

ANZ PACIFIC MERCHANT TERMS & CONDITIONS

PAPUA NEW GUINEA, SOLOMON ISLANDS,
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ANZ goMoney™





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INTRODUCTION

This document contains the General Conditions and Specific Conditions (together referred to as the “**Merchant Service Terms and Conditions**”) which forms part of the Merchant Agreement with ANZ.

The Agreement consists of:

- (i) Letter of Offer;
- (ii) Merchant Services Terms and Conditions comprising of:
 - (a) the General Conditions; and
 - (b) if the Letter of Offer specifies and the Merchant has accepted the:
 - i. ANZ’s eGate™ option as part of the Merchant Facilities, Specific Conditions A will apply; or
 - ii. Customer Preferred Currency Transactions option as part of the Merchant Facilities, Specific Conditions B will apply; or
 - iii. A dditional Merchant Facilities, Specific Conditions C will apply.
- (iii) Secure Internet Site Declaration (where applicable); and
- (iv) Any special conditions (including all applicable Merchant Operating Guides) accompanying the Letter of Offer or otherwise agreed in writing by the Merchant and ANZ to be special conditions;

as varied from time to time in accordance with these Merchant Service Terms and Conditions.

It is advisable that the Merchant reads all documents comprising the terms and conditions under which the Merchant Facilities are provided by ANZ.

When the Merchant is reading these Merchant Service Terms and Conditions, keep in mind that some terms have special meanings which are explained in Condition 42 of the General Conditions section of this document.

GENERAL CONDITIONS

1. PROVISION FOR MERCHANT FACILITIES

- (i) ANZ agrees to provide the Merchant with the Merchant Facilities in accordance with the Agreement. ANZ agrees to do this in exchange for the Merchant carrying out the Merchant’s obligations under the Agreement.
- (ii) ANZ 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 or to the regulations, by-laws or rules of a Nominated Card Scheme that prevents ANZ providing the Merchant Facilities.

2. CONDITIONS PRECEDENT

ANZ's obligation to make any of the Merchant Facilities available to the Merchant is conditional upon ANZ being satisfied that:

- (i) the Merchant has accepted ANZ's offer in accordance with the method of acceptance required by ANZ in the letter of Offer;
- (ii) if the Merchant is a company, ANZ has received all documents requested by ANZ in the Letter of Offer or otherwise at the time of the application for the Merchant Facilities;
- (iii) if the Merchant is a trustee of a trust, ANZ 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;
- (iv) if the Merchant is a partnership, ANZ 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
- (v) any other conditions set out in the Letter of Offer have been fulfilled.

3. MERCHANT ACCOUNT

The Merchant agrees and acknowledges that in accepting ANZ's provision of the Merchant Facilities, a Merchant Account in the name of the Merchant is to be held with ANZ for settlement of funds.

4. NOMINATED CARDS

- (i) The Merchant must:
 - (a) accept Nominated Cards in accordance with the Agreement; and
 - (b) stop accepting a Nominated Card immediately if:
 - ANZ gives the Merchant a notice to do so;
 - any of the events described in Condition 1(ii) occur.
- (ii) To remove any doubt the Merchant must not:
 - (a) accept a Nominated Card as payment for goods or services by mail, telephone, facsimile or Internet Order; or
 - (b) take Cardholder details via mail, telephone, facsimile or the Internet;unless specifically authorised in writing by ANZ.

5. HONOURING NOMINATED CARDS AND PERMITTED USES

- (i) The Merchant must accept valid Nominated Cards.
- (ii) A Nominated Card is valid if:
 - (a) the Nominated Card has current validity dates;
 - (b) for card present Transactions, the Nominated Card has not been visibly altered or tampered with in any way;
 - (c) for card present Transactions, the Nominated Card is signed on the back in the designated area for card signatures;
 - (d) for card present Transactions, the account number appearing on the Nominated Card corresponds with the number printed, encoded or otherwise shown on the Nominated Card;
 - (e) for card present Transactions, the signature on the reverse of the Nominated Card has not been altered or defaced; and
 - (f) the Nominated Card meets each of the criteria for validity set out in the Merchant Operating Guides.
- (iii) The Merchant must not:
 - (a) make any representation in connection with any goods or services or any Nominated Card which may bind ANZ;
 - (b) make any representations to any Cardholder concerning ANZ's products or policies;
 - (c) pledge the credit of ANZ in any way;
 - (d) take part in the preparation of any documents purporting to provide for credit to be provided by ANZ to the Cardholder;
 - (e) engage in any conduct which is false, misleading or deceptive concerning goods or services supplied by the Merchant, ANZ's products or policies or in any other dealings with the Cardholder;
 - (f) use a Nominated Card in a Credit Transaction to give a Cardholder cash unless the Merchant is a hotel or cruise line Merchant where the Merchant may only give cash disbursements of up to USD250 or equivalent to a registered guest provided that the following conditions are satisfied:
 1. Cardholder indicates at registration the intent to pay for the hotel or cruise line's services with a Visa Nominated Card;
 2. before disbursement, the Merchant reviews positive identification (such as a passport or driver's license) and, if permitted under applicable Law, record the type and number of the identification on the Transaction Voucher; and

3. the Merchant completes a cash disbursement Transaction Voucher and writes on the front of the Transaction Voucher both the Cardholder's positive identification and the four (4) digits printed below the account number on the Nominated Card.
- (g) 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.

Any Cardholder making enquiries concerning the matters raised in paragraphs (b) to (d) above must be directed to contact ANZ Electronic Banking Services.

6. PROCESSING TRANSACTIONS

- (i) The Merchant must only use Transaction Vouchers, Card Imprinters and Electronic Terminals authorised by ANZ for card present Transactions.
- (ii) If ANZ has agreed that the Merchant can process card present Transactions electronically, the Merchant must not use a Card Imprinter to process the same Transaction. The Merchant may only process a Transaction manually using the Card Imprinter if the Electronic Terminal is malfunctioning or it is impossible for Transactions to be processed through it and the Merchant is instructed by ANZ to process the Transaction manually.
- (iii) The Merchant must ensure any goods purchased via mail, telephone or Internet order or facsimile are dispatched to the Cardholder:
 - (a) immediately after processing that sales Transaction either manually or through an Electronic Terminal to ANZ; or
 - (b) immediately after receiving that sales Transaction authorisation notification for sales Transactions processed for payment via the Internet.
- (iv) The Merchant must not use two or more Transaction Vouchers to process one Transaction or process a Transaction where only part of the amount due is included on the Transaction Voucher except:
 - (a) where the balance of the amount due is paid in cash or by cheque; or
 - (b) where the goods or services are to be delivered or performed at a later date and one Transaction Voucher represents a deposit and the second Transaction Voucher represents payment of the balance. The second Transaction Voucher must not be presented or processed until the goods are delivered or the services performed.
- (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 bona fide agency arrangement.
- (vi) The Merchant must use reasonable care in processing a Transaction to detect forged or unauthorised signatures or the unauthorised use or forgery of a Nominated Card. In particular, the Merchant must comply with specific requirements set out in the Merchant Operating Guides or otherwise notified by ANZ to the Merchant in writing.
 - (vii) Following each Transaction (other than mail, telephone, facsimile and Internet Transactions) the Merchant must immediately give the Cardholder a copy of the Transaction Voucher. When the Transaction is an Internet Transaction, the Cardholder must be provided with the Transaction Voucher details on screen and be able to print the Transaction Voucher details from the Internet. When the Transaction is a telephone Transaction, the Merchant must provide the Cardholder with a receipt number for the Transaction and the Merchant must maintain a record of that receipt number.
 - (viii) Unless otherwise authorised by ANZ in writing, the information on the Transaction Voucher must be identical with information on any other copy of the Transaction Voucher and must include all information required by the Merchant Operating Guides.
 - (ix) The Merchant must not split the value of any proposed Credit Transaction into two or more separate Credit Transactions.
 - (x) If ANZ determines that the conduct of a Merchant in processing Transactions in accordance with the Agreement may cause loss to the Merchant of ANZ (throughout fraudulent activities or otherwise), ANZ may:
 - (a) where the Merchant is using a Card Imprinter, require the Merchant to replace that Card Imprinter with an Electronic Terminal nominated by ANZ;
 - (b) where the Merchant is authorized by ANZ to accept a Nominated Card as payment for goods or services ordered by mail, telephone or Internet in accordance with Condition 4(ii), withdraw that authorisation and require the Merchant to only process Transactions where the Nominated Card is presented by the Cardholder; or
 - (c) terminate the Agreement.
 - (xi) 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 provide notice to 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.
- (xii) In the event that the Merchant is specifically authorised by ANZ to accept a Nominated Card as payment for goods or services ordered by mail, telephone, facsimile or Internet in accordance with Condition 4(ii) or the Merchant processes recurring payments, the Merchant must ensure that the Transaction is correctly identified as a mail, telephone, Internet Order or recurring Transaction.
- (xiii) The Merchant must not, without the prior written consent of ANZ, process Transactions for any goods or services unless delivery to the Cardholder will be completed within one (1) month of the date of the Transaction.
- (xiv) The Merchant must comply with all applicable Laws in carrying out its obligations in processing Transactions under the Agreement. For the avoidance of doubt, a breach of any Law including any code of conduct specifically regulating or prohibiting the retention by Merchants of Cardholders' personal identification numbers, passwords or other codes or information that can be used to access a Cardholder's account will constitute a breach of this undertaking.
- (xv) The Merchant must ensure that it processes all Transactions in accordance with the requirements of any Nominated Card Scheme rules that ANZ notifies to the Merchant.
- (xvi) The Merchant must ensure that the Transaction is recorded in the currency of the country of domicile of the Merchant except where ANZ has given prior written approval to the Merchant to record Transactions in other currencies.

7. AUTHORISATION

- (i) The Merchant must seek prior authorisation from the Authorisation and Assistance Centre for any Transaction where:
 - (a) in the case of a Credit Transaction:
 - (i) the value is in excess of the Authorised Floor Limit; or
 - (ii) the Transaction is processed using a manual imprinter.
 - (b) the Merchant is aware that, or considers it is possible that, a signature is a forgery or is unauthorised or there is an unauthorised use or forgery of the Nominated Card;
 - (c) the account number appearing on the Nominated Card does not correspond with the number printed, encoded or otherwise shown on the Nominated Card;
 - (d) 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 Transactions;

- (e) the Cardholder presents a Nominated Card at a time which is not within current validity dates shown on the Nominated Card;
- (f) the signature panel on the Nominated Card is blank or the signature has been altered or defaced;
- (g) the Electronic Terminal instructs the Merchant of a "card error refer" message;

or

- (h) the Transaction is of a certain type of or class which has been notified to the Merchant by ANZ as a type or class of Transaction requiring authorisation.
- (ii) When the Merchant seeks authorisation, the Merchant must ensure that the authorisation code appears on each Transaction Voucher applicable to a Transaction.
- (iii) The Merchant should seek to retain the Nominated Card until authorisation is given. In the event that the Merchant is requested by the Authorisation and Assistance Centre to retain the Nominated Card, the Merchant should use reasonably peaceful means to retain the Nominated Card and deal with the Nominated Card in accordance with the instructions of the Authorisation and Assistance Centre.
- (iv) In the case of a Transaction involving a mail, telephone, facsimile or Internet order, authorisation is not a representation or warranty to the Merchant that the purchase is made by the Cardholder unless notified

otherwise by ANZ.

- (v) Authorisation of a Transaction is not a representation or warranty by ANZ to the Merchant that a Transaction is not an invalid Transaction.
- (vi) ANZ may at any time change the Merchant's Authorised Floor Limit by giving notice to the Merchant.
- (vii) This Agreement is subject to Foreign Exchange Laws.

8. REFUNDS

The Merchant must:

- (i) establish a fair policy for giving Refunds and for exchanges or return of goods for sales Transactions;
- (ii) only give a Refund by means of a Transaction Voucher process to the same Nominated Card via the same payment channel on which the original Transaction was made, a credit note issued by the Merchant or an exchange of goods, and not in cash or by cheque. The Merchant must disclose the Merchant's Refund policy to the Nominated Cardholder prior to the Transaction;
- (iii) at all times act in accordance with the Merchant Operating Guides in processing Refunds; and
- (iv) obtain account signatory(ies) of the Cardholder(s) for manual Refunds.

9. TRANSACTION INFORMATION

- (i) The Merchant must lodge Transaction with ANZ for settlement in accordance with the Merchant Operating Guides and:
 - (a) in the case of a Transaction processed manually within 3 Business Days after the Transaction;
 - (b) in the case of a Transaction processed through an Electronic Terminal other than a Credit Authorisation Terminal, immediately by entering the Transaction;
 - (c) in the case of a Transaction processed electronically by use of a Credit Authorisation Terminal, within 3 Business Days after the Transaction.
- (ii) The Merchant must retain information about a Transaction whether processed manually or electronically for a period of:
 - (a) twelve (12) months for debit Nominated Cards and Visa Nominated Cards; or
 - (b) eighteen (18) months for MasterCard Nominated Cards; or
 - (c) thirty six (36) months for JCB Nominated Cards; from the date of the Transaction or such other period required by Law or notified by ANZ. The Merchant Operating Guides set out the information about a Transaction and how such information must be retained by the Merchant.

- (iii) At the end of the relevant record retention period applicable for the particular Nominated Card specified in Condition 9(ii) or such other period notified by ANZ from time to time, the Merchant must destroy any information about the Transaction. The Merchant must ensure that any document containing any Cardholder account number is securely destroyed in a manner which makes that information unreadable.
- (iv) The Merchant must provide information about a Transaction which is requested by ANZ within five (5) Business Days of receipt of the request.

10. SETTLEMENT OF TRANSACTIONS

- (i) ANZ agrees:
 - (a) to accept all sales and cash Transactions processed by the Merchant in accordance with the Agreement and, to credit the Merchant Account with the settlement amount of such Transactions on the basis that the debt due by the Cardholder to the Merchant in respect of the Transaction is extinguished;
 - (b) to accept all Refund Transactions processed by the Merchant in accordance with the Agreement and to debit the Merchant Account with the full amount of each Refund Transaction.
- (ii) Where ANZ is aware or has reason to believe that a Transaction or Invalid Transaction is fraudulent or a

counterfeit Nominated Card has been used for that Transaction, ANZ reserves the right for a period of thirty (30) days to:

- (a) withhold payment to the Merchant Account; and
- (b) unless it otherwise agrees in writing, prevent the debit of that part of the balance of the Merchant Accountant or any account held by the Merchant with ANZ, as is equal to the amount ANZ estimates may become owing to it by the Merchant in respect of that Transaction.

During that thirty (30) day period, ANZ will investigate the Transaction to determine whether ANZ:

- (c) will either:
 - (i) refuse to process the Transaction and return the Transaction to the Merchant; or
 - (ii) if the Transaction has been processed, charge that Transaction back to the Merchant; and
 - (d) will set-off amounts owing to it by the Merchant in respect of that Transaction against funds standing to the credit of the Merchant Account or any account held by the Merchant with ANZ.
- (iii) Where:
- (a) ANZ is aware or has reason to believe that a Transaction or invalid Transaction is fraudulent;

- (b) ANZ assesses the Merchant as a high credit or fraud risk;
- (c) the Merchant has breached the Agreement; or
- (d) ANZ otherwise determines on reasonable grounds that deferred settlement is justified in order to prevent loss to the Merchant or ANZ,

ANZ may defer settlements of any Transaction which occurs during a period of up to three (3) months following the occurrence of the circumstance set out in (a) to (d) above (the deferred period). Such settlement may be deferred for up to two (2) Business Days. Immediately prior to the end of any deferred period, ANZ will review the relevant circumstance set out in (a) to (d) above, to determine whether deferred settlements should continue and what period that deferral should be. ANZ will advise the Merchant in writing of its decision upon completing the review.

11. INVALID TRANSACTIONS

The Transactions is invalid if:

- (i) the Transaction is illegal, including, without limitation, because it is in breach of any Law governing, for example, the sale of prescription medicines, controlled substances or other regulated products;
- (ii) the date of the Transaction is a date after the Agreement was suspended or the Merchant Account frozen in accordance with Condition 28 or terminated in accordance with Condition 29;

- (iii) the Merchant processed the Transaction knowing (or in circumstances where the Merchant should have known) that the signature on the Transaction Voucher is forged or unauthorised;
- (iv) the Merchant processed the Transaction knowing (or in circumstances where the Merchant would reasonably be expected to know) that the Nominated Card is used without the authority of the Cardholder or in the case of a mail, telephone or internet order authorised by ANZ, the Transaction is not authorised by the Cardholder;
- (v) the Merchant was notified by ANZ not to accept the Nominated Card used in the Transaction;
- (vi) the Nominated Card used in the Transaction is not used within the current validity dates shown on the Nominated Card;
- (vii) the Transaction Voucher is not completed in accordance with the Agreement or is illegible;
- (viii) the particulars on the copy of the Transaction Voucher given to the Cardholder are not identical with the particulars on any other copy and the Merchant has not been authorised by ANZ in writing to accept copy vouchers which are not identical;
- (ix) the Transaction is recorded in a currency other than the currency of the country of domicile of the Merchant, except where ANZ has given prior written approval to the Merchant to record Transactions in other currencies;
- (x) 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;
- (xi) the Transaction value exceeds the Authorised Floor Limit, and the Merchant did not obtain authorisation for a Transaction above the Authorised Floor Limit;
- (xii) the Transaction requires authorisation by ANZ and the Transaction Voucher does not contain the authorisation code;
- (xiii) in ANZ's reasonable opinion the Transaction relates to one or more purchases made in the same Merchant establishment which have been split into two (2) or more Transactions in an attempt to avoid the Authorised Floor Limit;
- (xiv) the Merchant has arranged without ANZ's consent for a person other than the Merchant to supply goods, services or cash;
- (xv) the Merchant processed the Transaction knowing (or in circumstances where the Merchant should have known) that the Transaction is fraudulent;
- (xvi) 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 ANZ with proof of receipt of, and satisfaction with, the goods or services by the Cardholder within five (5) Business Days of ANZ's request to do so;
- (xvii) the goods or services to which the Transaction relates were supplied from outside the country of domicile of the Merchant without ANZ's consent;
- (xviii) in the case of a Transaction being a mail, telephone, facsimile or internet order authorised by ANZ, the Merchant did not record Reasonable Identification Details of the Cardholder and the expiry date of the Nominated Card;
- (xix) except in the case of a mail, telephone, facsimile or internet order authorised by ANZ, the Nominated Card was not presented to the Merchant;
- (xx) in the case of a Transaction where the details are keyed into an Electronic Terminal the Merchant did not record on the Transaction Voucher Reasonable Identification Details of the Cardholder;
- (xxi) the Merchant has not otherwise complied with the Agreement in connection with the Transaction and ANZ is of the reasonable opinion that such non-compliance may result in either ANZ or the Merchant suffering a loss;
- (xxii) the Transaction is processed by the Merchant on behalf of another person, or has allowed another person to use the Merchant Facilities in connection with the Transaction, except under a bona fide agency arrangement;
- (xxiii) the Merchant has accepted a Nominated Card as payment for goods and services by mail, telephone or internet order without specific authorisation in writing by ANZ pursuant to Condition 4(ii);
- (xxiv) the Merchant bills the amount of the Transaction direct to the Cardholder or receives payment through the use of another card or by any other means;
- (xxv) 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 unless prior authorisation from the Authorisation and Assistance Centre has been obtained;
- (xxvi) the Merchant fails to lodge Transactions with ANZ for settlement in accordance with Condition 9(i);
- (xxvii) the same Transaction is processed by the Merchant more than once;
- (xxviii) the Merchant key-enters incorrect Transaction details into the Electronic Terminal or key-enters the Transaction otherwise than in

accordance with the Merchant Operating Guides;

- (xxix) the Merchant manually processes a Transaction using a damaged Nominated Card which is not a valid Nominated Card referred to in Condition 5(ii) without obtaining prior approval by ANZ;
- (xxx) if, in ANZ's reasonable opinion, the Cardholder justifiably disputes liability for the Transaction for any reason;
- (xxxi) if the Cardholder makes a claim for set off or counter claim in respect of the Transaction against ANZ;
- (xxxii) the Transaction was processed in breach of the requirements of any Nominated Card Scheme rules notified by ANZ to the Merchant under Condition 6(xv);
- (xxxiii) the Transaction is not authorised by ANZ or the authorisation request is declined for any reason;
- (xxxiv) the Merchant charges any credit or debit card surcharge or any other charge not approved by ANZ for the use of the Nominated Card by the Cardholder.

12. CHARGEBACK

- (i) If a Transaction is an invalid Transaction, ANZ may, at its sole discretion (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 six (6) months of the date of the Transaction, charge that Transaction back to the Merchant by debiting the Merchant Account or otherwise exercising its rights under the Agreement.
- (ii) If ANZ receives a payment from a Cardholder relating to an invalid Transaction that has been charged back to the Merchant, ANZ will pay an amount equal to that payment to the Merchant less any amount which ANZ is entitled to withhold or set-off under the Agreement.
- (iii) Despite any contract, arrangement or understanding to the contrary, in respect of all Transactions processed by the Merchant, the Cardholder will be entitled to initiate a charge back of the Transaction to the Merchant where permitted in accordance with the rules of the relevant Nominated Card Schemes.

13. MERCHANT'S ACCOUNT

- (i) The Merchant authorises ANZ to debit and credit the Merchant Account for the purposes of the Agreement.
- (ii) The Merchant must maintain a minimum credit balance in the Merchant Account during the term of the Agreement and six (6) months post termination of the Agreement. Any such minimum credit balance will be specified in the Letter of Offer or notified by ANZ to the Merchant from time to time.

14. INFORMATION COLLECTION, STORAGE AND DISCLOSURE

14.1 General

- (i) The Merchant must not sell, purchase, provide or exchange any information or document relating to a Cardholder, a Cardholder's account number or a Transaction to any person other than ANZ, 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 in the course of conducting the Merchant's business.
- (ii) The Merchant must ensure that information relating to any Cardholder accessed by the Merchant in connection with a Transaction is maintained in a secure environment with restricted access.
- (iii) The Merchant must not take an imprint of, or record any information relating to, a Nominated Card or Cardholder, unless the imprint or information is required to process a Transaction being made at that time.
- (iv) If permitted to record any information under Condition 4(iii) in respect of the Nominated Card, the Merchant may only record the card account number, expiration date and name of the Cardholder.
- (v) Except with ANZ'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 ANZ in exceptional circumstances and conditions may apply. This Condition 14(v) is a material obligation of the Merchant under the Agreement.
- (vi) The Merchant must not record, store, replicate or otherwise use full card-read data for any other purpose not record, store, replicate or otherwise use the full contents of any track from the magnetic stripe located on the back of a Nominated Card, contained in a chip or elsewhere. Such data is alternatively may be referred to as full track, track, track 1, track 2, and magnetic-stripe data for any purpose.

14.2 Privacy and confidentiality

- (i) This Condition 14.2 sets out when and how ANZ may collect and share your information.
- (ii) If you are a corporation, you agree to obtain the consent of your directors and shareholders for ANZ to use and disclose their personal information as provided in this Condition 14.2.

Collection of information

- (iii) ANZ may collect your information to provide information about a product or service; to consider your request for a product or service; to provide you with a product or service; to tell you about other products or services; to assist in arrangements with other organisations (such as loyalty partners, third party processors) in relation to the promotion and provision of a product or service; to perform administrative and operational tasks (including, for ANZ Group: risk management, debt collection, systems development and testing, credit scoring, staff training, and market or customer satisfaction research); to prevent or investigate any fraud or crime (or a suspected fraud or crime); and as required by relevant Laws of or outside the country of domicile of the Merchant, and external payment systems.

Absence of relevant information

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

Providing your information to others

- (v) You agree that ANZ may provide your information to another member of ANZ Group; any outsourced service provider to ANZ Group (for example mailing houses, debt collection agencies or third party processors); an alliance partner for the purpose of promoting or using its products or services (and any of its outsourced service providers); credit reporting agencies; regulatory bodies, government agencies, law enforcement bodies and courts of or outside the country of domicile of the Merchant; other parties ANZ Group is authorised or required by Law 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); insurers and reinsurers; any person who introduces you to ANZ; your referee(s) or your representative (for example your lawyer, administrator, attorney or executor).
- (vi) Where you do not want ANZ Group or ANZ's alliance partners to tell you about their products or services, you may withdraw your consent by calling your ANZ Electronic Banking Services representative.
- (vii) You further agree that any ANZ Group member may to the extent permitted by Law, transfer any of the above information to any party to whom it is authorised to disclose the same referred to above notwithstanding that such party's principal place of business is outside

the country of domicile of the Merchant or that such information will be collect, held, processed or used by such party in whole or in part outside the country of domicile of the Merchant.

Accessing your personal information held by ANZ

- (viii) To the extent permitted by Law, you may access any personal information at any time by calling your ANZ Electronic Banking Services Representative. ANZ may charge you a reasonable fee for access.

If you can show that information about you is not accurate, complete and up to date, ANZ must take reasonable steps to ensure it is accurate, complete and up to date.

Collecting your sensitive information

- (ix) ANZ will not collect sensitive information about you, such as health information, without your consent.

Where you supply ANZ with information about someone else

- (x) If you give ANZ information about someone else, please show them a copy of this Condition 14.2 so that they may understand the manner in which their information may be used or shared by ANZ Group.

15. AUDIT

In the event of any dispute involving a Transaction or ANZ suspects that fraud is involved, the Merchant authorises ANZ, 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.

16. FEES, CHARGES, OTHER PAYMENTS

- (i) The Merchant must pay to ANZ the fees and charges described in the Agreement, the Application and the Letter of Offer at the times and in the manner set out in the Agreement, that Application and the Letter of Offer (as the case may be), as varied under Condition 16(v) from time to time.
- (ii) The Merchant authorises ANZ to debit the Merchant Account, without notice for:
- (a) all fees, charges and costs owing to ANZ by the Merchant pursuant to the Agreement;
 - (b) all other credits paid by ANZ in respect of Transactions due to errors and omissions;
 - (c) all credits paid by ANZ 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 incurred or payable by ANZ 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 ANZ as a result of any act or omission of the Merchant; and
- (g) all other amounts owing to ANZ by the Merchant pursuant to the Agreement.

If ANZ debits the Merchant Account for reasons other than specified above in Condition 16(ii), ANZ will give the Merchant written notice that ANZ has done this.

- (iii) The Merchant must pay on demand by ANZ any amount referred to in Condition 16(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.
- (iv) ANZ may continue to charge the Merchant the Terminal Rental Fee for an Electronic Terminal until the Merchant has returned that Electronic Terminal to ANZ or ANZ has otherwise recovered the Electronic Terminal, irrespective of whether the Agreement has been terminated or another Electronic Terminal has been provided to the Merchant by ANZ.
- (v) ANZ reserves the right to vary the fees and charges in accordance with Condition 31.

17. ELECTRONIC TERMINALS

This Condition 17 applies in the event the Merchant has requested and ANZ has agreed the Merchant may process Transactions electronically, or where ANZ has nominated an Electronic Terminal for the Merchant to use in accordance with Condition 6(x).

17.1 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 communication device) to enable the use of the Electronic Terminal. ANZ 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 ANZ's requirements, including those requirements applicable to site security standards and suitable power supply described in the Merchant Operating Guides or as otherwise notified by ANZ in writing. 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 services or by any other person.

- (iii) The Merchant must notify ANZ immediately if any Electronic Terminal (or part of an Electronic Terminal) is not operating or is malfunctioning.
- (iv) The Merchant must use reasonable care and diligence to prevent and detect unauthorised use of any Electronic Terminal.
- (v) The Merchant must allow any properly authorised and suitably identified ANZ 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 ANZ has supplied the Electronic Terminal, for the purposes of installation, maintenance and removal of the Electronic Terminal.
- (vi) The Merchant must not, without ANZ'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.

In the event that ANZ provides such written consent, all costs applicable to the removal, relocation or change to the Electronic Terminal are payable by the Merchant.

- (vii) If ANZ determines that the continued use of the Electronic Terminal by the Merchant may cause loss to the Merchant or ANZ (through fraudulent activities or otherwise) ANZ may require the Merchant to replace that Electronic Terminal with another

Electronic Terminal nominated by ANZ.

17.2 Electronic Terminals supplied by ANZ

- (i) In the event that an Electronic Terminal is supplied by ANZ, the Merchant must:
 - (a) use the Electronic Terminal for the purposes of the Agreement;
 - (b) use the Electronic Terminal in accordance with the Agreement and any applicable manufacturer's manual, warranty or conditions of sue; and
- (ii) The Merchant agrees that the Electronic Terminal remains the property of ANZ and undertakes to protect, and not prejudice, ANZ's proprietary right to the Electronic Terminal.
- (iii) The Merchant must notify ANZ in the event that the Merchant is aware or should reasonably be aware 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 at the Merchant's Premises, including, but not limited to, the amount of any Electronic Terminal non-recovery fee that ANZ may charge the Merchant, in ANZ's absolute discretion. In the event of such loss, theft or damage, the Merchant must pay ANZ the actual cost of repairing or replacing the Electronic Terminal.

- (v) The Merchant must take proper care of and maintain regular servicing of the Electronic Terminal as directed by ANZ. The Merchant is responsible for all maintenance costs including payment for any repairs to the Electronic Terminal which are necessary because of the Merchant's neglect or misuse.

18. ELECTRONIC TERMINALS AND CARD IMPRINTERS - SECURITY

- (i) The Merchant must take all steps that are, in the circumstances, reasonable to ensure that each Electronic Terminal and each Card Imprinter is protected against loss, theft, unauthorised access or use, modification or other misuse.

The Merchant agrees that such steps include, without limitation, ensuring that, at the start and at the close of business each day, each Electronic Terminal and each Card Imprinter is secure and has not been lost or stolen.

- (ii) The Merchant must notify ANZ in writing as soon as the Merchant becomes aware (or should reasonably have become aware) that an Electronic Terminal or Card Imprinter has been stolen, lost or may otherwise have been altered, tampered with or compromised.
- (iii) A ny breach of this Condition 18 by the Merchant may result in the Merchant being liable for any loss suffered by ANZ as a result of theft or

loss of, or other breach of security in connection with, an Electronic Terminal or Card Imprinter, including, without limitation, any loss arising from any unauthorised or fraudulent use of an Electronic Terminal or Card Imprinter that occurs before the Merchant gives notice to ANZ in accordance with Condition 18(ii).

- (iv) If the Merchant:
 - (a) ceases trading;
 - (b) no longer requires the Merchant Facilities; or
 - (c) the Agreement is terminated,the Merchant must, within 7 days of either (a) or (b) above occurring, terminate the Agreement in accordance with Condition 29, and within 7 days of either (a), (b) or (c) occurring, return all stationery, promotional material, Transaction Vouchers, Card Imprinters or equipment (including Electronic Terminals) supplied in connection with the Agreement to a location designated by ANZ.

19. MERCHANT OPERATING GUIDES

Depending on the type of Merchant Facilities offered by ANZ and accepted by the Merchant, ANZ will provide the Merchant with all applicable Merchant Operating Guides at ANZ's cost. The Merchant Operating Guides includes policies, procedures and other information the Merchant requires for the day-to-day

operation of the Merchant Facilities, including, without limitation, requirements set down under Nominated Card Scheme rules.

20. TRAINING

At the time of Electronic Terminal installation, ANZ shall, at the Merchant's cost, provide the necessary training to 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.

21. SUPPLY OF CARD IMPRINTERS AND STATIONERY

ANZ will supply the Merchant with, and may charge the Merchant for the supply of, Card Imprinters, Transaction Vouchers and other stationery requirements in accordance with the Letter of Offer or as otherwise agreed by ANZ from time to time in writing.

22. INDEMNITY

The Merchant indemnifies ANZ against all claims, damages, actions, losses and liabilities (including, without limitation, all fines, penalties and other charges incurred by ANZ as a result of any act or omission of the Merchant), whether made by the Merchant, Cardholder or other third party,

which ANZ 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 or Card Imprinter 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 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 ANZ or its employees, contractors or agents against any claims, damages, actions, losses or liabilities which are solely the result of the fraud, wilful default or gross negligence of ANZ or its employees, contractors or agents.

23. ANZ LIABILITY

- (i) To the extent permitted by Law, ANZ will not be responsible for any loss or damage (including consequential loss or damage) suffered by the Merchant pursuant to 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, software failure, except loss or damage attributable to the negligence or wilful default of ANZ.

To remove any doubt and without limiting the generality of this provision, ANZ 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. ANZ 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) In the event an Electronic Terminal supplied by ANZ is malfunctioning or not operating, ANZ's liability is only to repair or replace the Electronic Terminal.
- (iii) ANZ is not liable for any loss, liability or damage which a Merchant may suffer or incur resulting from ANZ's failure to credit the Merchant Account when required due to technical or administrative difficulties or any other reason whatsoever.

24. THIRD PARTY BUREAU SERVICES

ANZ is not responsible for the acts or omissions of any third party which provides services, including without limitation, processing services, to the Merchant in connection with the Merchant Facilities. For the avoidance of doubt, ANZ 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.

25. 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 ANZ.
- (ii) In the event that ANZ 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.

26. PROMOTIONAL MATERIAL

- (i) ANZ will supply the Merchant with Nominated Card signs, decals and other promotional material as agreed in the Letter of Offer 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 ANZ or ANZ's authorised representative.
- (iii) The Merchant must not use any promotional material in relation to ANZ or any Nominated Card Scheme except as authorised by ANZ. The Merchant cannot use the name, logo, any trademarks, brand names, business names or copyright belonging to ANZ or any Nominated Card Scheme without the prior written approval of ANZ.
- (iv) The Merchant authorises ANZ to publish the name, address, telephone number, facsimile number and email address of the Merchant, and to use any logo applicable to the Merchant in any correspondence, circular or publication of ANZ.
- (v) The Merchant must only advertise goods and services which can be purchased with a Nominated Card in the currency of the country of domicile of the Merchant or any other currency authorised in writing by ANZ.

27. REPRESENTATIONS AND WARRANTIES

- (i) When the Merchant supplies Transaction details to ANZ, whether the Transaction is processed electronically or manually, the Merchant represents and warrants to ANZ 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 ANZ in the Application remains true and correct and not misleading in any material respect.
- (ii) The Merchant represents and warrants to ANZ that the Merchant has the 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 ANZ that the information the Merchant has provided ANZ 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 ANZ or the Nominated Card issuer as to the Cardholder's credit worthiness or identity.
- (b) ANZ is not obliged to accept any Transactions processed by the Merchant after notification of suspension.
- (iii) ANZ may during the period of suspension or freezing of the Merchant Account, or both, as the case may be, terminate the Merchant Facilities pursuant to Condition 29.

28. SUSPENSION OF MERCHANT FACILITY OR FREEZING OF MERCHANT ACCOUNT

- (i) ANZ reserves the right to suspend the Merchant Facilities or freeze the Merchant Account and refuse to allow withdrawals of funds from the Merchant Account, or both suspend the Merchant Facilities and freeze the Merchant Account, immediately upon notice to the Merchant if any of the events listed in Conditions 29(ii) occurs.

When exercising this right ANZ is not required to notify the Merchant of the date upon which the suspension or freezing of the Merchant Account, or both, as the case may be, will end.

- (ii) When ANZ suspends the Merchant Facilities or freezes the Merchant Account, or both, as the case may be:
 - (a) the Merchant must not accept any Nominated Cards as payment for goods or services; and

29. TERMINATION

- (i) Either the Merchant or ANZ may at any time terminate the Agreement by giving the other notice in writing. The notice does not need to include any reason and will take effect thirty (30) days after the date on which it is given.
- (ii) ANZ 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 material obligations under the Agreement;
 - (c) the Merchant does not process any Transactions with ANZ for a continuous period of six (6) months;
 - (d) if, in ANZ's reasonable opinion, the Merchant is involved in an unacceptably high number of chargebacks, Refund requests or retrieval requests, without justification acceptable to ANZ;

- (e) it becomes illegal or impossible in practice for ANZ to continue to provide the Merchant Facilities to the Merchant;
- (f) the Agreement becomes wholly or partly void, voidable or unenforceable or a claim is made to that effect;
- (g) the Merchant processes a Transaction that the Merchant knew, or ought to have known, was fraudulent or illegal;
- (h) ANZ reasonable determines that the continued provision of the Merchant Facilities to the Merchant may damage the reputation of ANZ or otherwise reasonably considers that ANZ 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 is or becomes incorrect, or false or misleading in a material respect;
- (j) the Merchant's details and other information disclosed in the Application materially changes, including, but not limited to, a change to the nature and type of business conducted by the Merchant;
- (k) the Cardholder has not received the goods or services as required by the terms of the Transaction (and, in the case where the Merchant is not the provider of the goods or services and acts as agent for the provider of the goods or services, the goods or services have not been provided by the principal) and the Merchant has failed to provide ANZ with proof of receipt of, and satisfaction with, the goods or services by the Cardholder within five (5) Business Days of ANZ's request to do so; or
 - (l) ANZ is required to do so by Law.
- (iii) ANZ may suspend or terminate the Agreement immediately by notice to the Merchant upon the request of the Nominated Card Scheme(s).
- (iv) Termination of the Agreement or any part of it does not affect any rights or obligations of the Merchant or ANZ that arose prior to termination. In particular, any obligation the Merchant has under the Agreement to indemnify ANZ or to pay ANZ any amounts (including costs), is a continuing and independent obligation and survives even if the Agreement is terminated. All Transactions made prior to termination are subject to the terms of the Agreement.
- (v) In the event that ANZ receives a Transaction Voucher after termination of the Agreement, ANZ reserves the right, at its option, to return the Transaction Voucher to the Merchant or to retain the Transaction Voucher. If ANZ decides to retain the Transaction Voucher, the Merchant is not entitled to any payment for the Transaction in respect of the Transaction Voucher until such time as ANZ has received payment and no

chargeback claim can be made by the issuer of the Nominated Card in connection with the Transaction Voucher.

- (vi) Upon termination of the Agreement, the Merchant must immediately return to ANZ all stationery, promotional material, Transaction Vouchers, Card Imprinters or equipment (including Electronic Terminals) supplied in connection with the Agreement.
- (vii) If the Agreement is terminated for any reason within the time period set out in the Letter of Offer or any other agreement between ANZ and the Merchant, ANZ reserves the right to charge the Merchant a termination fee, in accordance with the Letter of Offer or other agreement, as the case may be.
- (viii) The Merchant authorises ANZ 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;
 - (c) give a banker's opinion to other financial institutions with whom the Merchant may make application for other merchant facilities.

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 9, 10(ii), 10(iii), 11, 12, 13, 14, 16, 17, 18, 22, 23, 24, 28, 29 and 30 survive termination of the Agreement.

30. SET OFF

- (i) ANZ may at any time without notice to the Merchant set off any Liability owed by ANZ to the Merchant on any account against any Liability owed by the Merchant to ANZ under or in connection with this Agreement. For the purpose of this condition, "Liability" means any debt or monetary liability, irrespective of whether the debt or monetary liability is future or present, actual or contingent.
- (ii) If ANZ exercises its right of set off under Condition 30(i) in respect of a contingent debt or monetary liability owed by the Merchant and the actual liability proves to be less than the amount set off, ANZ must pay the Merchant the amount of the difference.
- (iii) Where the Merchant is a partnership, unincorporated joint venture or sole trader and the Merchant Account is in the name of one or more, but not all partners or joint venturers, or is a joint account in the names of the sole trader and one or more other persons, the Merchant must procure that an "Irrevocable Authority to Debit" in a form approved by ANZ is completed and signed.

31. VARIATION TO THE AGREEMENT, INCLUDING FEES AND CHARGES

- (i) ANZ may vary all or any of the provisions of the Agreement, including fees and charges, minimum volumes of Transactions, at any time by giving the Merchant notice in writing. Such variation will apply immediately when notice is deemed to be received by the Merchant in accordance with Condition 32(ii).
 - (ii) The Merchant acknowledges that where ANZ 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.
 - (d) when the party sending the notice is ANZ, if sent by email, at the time when the email enters the Merchant's information system; or
 - (e) when the party sending the notice is ANZ, if delivered via the ANZ website to the "Merchant Services" part of that website, on the third day after the posting of the notice to that website.
- (iii) The address, facsimile number or email address to be used for notices is the last address, facsimile number or email address advised by a party. The Merchant must inform ANZ immediately of any change of the Merchant's address, facsimile number or email address.

32. NOTICE

- (i) The Merchant acknowledges that ANZ may deliver notices to it in any of the ways listed in Condition 32(ii) and consents to notices being delivered in any of these ways.
- (ii) A notice must be in writing and is taken to be received:
 - (a) if delivered personally, at the time of delivery;
 - (b) if sent by pre-paid post, on the seventh day after the posting;
 - (c) if sent by facsimile transmission, on the date the transmitting machine records transmission of the complete document;

33. RELATIONSHIP OF THE PARTIES

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

34. ASSIGNMENT

This Agreement is binding upon 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 ANZ consents in writing. ANZ may transfer any of its rights

or obligations under the Agreement to a third party without the Merchant's consent. To remove any doubt ANZ may at any time arrange with a third party to provide any of the services ANZ is obliged to provide to the Merchant pursuant to the Agreement.

35. 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.

36. WAIVER

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

37. MERCHANT'S CONTINUOUS OBLIGATIONS

- (i) The Merchant must notify ANZ:
 - (a) in the event that 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 ANZ promptly when it is in financial difficulty; or

- (b) if the Merchant sells, leases or transfers its business or any of the Premises; or
 - (c) if a Merchant changes the address where it carries on business or otherwise changes its contact details (eg, telephone number, facsimile number or email address) or starts carrying on business at any other place; or
 - (d) if the Merchant changes the nature or type of its business.
- (ii) The Merchant must provide copies of its latest financial statements and other financial information reasonably requested by ANZ within thirty (30) days of a request by ANZ.

38. SECURITY

At any time, ANZ may request that the Merchant provide ANZ with a Security of a type, and to secure an amount, specified by ANZ.

39. MONEY LAUNDERING PREVENTION AND OTHER OFFENCES

By entering into this Agreement, the Merchant agrees that ANZ may delay, block or refuse to process any Transaction without incurring any liability to the Merchant or its customer if ANZ suspects that:

- (a) the Transaction may breach any Law of the country where the Merchant is domiciled or any other country;
- (b) the Transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

The Merchant must provide all information to ANZ which ANZ unreasonably requires in order to manage money-laundering, terrorism-financing risk and economic and trade sanctions risk or to comply with any Law of the country where the Merchant is domiciled or any other country, or to comply with other prohibitions that may be applicable to ANZ with respect to any Transaction and the Merchant agrees that ANZ may disclose any information concerning the Merchant or the Transaction to:

- (a) any law enforcement, regulatory agency or court where required by any such Law of the country where the Merchant is domiciled or elsewhere;
- (b) any correspondent or third party ANZ uses to make the payment for the purposes of compliance with any such Law.

Unless the Merchant has disclosed that the Merchant is acting in a trustee capacity or on behalf of another person, the Merchant is acting in a trustee capacity or on behalf of another person, the Merchant warrants that the Merchant is acting in its own capacity in agreeing to these terms.

The Merchant declares, agrees and undertakes to ANZ that the payment of monies by ANZ in accordance with

instructions submitted to ANZ for processing will not breach any Law of the country where the Merchant is domiciled or any other jurisdiction.

40. GOVERNING LAW

This Agreement is governed by the Law in force in the Country where ANZ's office is shown in the Letter of Offer is located. ANZ and the Merchant agree to submit to the non exclusive jurisdiction of the courts having jurisdiction under that Law in relation to any proceedings about or in connection with the Agreement.

41. DISPUTE RESOLUTION PROCEDURES

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

42. MEANING OF WORDS AND EXPRESSIONS (FOR GENERAL

Conditions and Specific Conditions) In the Agreement:

“ANZ” means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 if operation is a branch in the country of domicile of the Merchant or the subsidiary of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 operating in the country of domicile of the Merchant.

“ANZ goMoney Account Holder” means a person or company who holds a bank account with ANZ which is linked to the ANZ goMoney service.

“ANZ eGate™” means the Internet based payments service that facilitates the payment by customers for goods and services purchased from ANZ eGate™ Merchants both over the Internet and through other ANZ Approved Payment Methods.

“ANZ eGate™ Merchant” means the person named as Merchant in the Letter of Offer and has been assigned an ANZ eGate™ Merchant ID by ANZ.

“ANZ Group” means ANZ and their related bodies corporate located inside or outside the country of domicile of the Merchant.

“Available Funds” means the amount of cleared funds available to transact with from the Merchant Account.

“Additional Merchant Facilities” means the additional facilities available to a Merchant as described in Condition 2 of Specific Conditions C.

“Application” means the application form (or other mode of application permitted by ANZ from time to time) completed, and submitted to ANZ, by the Merchant for the Merchant Facilities and, for the avoidance of doubt, includes all supporting documentation provided to ANZ in connection with the Merchant's application and the Secure Internet Site Declaration.

“Approved Currency” means the overseas currencies for which Customer Preferred Currency is available in the Country where ANZ's office shown in the Letter of Offer is located.

“Approved Payment Method” means:

- (a) using a credit Nominated Card accepted by a Merchant;
- (b) some other ANZ approved payment method.

“Authorisation and Assistance Centre” means the authorisation centre approved by ANZ for the purposes of the Agreement and the details of which are notified to the Merchant by ANZ.

“Authorised Floor Limit” means the total value of sales or payment which the Merchant is authorised to make to a Cardholder in any one Transaction without ANZ's consent.

“Business Day” means a week day on which ANZ is open for general banking business the country of domicile of the Merchant.

“Cardholder” means a person issued with:

- (a) a Nominated Card; or
- (b) authorised to use a Nominated Card.

“Card Imprinter” means any card imprinter to be used to process Transactions manually.

“Chargeback” means a Transaction that ANZ charges back to the Merchant in accordance with Condition 12(i)(b);

“Credit Authorisation Terminal” means a device which facilitates authorisation of sale Transaction and Refund Transactions using a Nominated Card (being a credit card), which captures Transactions information, and which can be used by the Merchant at a later time or date to initiate the credit or debit of funds to facilitate the settlement of those Transactions.

“Credit Transaction” means a Transaction where payment is made by ANZ or another card issuer of a Nominated Card (being a credit card) on behalf of the Cardholder pursuant to a credit card contract between ANZ and the Cardholder or the Cardholder and the other Nominated Card issuers (as the case may be) in discharge of the Cardholder’s debt for goods or services supplied by the Merchant to the Cardholder.

“Collection Code” means the number generated at the time the ANZ goMoney Account Holder completes a Send Money Payment Transaction.

“CPC Transaction” means a Transaction where the Overseas Cardholder has elected to use the CPC Service.

“Customer Preferred Currency” or **“CPC Service”** means the conversion of the local currency in which the Merchant’s goods and services are priced into an Approved Currency, as agreed upon by the Overseas Cardholder and the Merchant, in

accordance with the terms and conditions of the Agreement.

“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.

“Electronic Terminal” means:

- (a) any electronic device or equipment (including where applicable a portable electronic device or equipment 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; or
- (b) any Credit Authorisation Terminal.

“Exchange Rate” means the exchange rate set by Travelex Outsourcing Pty Ltd that applies on any given day.

“Force Majeure” means any act of nature, war, riot, sabotage, revolution, or any other unlawful act against public order or authority, an industrial or labour dispute, a governmental restraint, civil unrest, coup, power shortages or power failure, sudden or unexpected system failure, or any other event or cause which is not within the reasonable control of ANZ or you.

“Foreign Exchange Laws” means the foreign exchange laws and regulations of the country of domicile of the Merchant.

“Insolvency Event” means any of the following:

- (a) the Merchant has a receiver, receiver and manager, mortgagee in possession or voluntary administrator appointed to the Merchant or any of the Merchant’s assets; or
- (b) the Merchant becomes subject to any other form of external administration; or
- (c) a resolution is passed for winding up of the Merchant or an order is made for winding up of the Merchant;
- (d) an application for winding up of the Merchant is presented, which relates to an amount of money owed by the Merchant which is not bona fide in dispute;
- (e) a credit provider, credit reporting agency or other financial institution reports that, in their opinion, the Merchant is insolvent and unable to meet its financial commitments as they fall due;
- (f) if the Merchant is a partnership, the partnership is dissolved or the Merchant resolves to dissolve the partnership; or
- (g) if the Merchant is an individual, the Merchant becomes, or is declared, bankrupt or dies.

“Intellectual Property Rights” means:

- (a) inventions, discoveries and novel designs, whether or not registered or able to be registered as patents, designs, including developments or improvements of equipment, products, technology, processes, methods or techniques;

- (b) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist;
- (c) confidential information and trade secrets;
- (d) trade and service marks (whether registered or unregistered).

“International Transaction” means a Transaction undertaken by an Overseas Cardholder including CPC Transactions.

“Internet” means the public on-line computer network of that name or any successor of it.

“Invalid Transaction” means a transaction that is invalid under Condition 11.

“Law” includes any law, statute, regulation, ordinance, proclamation, by-law or statutory instrument or order, including codes of conduct issued by regulatory bodies.

“Letter of Offer” means the letter in which ANZ made the offer of Merchant Facilities to the Merchant.

“Merchant” means the person named as Merchant in the Letter of Offer.

“Merchant Account” means the bank account or accounts nominated by the Merchant for the purposes of the Agreement.

“Merchant Facilities” means the services and facilities ANZ makes available to the Merchant under the Agreement.

“Merchant Operating Guide” means each current merchant operating guide which is provided by ANZ to the Merchant, as varied from time to time.

“Nominated Card” means each card being a debit card or credit card or both described in the Letter of Offer and any other card authorised by ANZ for the purposes of the Agreement and notified to the Merchant in writing.

“Nominated Card Scheme” means any scheme established to manage and establish standards and procedures for the issuance and acceptance of Nominated Cards and the settlement of Transactions.

“Overseas Cardholder” means a Cardholder whose Nominated Card is issued by an overseas financial institution.

“Overseas Transaction Amount” means the Purchase Amount once converted at the applicable Exchange Rate in accordance with the Agreement.

“Purchase Amount” means the original local currency face amount of the Transaction, prior to conversion.

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

“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 by telephone or via the Internet); and
- (e) the Cardholder’s contact telephone number.

“Refund” means, in respect of a sales Transaction, the reversal in accordance with the Merchant Operating Guides of that sales Transaction.

“Secure Internet Site Declaration” means the declaration completed by the Merchant in accordance with Condition 4.1(c) of the Specific Conditions A.

“Security” means any guarantee or guarantee and indemnity or bill of sale, mortgage charge or other security interest or any authority to appropriate and set-off deposits ANZ may request the Merchant to provide under Condition 38.

“Scheduled Downtime” means a period of time scheduled by ANZ for internal administrative purposes resulting in restricted or no access to the Additional Merchant Facilities.

“Send Money” means the Send Money Transaction which generates a Collection Code.

“Send Money Payment” means the payment that has been generated by an ANZ goMoney Account Holder for collection by the Send Money Recipient.

“Send Money Recipient” means the person nominated by the ANZ goMoney Account Holder to receive the Collection Code; this person does not need to be a Cardholder or hold an account at ANZ.

“Small Business” means a business having:

- (a) less than 100 full time (or equivalent) people if the business is or includes the manufacture of goods; or
- (b) in any case, less than 20 full time (or equivalent) people.

“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 Rental Fee” means the amount specified in the Letter of Offer as the terminal rental fee.

“The Agreement” means the agreement constituted by the Merchant’s acceptance of ANZ’s offer on the terms and conditions set out in the Letter of Offer and comprising the documents referred to in the introduction section of this document, as varied from time to time.

“3D Secure Online Authorisation” means the process of authenticating the identity of the Cardholder(s) at the time of purchase through the:

- (a) Visa service known as “Verified by Visa”;
- (b) MasterCard service known as “MasterCard SecureCode”; or
- (c) any other online secure authentication provided by an eligible Nominated Card Scheme.

“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 manually or electronically and includes any transaction for the supply of goods or services by a Merchant to a customer, which is processed for payment through ANZ eGate™.

“Transaction Limits” means the

individual Transaction level and daily aggregate level limits set against the Merchant Account.

“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 manually or electronically.

43. 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) Letter of Offer and Variation Letter of Offer (if any);
 - (b) Special Conditions;
 - (c) Specific Conditions; and
 - (d) General Conditions.

In the event there is an inconsistency between the Merchant Service Terms and Conditions or the Special Conditions and the Merchant Operating Guides, the Merchant Services Terms and Conditions prevail.

- (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 re-enacted.
- (vi) A reference to “you” is a reference to the Merchant and in Condition 14.2, if you are a corporation, includes your directors and shareholders.
- (vii) A reference a “mail” includes information sent or received by facsimile or email.
- (viii) The use of headings are for convenience only and do not affect the interpretation of the Agreement.

44. APS222 DISCLOSURE

You acknowledge that where ANZ is a subsidiary of Australia and New Zealand Banking Group Limited, it is a separate entity to Australia and New Zealand Banking Group Limited and the obligations of, that subsidiary under this Agreement do not constitute deposits or other liabilities of Australia and New Zealand Banking Group Limited, nor does Australia and New Zealand Banking Group Limited guarantee the obligations of that subsidiary.

SPECIFIC CONDITIONS A – ANZ eGATE™

1. ABOUT THESE SPECIFIC CONDITIONS A

These Specific Conditions A apply if the Letter of Offer specifies and the Merchant has accepted ANZ’s offer to include the ANZ’s offer to include the ANZ eGate™ option as part of the Merchant Facilities. These Specific Conditions are read together with all other documents comprising the Agreement.

ANZ eGate™ is an Internet payment gateway, which enables the Merchant to send Transactions to ANZ for authorisation and settlement, all via the Internet. It is suitable for Merchants accepting card not present Transactions.

The use of the information, graphics and materials on the ANZ eGate™ website is governed by the website terms of use and the privacy statement.

2. MERCHANT OPERATING SYSTEM REQUIREMENTS

The Merchant must acquire and maintain all equipment, services and software (other than the Software which ANZ provides to you) necessary for the Merchant to connect to, and use, ANZ eGate™. The terms on which ANZ provides the Merchant with the Software are set out in Condition 5 of these Specific Conditions.

3. WHAT ARE THE MERCHANT'S OBLIGATIONS

- 3.1 The Merchant must install and maintain the Software provided by ANZ at the Merchant's own expense.
- 3.2 The Merchant is responsible for complying with all legal obligations to its customers, including the delivery of goods or services to the customers whose Transaction(s) are processed through ANZ eGate™.
- 3.3 The Merchant is responsible for resolving any dispute between the Merchant and any of the customers involving any Transaction processed through ANZ eGate™. If the dispute relates to the authorisation of any Transaction through ANZ eGate™, ANZ agrees to provide reasonable assistance in resolving the dispute should the Merchant require it.
- 3.4 Unless expressly permitted by the Agreement, the Merchant, its employees, agents and contractors must not make any representation or statement to a customer about ANZ eGate™, ANZ or any of the ANZ Group's procedures, policies or financial products.
- 3.5 If the Merchant offers customers the ability to make payments online, then the Merchant:
 - (a) acknowledges and agrees that it will utilise 3D Secure On-line Authentication;and
 - (b) must adhere to the requirements of the VerifiedbyVisa and

MasterCard SecureCode programmes.

- 3.6 In using 3D Secure Online Authentication, the Merchant:
 - (a) must use 128 SSL bit encryption on the Merchant's website;
 - (b) must provide ANZ with the information reasonably requested by ANZ for inclusion in authentication marketing or registration sites including ANZ websites, VI SA and VerifiedbyVisa, and MasterCard and MasterCard SecureCode sites, Travelex Outsourcing Pty Limited sites, and others in agreement with the Merchant;
 - (c) the Merchant must display on the Merchant's payment page the ANZ identification device for 3D Secure Online Authentication;
 - (d) the Merchant must terminate the Transaction and advise the customer the Transaction cannot proceed if Visa or MasterCard (as the case may be) returns any response other than a successful authentication; and
 - (e) if the Merchant provides specific online promotions specified on the Merchant's site for ANZ cardholders, the Merchant must have these promotions first approved by Visa or MasterCard (as the case may be) and ANZ.
- 3.7 The Merchant agrees that it will not store Cardholder's account numbers without ANZ's prior written approval, which approval shall be granted at ANZ's sole discretion and only

following a security review by ANZ of the Merchant's systems and processes.

- 3.8 The Merchant agrees to pay all fees and charges that relate to ANZ eGate™ as detailed in the Letter of Offer.

4. MERCHANT'S WEBSITE

- 4.1 Where the Merchant is specifically authorised by ANZ to accept a credit Nominated Card as payment for goods or services ordered via the Internet:

- (a) in addition to any information set out in the Merchant Operating Guides or as otherwise notified by ANZ from time to time, the Merchant's website must contain all of the following information:
 - (i) a complete description of the goods or services offered; (ii) a returned merchandise and Refund policy;
 - (iii) a customer service contract, including electronic address and/or telephone number and the physical address of the Merchant's Premises;
 - (iv) any export or legal restrictions (if known);
 - (v) a delivery policy (including the delivery cost, if any); and
 - (vi) a privacy policy (including the Merchant's policy for transmission of the Cardholder's details).

- (b) except with ANZ's prior written consent, the Transaction currency on the Merchant's website must be in the local currency of the country of domicile of the Merchant;
- (c) the Merchant must complete a Secure Internet Site Declaration to ANZ's satisfaction;
- (d) must operate a firewall that is regularly updated; and
- (e) the Merchant, at its own cost, arrange for the Merchant's website to be prepared and maintained in accordance with ANZ's reasonable requirements, including those requirements applicable to the Internet security standards as described in the Merchant Operating Guides or otherwise notified by ANZ in writing from time to time.

5. INTELLECTUAL PROPERTY - ANZ SOFTWARE

- 5.1 ANZ grants the Merchant a non-exclusive, non-transferable licence to use the Software for the duration of the Agreement. The Merchant may install the Software on any of the Merchant's computers or web-servers.
- 5.2 The Merchant does not have any proprietary rights (including any intellectual Property Rights) in:
- (a) the Software;
 - (b) any authorised or unauthorised modifications to the Software; or

- (c) any updates or new releases to the Software.
- 5.3 The Merchant must not copy, alter, modify or reproduce the Software or merge all or any part of the Software with any other software except:
- (a) inactive copies made solely for the purposes of backup or archiving;
 - (b) copies which are necessary to integrate the Software for use with the Merchant's website or any other software the Merchant uses in the Merchant's business; or
 - (c) as otherwise reasonably required for the purposes of the Agreement with ANZ's prior written consent.
- 5.4 The Merchant must ensure that any copy of the Software, which the Merchant makes, as permitted under this Condition, bears all Intellectual Property Rights ownership notices contained in, or supplied with, the Software.
- 5.5 The Merchant must not distribute or resell the Software to a person including by supplying access to the Software through bureau service processing, without ANZ's prior written consent.
- 5.6 The Merchant agrees to comply with any other terms specified by ANZ and/or ANZ's third party vendors with respect to the ANZ Software notified by ANZ from time to time.
- 5.7 Except where specifically authorised by Law, the Merchant must not, and

must not direct or indirectly allow or cause a third party to, reverse assemble or reserve compile the whole or any part of the Software. The Merchant indemnifies ANZ for any use, copying, modification or reproduction of the Software outside the terms of this Agreement.

6. ANZ'S OBLIGATIONS TO THE MERCHANT

6.1 ANZ will:

- (a) keep the Merchant informed about new services offered through ANZ eGate™ which may benefit the Merchant's business; and
- (b) endeavour to resolve any complaints that the Merchant may have about ANZ eGate™.

6.2 If the Merchant is unable to use ANZ eGate™ or the Merchant has enquiries relating to the operation of ANZ eGate™, the Merchant can contact the ANZ Electronic Banking Services.

6.3 If the Letter of Offer specifies and the Merchant has accepted ANZ's offer to include the ANZ eGate™ option as part of the Merchant Facilities, ANZ will provide the Merchant with the Software to enable the Merchant to connect to, and use, ANZ eGate™.

6.4 ANZ has no obligation to provide:

- (a) advice or training on the Software; or
- (b) error-correction, modifications or updates to the Software; or

- (c) new releases or enhancements for the Software; or
- (d) support or maintenance for the Software once it is installed.

7. MERCHANT ACKNOWLEDGEMENTS

7.1 The Merchant acknowledges that:

- (a) ANZ eGate™ may be affected by outages, faults or delays. Such outages, faults or delays may be caused by many factors, including without limitation, technical difficulties with the performance or operation of ANZ's or another person's software, equipment or systems, traffic or technical difficulties with the Internet or infrastructure failures;
- (b) although ANZ has implemented the security procedures described on ANZ's website(s), it cannot warrant that unauthorised access to information and data could not occur;
- (c) ANZ does not verify the identity of any person who registers with, or uses, ANZ eGate™;
- (d) ANZ does not verify any information which the Merchant or customer provides to ANZ to enable ANZ to process a Transaction through ANZ eGate™;
- (e) notwithstanding that a Transaction has been authorised through ANZ eGate™, in certain circumstances a Transaction may nevertheless be declined or charged back. Some of the circumstances in which this may happen are described in the Merchant Operating Guides;
- (f) the Merchant has relied on the Merchant's own independent assessment and judgment in determining whether the ANZ eGate™ provided under the Agreement meets the Merchant's requirements and the Merchant has not relied on any statement or representation made on behalf of ANZ in deciding to enter into the Agreement.

7.2 The Merchant acknowledges and agrees that any loss, damage or liability (including without limitation, any direct or consequential loss, damage or liability arising from disruption to the Merchant's business) the Merchant may suffer or incur as a result of any of the above is the Merchant's responsibility and is a risk that the Merchant assumes.

8. TERMINATION

If the Merchant's ANZ eGate™ Merchant Facility is terminated, then in addition to any other provisions under Condition 29 of the General Conditions:

- (a) ANZ may enter the Merchant's Premises to repossess from the Merchant any software (including the Software), equipment, documents or promotional material supplied by ANZ or any of its contractors; and

(b) The Merchant must immediately remove all references to ANZ eGate™ from the Merchant's website and the Merchant's current advertising and marketing materials.

SPECIFIC CONDITIONS B - CUSTOMER PREFERRED CURRENCY

1. ABOUT THESE SPECIFIC CONDITIONS B

These Specific Conditions B apply if the Letter of Offer specifies and the Merchant has accepted ANZ's offer to process Customer Preferred Currency Transactions as part of the Merchant Facilities. These Specific Conditions are read together with all other documents comprising the Agreement.

2. ABOUT THE CPC SERVICE

- 2.1 The CPC Service will enable Overseas Cardholders to present a credit Nominated Card at the Merchant's Premises and to pay for a purchase in the Approved Currency in which the Nominated Card is denominated, based upon an Exchange Rate, while the Merchant receives settlement of the Purchase Amount in the local currency of the country of domicile of the Merchant.
- 2.2 The Merchant acknowledges and agrees that the Purchase Amount will be converted to the Approved Currency in which the Nominated Card is denominated based upon the Exchange Rate and the Overseas Transaction Amount will be cleared through the applicable Nominated Card Scheme in the Approved Currency in which the Nominated Card is denominated.
- 2.3 ANZ reserves the right to add, delete or suspend any currency to or from the CPC Service at any time without notice to the Merchant. Further, ANZ may terminate or suspend the CPC Service for any reason upon notice to the Merchant.
- 2.4 The provision of the CPC Service is subject to the Foreign Exchange laws.

3. PROGRAMME REQUIREMENTS

- 3.1 The Merchant must comply with all reasonable instructions provided by ANZ pertaining to the CPC Service as detailed in this Agreement.
- 3.2 Without limiting the foregoing, the Merchant agrees to comply with the following CPC Service requirements:
 - (a) Overseas Cardholder Opt-In: The Merchant must provide Overseas Cardholders (whose card billing currency differs to the Merchant currency) who hold a credit Nominated Card with the ability to 'opt-in' or consent to use the CPC Service.

- (b) Credits or Returns: In the event that the Merchant issues a credit to a Nominated Card account, reflecting either the partial or complete return or reimbursement of a CPC Transaction, the Overseas Cardholder may elect to have that Refund or credit processed using the CPC Service. If the Overseas Cardholder elects to opt-in, the credit or return will be converted to the Approved Currency using the Exchange Rate applicable on the date of presentation of the credit by the Merchant and that credit, as converted, will be cleared through the applicable Nominated Card Scheme in the Approved Currency in which the Nominated Card is denominated;
- (c) Commission: The Merchant must comply with any legal obligation requiring the Merchant to disclose any commission (if any) the Merchant receives when an Overseas Cardholder elects to use the CPC Service.

4. PROCESSING AND SETTLEMENT OF CPC TRANSACTIONS

- 4.1 When the Merchant has a CPC enable Electronic Terminal and/or able to process CPC Transactions online via ANZ eGate™, all of the Merchant's Transactions will be processed by Travelex Outsourcing Pty Limited on behalf of ANZ.

- 4.2 Settlement of Transactions is in the Merchant's local currency to the Merchant Account. ANZ eGate™ Transaction settlements occur one business day following the transaction date (for purchases prior to the cut-off period) and includes settlement for CPC transactions.

5. OPERATING INSTRUCTIONS

5.1 How it Works - CPC Transactions via ANZ eGate™

When a Cardholder makes a payment for goods or services purchased from ANZ eGate™ Merchant with an overseas Nominated Card where their billing currency is one of the CPC Approved Currencies, the Cardholder is given an option (facilitated by Travelex Dynamic Currency Conversion) of paying for their purchase in their card billing currency rather than in the Merchant's local currency.

The Exchange Rate and the total price in the Cardholder's billing currency are displayed on the ANZ eGate™ payment details page, providing an opportunity for the Cardholder to evaluate the CPC offering before making a decision to either process as a CPC Transaction or process in the Merchant's local currency.

Merchants and Cardholders should be aware that the rate at which the Transaction is converted is based on a retail exchange rate provided by Travelex Outsourcing Pty Limited which includes a fee paid to Travelex Outsourcing Pty Limited, plus a commission that is charged

by ANZ and a commission (if any) received by the Merchant. Additional fees may be charged by the Cardholder's bank.

The Transaction Voucher page generated from a CPC Transaction shows the Transaction amount in the Merchant's local currency and the card's billing currency, the applicable exchange rate used in the CPC Transaction, including any commission or fees associated with the CPC Transaction, the total price in the Transaction currency chosen by the Cardholder, and other CPC disclosures required by Nominated Card Schemes rules.

5.2 How it Works - CPC Transactions via Electronic Terminals

When a Cardholder presents an overseas Nominated Card where their billing currency is one of the CPC Approved Currencies and differs to the Merchant currency, the Cardholder is given an option (facilitated by the Merchant or chip card) of paying for their purchase in their card billing currency rather than in the Merchant's local currency.

The Exchange Rate and the total price in the Cardholder's billing currency are displayed on the terminal, providing an opportunity for the Cardholder to evaluate the CPC offering before making a decision to either process as a CPC Transaction or process in the Merchant's local currency.

Merchant and Cardholders should be aware that the rate at which the transaction is converted is based on a retail exchange rate provided by Travelex Outsourcing Pty Ltd which includes a fee

paid to Travelex Outsourcing Pty Ltd, plus a commission that is charged by ANZ and a commission (if any) received by the Merchant. Additional fees may be charged by the Cardholder's bank.

The Transaction Voucher generated from a CPC Transaction shows Transaction amount in the Merchant's local currency and the card's billing currency, the applicable exchange rate used in the CPC Transaction, including any commission or fees associated with the CPC Transaction, the total price in the Transaction currency chosen by the Cardholder, and other CPC disclosures required by Nominated Card Schemes rules.

5.3 Choice of Payment in Local Currency

When the Merchant has a CPC enable terminal, the Merchant must:

- (a) inform the Cardholder that CPC is optional (the Cardholder may wish to complete the Transaction in the Merchant's local currency);
- (b) inform the Cardholder if the Merchant receives a commission for processing CPC Transactions;
- (c) not impose any additional requirements or charges on the Cardholder to process the Transaction in the Nominated Card's local currency;
- (d) not use any language or procedures that may cause the Cardholder to choose CPC by default.

5.4 Card Not Present Transactions

For Card Not Present Transactions, the Merchant must disclose the following prior to offering CPC:

- (a) inform the Cardholder that they have the choice of paying in the Merchant's local currency;
- (b) disclose the Transaction amount in the Merchant's local currency;
- (c) disclose the full Transaction amount in the Cardholder's billing currency, including the commission amount;
- (d) advise the applicable Exchange Rate and commission rate separately; and
- (e) generate these details to the Merchant's website Transaction Voucher/purchase confirmation page.

5.5 Currencies Available

The CPC Approved Currencies may vary from time to time. The Merchant should contact the ANZ Electronic Banking Services for a current list of CPC Approved Currencies.

5.6 Merchant Statements

The Merchant will receive a statement of Transactions each day for all transactions settled ANZ eGate™. The statement will be emailed to the merchant's nominated Settlement Email Address.

The statement shows:

- (a) all transactions debited/credited for that date;
- (b) the Merchant Service Fee (and where

applicable, Scheme and Inter-change Fees) applicable to the Transactions and the net Merchant Service Fee calculation for the month.

The Merchant will also be emailed a Monthly Summary on the first day of every month, giving a summary of the total ANZ eGate™ settled transaction types for the previous month.

SPECIFIC CONDITIONS C - ANZ GOMONEY

1. ABOUT THESE SPECIFIC CONDITIONS C

These Specific Conditions C apply if the Letter of Offer specifies and the Merchant accepts ANZ's offer to include the Additional Merchant Facilities option as part of the Merchant Facilities. These Specific Conditions are read together with all other documents comprising the Agreement.

2. ABOUT THE ADDITIONAL MERCHANT FACILITIES

The Additional Merchant Facilities offers the Merchant the ability to undertake the following Transactions:

- (a) Cash Out (Withdrawal);
- (b) Cash In (Deposit);
- (c) Purchase Mobile Phone Airtime Vouchers (Top-Up Mobile Phone);

- (d) Purchase Goods with Cash-Out; and
- (e) Redeem Send Money Payment Transactions (Redeem Send Money) for non- Cardholders, who can provide a valid Collection Code and the value of the Send Money Payment.

Cash Out (Withdrawal), Cash In (Deposit), Purchase Mobile Phone Airtime Vouchers (Top-Up Mobile Phone), and Purchase Goods with Cash-Out can only be performed by Cardholders who hold a local ANZ debit card.

3. MERCHANT OPERATING GUIDE

ANZ will provide the Merchant with an update to the Merchant Operating Guide. The guide includes policies, procedures and other information the Merchant requires for the day-to-day operation of the Additional Merchant Facilities.

4. INDEMNITY

The Merchant indemnifies ANZ against all claims, damages, actions, losses and liabilities (including, without limitation, all fines, penalties and other charges incurred by ANZ as a result of any act or omission by the Merchant), whether made by the Merchant, or other third party, which ANZ or any of ANZ's employees, contractors or agents suffers or incurs arising directly or indirectly from misuse of the Additional Merchant Facilities.

5. LIABILITY

ANZ is not responsible for any loss the Merchant suffers as a result of the Merchant being unable to use the Additional Merchant Facilities, or as a result of delays or errors in processing the Merchant's instructions.

ANZ is liable for loss that:

- (a) is caused by fraudulent or negligent conduct by employees or contractors of ANZ;
- (b) relates to faults that occur in or to the Additional Merchant Facilities, unless the faults are obvious or advised by us;
- (c) results from an unauthorised Transaction that occurs after you have notified us that the security of your PIN has been breached; or
- (d) results from the same Transaction being incorrectly debited more than once, by us, to the same account(s), provided such loss was not caused or contributed to as a result of fraud, negligence or an unlawful act by the Merchant.

ANZ will not be responsible for any loss or damage the Merchant or any third party may incur arising from:

- (a) any error in instructions given to the Merchant by the Send Money Recipient;
- (b) insufficient Available Funds in the Merchant's Account for a Transaction to proceed or be completed;
- (c) the Merchant having insufficient cash funds for a Transaction to proceed or be completed;

- (d) ANZ delaying, blocking or refusing to process a Transaction for any reason;
- (e) the inability of the Merchant's Electronic Terminal to access or use the Additional Merchant Facilities;
- (f) a Force Majeure event, including during Scheduled Downtime;
- (g) any loss or damage or claim from a Cardholder or any other third party as a result of the Merchant completing an invalid transaction, as per condition 11 of the General Conditions; or
- (h) an act of fraud or negligence on the Merchant's part (either alone or together with another person), including an employee, contractor or agent of the Merchant.

The Merchant is liable for all loss if the Merchant has acted fraudulently, either alone or together with any other person.

6. SUSPENSION OF MERCHANT FACILITY OR FREEZING OF MERCHANT'S ACCOUNT

When ANZ suspends the Additional Merchant Facilities or freezes the Merchant's Account, or both, as the case may be, the Merchant must not accept any payments, or execute any Additional Merchant Facility Transactions, for goods or services. ANZ is not obliged to accept any Additional Merchant Facility Transactions processed by the Merchant after notification of suspension of the Additional Merchant Facilities or freezing of the Merchant's Account.

ANZ may suspend the Merchant's use of the Additional Merchant Facilities at any time.

7. PROMOTIONAL MATERIAL

ANZ will supply the Merchant with signs, decals and other promotional material as agreed in the Letter of Offer or otherwise notified in writing from time to time.

The Merchant must prominently display in the Merchant's Premises the ANZ promotional material supplied by ANZ or ANZ's authorised representative.

The Merchant must not use any promotional material except as authorised by ANZ.

8. THE MERCHANT'S OBLIGATIONS

The Merchant is obliged to provide Cardholders with Additional Merchant Facilities for those Transactions outlined in condition 2 of this Special Conditions C.

9. TRANSACTION RESTRICTIONS

ANZ will not permit you to complete an Additional Merchant Facility Transaction where the amount of the proposed transaction (including any applicable fees and charges), exceeds your Available Funds.

10. REDEEM COLLECTION CODES

The Merchant can only redeem Collection Codes if the Merchant has sufficient cash funds available and the Merchant has not or will not exceed the Merchant Transaction Limits when completing the Transaction.

The ANZ goMoney Account Holder must disclose the Collection Code and the amount of the Send Money Payment to the Send Money Recipient.

The Send Money Recipient must successfully claim the Send Money Payment by no later than 22:00 hours local time on the seventh (7th) Business Day following the day on which the Collection Code was generated. If the Send Money Recipient does not successfully claim the Send Money Payment within this time period, the funds will not be available and the Collection Code will no longer be valid.

The Merchant is not permitted to redeem part of the Send Money Payment; the Merchant must redeem the full amount of the Send Money Payment.

The Merchant's Account will be credited with funds equal to the Send Money Payment amount. On completion of the Transaction the Merchant will provide cash funds to the Send Money Recipient equal to the value of the Send Money Payment.

All details provided by the Send Money Recipient and entered by the Merchant must be correct. If any of the details provided are incorrect, the claim of the Send Money Payment will be unsuccessful.

If the Send Money Recipient wishes to dispute the amount or payment of the Send Money Payment they must contact the ANZ goMoney Account Holder who initiated the Send Money Payment.

11. WITHDRAWAL

Withdrawal allows a Cardholder to withdraw cash at any Merchant, who is authorised to provide Additional Merchant Facilities, where the Merchant has sufficient cash funds and the Merchant has not or will not exceed the Merchant Transaction Limit when completing the Cardholder's withdrawal request.

On completion of the withdrawal Transaction the Merchant will provide the Cardholder with cash funds equal to the withdrawal amount, less any applicable fees or charges, the Merchant's Account will be credited with the amount withdrawn, less any applicable fees, charges plus any commissions.

12. DEPOSIT

Deposit allows a Cardholder to visit a Merchant, who is authorised to provide the Additional Merchant Facilities, with cash and request that the Merchant facilitates a deposit to the Cardholder's account(s).

The Merchant can only complete the Deposit request if the Merchant has sufficient Available Funds and has not or will not exceed the Merchant Transaction Limit when completing the Cardholder's deposit request.

On completion of the deposit Transaction, the Cardholder's account(s) will be credited with an amount equal to the cash deposited with the Merchant, less any applicable fees or charges. The Merchant's Account will be immediately debited with an amount equal to the amount of the cash deposited, less any applicable fees or charges, plus any applicable commissions.

13. PURCHASE MOBILE PHONE AIRTIME VOUCHERS (TOP-UP MOBILE PHONE)

Top-Up Mobile Phone allows the Cardholder to purchase airtime credit vouchers for the mobile phone network the Cardholder's registered mobile phone is subscribed to.

On completion of the Transaction the receipt from the Merchant's Electronic Terminal will detail a mobile phone airtime voucher code, which must be given to the Cardholder.

Once the Cardholder has the airtime voucher code the Cardholder will be able to contact the mobile phone network provider and redeem the voucher for airtime credit.

ANZ is not liable for applying the airtime credit to the Cardholder's mobile phone account.

Any questions or issues surrounding the top-up voucher once it has been purchased should be directed to the Cardholder's mobile phone network operator.

14. PURCHASE GOODS WITH CASH-OUT

When the Cardholder purchases goods the Cardholder has the option to request to withdraw funds from his Account(s). The Transaction is conducted in the same way as a standard goods purchase Transaction; however when the Merchant enters the total value of the Transaction, it should be inclusive of the Cardholder withdrawal amount. Once the Cardholder has confirmed the transaction by entering their PIN number the Merchant must provide the Cardholder with cash equal to the withdrawal amount requested by the Cardholder.



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