may only be updated periodically and as such may not reflect Transactions as made in real time;
 - (c) it will take appropriate steps to ensure its computer or any other device has the appropriate software to access and operate the Gateway and the Worldline Account and is 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 Worldline Account Users and that each Worldline Account 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 Gateway and the Worldline Account by persons logging in using credentials issued to Worldline Account Users.
 - (g) any party that accesses the Gateway or the Worldline Account using the login credentials will be treated as having been authorised by the Merchant to use the Gateway and the Worldline Account and the Merchant will be liable for that party's conduct;
 - (h) any party that uses the API key and/or API secret key to link to the Gateway, will be treated as having been authorised by the merchant to take this action and the Merchant will be liable for that party's conduct. The Merchant must keep the API key and API secret key secure and take reasonable steps to prevent unauthorised access to them. The Merchant must only use or disclose the API key and the API secret key for the purposes of establishing and maintain its connection to the Gateway;

- (i) if it believes or suspects that there has been any fraudulent or unauthorised access to, or use of, the login credentials or the Gateway or the Worldline Account, or any other breach of security in relation to the Online Payment Acceptance Services it must immediately notify Worldline, deactivate any impacted login credentials and follow all reasonable instructions of Worldline.

33. 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 53;
 - (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 33.
- (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.

34. Multi-Network Card Routing

- (i) If Worldline has agreed to provide Multi-Network Card Routing, this will be specified in the Services Form, Contract Modules or any other document forming part of the Agreement and Worldline will provide this service on the terms set out in these documents or as otherwise provided in this Agreement.
- (ii) The Merchant must comply with all reasonable instructions provided by Worldline in relation to Multi-Network Card Routing.

35. Surcharging

- (i) A Merchant may choose to surcharge for Transactions processed using an Electronic Terminal, eligible e-Commerce product or as otherwise notified by Worldline.
- (ii) To set up surcharging, change the surcharge amount or turn off surcharging, the Merchant must contact Worldline. It may take up to 24 hours before the requested changes are effective.
- (iii) If the Merchant surcharges for Transactions, it must:
 - (a) clearly disclose the surcharge to the Cardholder before the Transaction is processed and allow the Cardholder to cancel the Transaction without incurring any cost;
 - (b) ensure any surcharge does not exceed the Merchant's reasonable cost of acceptance as that concept is defined by the Reserve Bank of Australia and by applicable Laws;
 - (c) ensure the surcharge is only be charged by the Merchant that provides goods or services to the Cardholder;
 - (d) ensure the surcharge does not differ according to the issuer of the Nominated Card;
 - (e) review the surcharge regularly and at least every year;
 - (f) for Refunds, refund any surcharge charged in respect of the Transaction. For partial refunds, the surcharge must be pro-rated; and
 - (g) comply with any Laws, regulations and requirements in the Terminal Guides in respect of surcharging.
- (iv) Worldline will issue a monthly and annual report showing the Worldline supplied elements of the cost of acceptance for the Merchant and any other information in relation to surcharging that Worldline is required by Laws to provide to the Merchant. This will be issued through the Merchant Portal.

- (v) For more information about the regulatory requirements in relation to surcharging, see the relevant Terminal Guides.

36. Tipping

- (i) A Merchant may request Worldline to enable tipping functionality on an Electronic Terminal supplied by Worldline.
- (ii) To set up or disable Tipping, the Merchant must contact Worldline. It may take up to 24 hours before the requested change is effective.
- (iii) If tipping is enabled, the Merchant agrees:
 - (a) to comply with the requirements in the Terminal Guides in respect of tipping;
 - (b) that the amount of a tip must not exceed any tipping limit specified by Worldline; and
 - (c) that only the Cardholder may add a tip to the amount of any Transaction.

37. 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 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;
 - (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 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 Scheme Rules. However, the Merchant is not liable to pay a fine or penalty to Worldline under this Condition 37 where a Breach Notice is caused by Worldline's negligence, fraud, mistake or wilful default.
- (vi) In this Condition 37, "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.

38. Information collection, storage and disclosure by the Merchant

38.1 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 38.1(xii) after processing a non-Recurring Transaction or after processing the initial Recurring Transaction.
- (iv) If permitted to record any information under Condition 38.1(iii) in respect of the Nominated Card, the Merchant may only record the Cardholder's account number, expiration date and name of the Cardholder and must comply with all relevant requirements in the Terminal Guides.

- (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 38.1(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 38.1 by the Merchant may result in the Merchant being liable, including under Condition 41, 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 38.1.
- (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.

38.2 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.

39. 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 the 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. Promotional material

- (i) Worldline will supply the Merchant with Nominated Card signs, decals and other promotional material as agreed in the Services Form, Contract Module, 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.

46. 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.

47. 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;
 - (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;
 - (d) if the Merchant changes the nature, scope or type of its business; or
 - (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 2007 (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 or other instructions reasonably given by Worldline in accordance with Condition 53 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.

48. 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 Condition, 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 18, 51 or 48(i) above, if Worldline believes there is a likelihood of any of the events in Condition 50(iii) 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 as Security in accordance with Condition 48(i). 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 50(iii) occurring, or ceasing to occur, no longer exists; and/or
 - (b) no Transactions will be charged back by Cardholders.
- (iv) **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 50(iii) 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 50(iii) 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 49(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 49(i) or a financial institution at the direction of Worldline freezes the Merchant Account as

contemplated in Condition 49(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 50.
- (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 50(iii)(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.

50. Termination

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

 - A) where no Electronic Terminal(s) are supplied by Worldline under the Agreement, on the date of such notice; or
 - B) where Electronic Terminal(s) are supplied by Worldline under the Agreement, on the date which is the earlier of:
 - (1) the date on which all Electronic Terminal(s) are returned by the Merchant and/or recovered by Worldline; or
 - (2) the date that is 30 days from the date on which the notice was given.
- (iii) 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 a breach of Law 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) a 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.
- (iv) 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.
- (v) 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.
- (vi) The Merchant Facilities may be closed by Worldline within 30 days of the date on which the Agreement was terminated.

- (vii) 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.
- (viii) 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.
- (ix) The obligations contained in Conditions 13, 17, 18, 19, 20, 22, 23, 38, 41, 42, 49, 50, 51, 54 and 56 survive termination of the Agreement.

51. 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 18 or 51 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.

52. 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 sets 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 53 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

Type of changes Worldline can make	Method of notice	Minimum number of days' notice of the change
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	30 days, or less if: – favourable to you; or – it is reasonable for us to manage a material and immediate risk
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	

Type of changes Worldline can make	Method of notice	Minimum number of days' notice of the change
Changes to simplify the terms of the Agreement	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 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 50.

53. Notice

- (i) The Merchant acknowledges that Worldline may deliver notices to it in any of the ways listed in Condition 53(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, 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/merchant-support on the third day after the posting of the notice to that website.
- (iii) The address or 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.

54. 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 54 sets out when and how Worldline may collect, use and disclose this information. In this Condition 54, '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 54.
- (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 condition 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 54(x) and 54(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 54 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.

55. 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.

56. 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:
 - (i) to breach any Law, regulation or other legal prohibition of any place or jurisdiction (including a foreign place or jurisdiction);
 - (ii) 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;
 - (iii) 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);
 - (iv) 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
 - (v) 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;
 - (d) the Merchant or Worldline's dealings with the Merchant to breach Worldline's policies on sanctions, anti-money laundering and counter-terrorism financing.
- For the purposes of this Condition, the circumstances listed in paragraphs (i) to (v) 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.
 - (d) Where permitted by Law, the Merchant must immediately notify Worldline if it suspects any money laundering or terrorism financing.
- (iii) 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 immediately tell Worldline of the facts or circumstances that has caused this to occur.

- (iv) 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).
- (v) The Merchant declares and undertakes to Worldline that the processing of any Transaction by Worldline submitted by the Merchant will not breach any laws or regulations in Australia or any other country.

57. Personal property securities act (PPSA)

57.1 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.

57.2 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 condition.

57.3 Costs of further steps and undertaking

Everything the Merchant or its Guarantor is required to do under this condition 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 condition (including any charges and expenses, including those incurred in connection with advisers and any legal costs on a full indemnity basis.)

57.4 Exclusions of PPSA provisions

In respect of the PPSA and to the extent the law permits:

- (i) for the purposes of sections 115(1) and 115(7) of the PPSA:
 - a. Worldline need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA; and b. sections 142 and 143 of the PPSA are excluded;
- (ii) for the purposes of section 115(7) of the PPSA, Worldline need not comply with sections 132 and 137(3);
- (iii) 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; and
- (iv) the Merchant agrees not to exercise its rights to make any request of Worldline under section 275 of the PPSA, not to authorise the disclosure of any information under that section and not to waive any duty of confidence that would otherwise permit non-disclosure under that section.

57.5 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.

58. 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.

59. Dispute resolution procedures

Where the Merchant has a complaint in relation to the provision of the Merchant Facilities, it should speak with Worldline Merchant Services in the first instance. If the complaint cannot be resolved promptly, a supervisor within Worldline Merchant Services 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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.



anzworldline.com.au

ANZ Worldline Payment Solutions means Worldline Australia Pty Ltd ACN 645 073 034 ("Worldline"), a provider of merchant solutions. Worldline is not an authorised deposit taking institution (ADI) and entry into any agreement with Worldline is neither a deposit nor liability of Australia and New Zealand Banking Group Limited ACN 005 357 522 ("ANZ") or any of its related bodies corporate (together "ANZ Group"). Neither ANZ nor any other member of the ANZ Group stands behind or guarantees Worldline.