

Tyro Payments Limited ABN 49 103 575 042 AFSL 471951

Tyro EFTPOS Terms and Conditions/Merchant Service Agreement – General Terms

Effective: 08 February 2018

1.0 Agreement

These Terms and Conditions, along with the Application Form and the Privacy Statement and Consent constitute your agreement with us (“**Agreement**”). You agree to be bound by this Agreement on the Commencement Date.

The Agreement governs your relationship with us regarding the Tyro Services and will apply to the exclusion of any inconsistent terms issued by you.

2.0 Important information

In addition to the terms of this Agreement, you must also comply with:

- a. the Merchant Operating Guide;
- b. any requirements that a Scheme imposes on us that relate to the Tyro EFTPOS Facility that we notify you about;
- c. any reasonable directions given by us; and
- d. all laws applicable to your business.

3.0 Equipment

You agree that:

- a. risk in the Equipment passes to you on delivery of the Equipment to the Delivery Address. From delivery of the Equipment, you are liable for any loss or damage to, or caused by, the Equipment or its operation and all costs incurred in respect of the Equipment including the cost of repairing or replacing the Equipment at the Replacement Cost. If Equipment is altered, damaged after it has been delivered to you at the Delivery Address, we are authorised to debit the repair cost or the Replacement Cost from the Fee Account. We may choose whether to repair or replace Equipment at our discretion;
- b. we will deliver Equipment to you in accordance with the delivery quantity, Delivery Address and information stipulated in the Application Form. We may charge you any delivery and freight charges for the shipment of Equipment in our discretion;
- c. we will pay any insurance coverage in respect of the delivery of Equipment to you;
- d. you must notify us within forty-eight (48) hours after delivery of Equipment, of any claimed shortages or rejections in respect of the Equipment. To the maximum extent permitted by law, failure to give such notice of a claim will be deemed an acceptance in full of all Equipment delivered;
- e. you must not allow anyone to service or repair the Equipment and must return all Equipment to us to arrange repair;
- f. you must ensure that all Equipment complies with our security and other requirements;
- g. you will affix to the Equipment any label or sticker supplied by us in accordance with any instructions we give you, and will not do anything to remove or obscure that label or sticker;

- h. you are not permitted to use the Equipment with any other acquirer;
- i. we will provide you with reasonable assistance over the phone or electronically by explaining how to install software required to connect the Equipment to point-of-sale or practice management software that we support an integration for;
- j. you must ensure you maintain operating systems that are supported and that your systems are upgraded as necessary to ensure that Transactions can be initiated and processed;
- k. some Transactions can only be initiated via your Integrated Software so if the relevant software is not functional for any reason, you may be unable to process Transactions;
- l. we are not responsible for installing, operating or maintaining any third party applications you install or have installed on Equipment or any of your devices or systems;
- m. security features on the Terminal can be enabled. Please contact us if you want more information on this. You must have your own internal procedures to manage security and prevent fraud in your business; and
- n. from time to time we may supply you with new, upgraded or repaired Equipment. If this occurs, you must return the existing Equipment within fourteen (14) days of receiving the new, upgraded or repaired Equipment. If we do not receive the existing Equipment within fourteen (14) days, the Replacement Cost will constitute a debt due by you to us and you authorise us to debit such amount from the Fee Account without notice. We will refund to you the Replacement Cost on receipt by us of the Equipment in good order and condition if the Equipment is returned within 12 months.

You will have no right, title, property or interest in the Equipment except as bailee and must not sublet, transfer, dispose of, grant a security interest over, permit a security interest to be registered over or otherwise deal with any rights or interest in the Equipment.

We grant to you a non-transferable and non-exclusive licence to use the Software solely for the purpose of us being able to supply the Tyro Services to you pursuant to this Agreement. Your licence to use the Software ceases immediately on termination of this Agreement. All copies of the Software, including all intangible and tangible elements, are our property (or our licensor's property if applicable) and no title to or interest in the Software or any part of it is transferred to you except as provided for in this Agreement. You must not loan out, grant sub-licenses to, encumber, sell or otherwise deal with the Software nor reverse engineer, decompile or disassemble the Software, make derivatives, modifications or translations of the Software or otherwise deal with the Software or Equipment.

We warrant that:

- a. any Equipment rented from us is of merchantable quality and is fit for the purpose for which it is supplied as at the date of supply; and

- b. the Tyro Services provided to you will be performed with reasonable care and skill.

To the maximum extent permitted by law, we provide no other warranties in relation to the Equipment, the Software or any Tyro Services.

We are not, to the maximum extent permitted by law, liable for any Loss which arises from or in relation to or is caused by:

- a. damage to the Equipment due to a dysfunction of any network on which the Equipment is used or the Communications Service; or
- b. your use of the Equipment or Software;
- c. any damage, error, fault, disruption, failure or virus caused by the Equipment or Software (including any error, fault or damage to other software, hardware or electronic devices);
- d. the Equipment not integrating with your computer systems;
- e. delay in the installation or provision of Equipment, delay in the commencement of the Tyro Services, or loss you incur if the Equipment is not working or you are unable to process Transactions.

You must ensure that Equipment is:

- a. installed following our guides and procedures for installation of Equipment;
- b. used in accordance with the Merchant Operating Guide at all times and solely for the purpose for which it was designed and provided by us in connection with the Tyro Services; and
- c. not moved from the Delivery Address without our prior written consent.

It is your responsibility to:

- a. determine the specific location of installation of Equipment (within the Delivery Address) and to prepare the location in accordance with the specification set out in the Set Up Guide;
- b. ensure that you have internet access and supported and regularly upgraded operating systems;
- c. ensure you have sufficient electrical surge protection;
- d. exercise reasonable care in the use, operation, protection, and security of Equipment at all times;
- e. ensure that Equipment is stored safely and protected from theft, loss or damage and to insure the Equipment against any loss or damage to the Equipment arising from theft, vandalism, fire, flood, earthquake, misuse, neglect, or as otherwise required by us; and
- f. regularly check for evidence of tampering including skimming devices and confirm the identification number on the Equipment is correct. You must contact us immediately if you discover any evidence of or suspect.
- g. regularly check for evidence of tampering including skimming devices and confirm the identification number on the Equipment is correct. You must contact us immediately if you discover any evidence of or suspect that Equipment has been tampered with.

Where you request our assistance in relation to installing or operating your Equipment, we may offer to remotely access your computer system in order to help you using any program which we select ("**Purpose**"). This may include amongst other things changing your settings, conducting test transactions or downloading and running system tools. If you agree over the phone or via email to us doing this, you

expressly agree to us accessing your systems for the Purpose and anything incidental to the Purpose. You acknowledge that we may have access to information including confidential, personal or sensitive information, data and records which are contained on or copied on your computer systems ("**Information**"). You authorise us to access, use and disclose any Information for the Purpose and you confirm that where Information has been provided by or is owned by any other person, you have that person's consent to our access, use and disclosure of that Information.

To the maximum extent permitted by law, we will have no liability for and will not be responsible for any Loss which arises as a result of, in connection with or in relation to our access of your computer systems or your use of the Equipment.

You agree to indemnify and keep us indemnified against any Loss arising out of, in connection with or as a result of our access to, use or disclosure of the Information.

4.0 Transactions

You must:

- a. use a Terminal to process every Transaction, unless the Terminal, the eftpos System or the Communications Service is inoperative;
- b. perform all obligations to a Cardholder (including providing any goods or services) in respect of a Transaction prior to processing the Transaction;
- c. not split a single sale into multiple Transactions;
- d. not make any warranty or representation to a Cardholder regarding us or on our behalf;
- e. establish and maintain a prudent policy for obtaining and maintaining proof of Cardholder authorisation for MOTO sales so as to minimise the possibility of Cardholder disputes and unauthorised Transactions;
- f. clearly and prominently display any surcharge you charge for a Transaction over and above the price that would be charged if the Cardholder paid cash for the sale in a manner that enables the Cardholder to cancel the Transaction;
- g. only charge a surcharge that accurately reflects your cost of accepting Transactions and not cross-subsidise across Schemes;
- h. ensure any Refund also includes any surcharge charged in the original Transaction. In the case of a partial Refund, the surcharge must be pro-rated;
- i. establish and maintain a fair policy for giving refunds or exchanging goods which complies with all applicable laws and to give refunds by means of a Refund and not cash;
- j. not process any Transaction using your own Card or any Card of your associates;
- k. not hold a Cardholder's PIN or passcode as part of a book-up arrangement.

Card issuers may impose limits on the monetary amount and number per day of Transactions a Cardholder may effect. You agree to comply with those limits.

The Terminals will be programmed to accept all Card Transactions which they are able to accept. If you do not wish to participate in any particular Scheme you must contact us and complete and return any forms we request.

For some Schemes, you are required to have a separate agreement with the Scheme operator and our only obligation in relation to a Transaction is to transmit the particulars of the Transaction to the Scheme operator under which the Card

was issued. For these types of Transactions, we make no representation and give no assurances in relation to the performance of any agreement or arrangement between you and such entity.

If requested, you must inform us of your merchant number for all Schemes in which you participate.

We reserve all rights to route Transactions using networks we determine or to change the way we route Transactions without notice, for example, we may change the cost, infrastructure, system features. You can opt-in to Tap & Save by contacting us. Certain transactions are excluded from Tap & Save, for details refer to the FAQs at Tyro.com. Some pricing structures are not eligible for Tap & Save. Tap & Save will become available from a date nominated by Tyro in its discretion. Tyro does not guarantee any cost savings by opting in for Tap & Save. You can turn off Tap & Save functionality at any time by contacting us.

We make no representations and give no assurances whatsoever in relation to the credit worthiness of any person presenting a Card.

To the maximum extent permitted by law, you waive any right which you may have against us by reason of any inferred representation or assurance from us processing a Transaction. In the absence of a manifest error, the Transaction data produced by the Terminal is deemed to be correct. We are not liable for any error, delay, malfunction or failure caused or contributed to or initiated by your integrated point-of-sale or practice management software.

You must promptly notify us of any malfunction or error of the Terminals, the eftpos System or the Communications Service. In processing offline Transactions you agree to:

- a. only do so if the Terminal, eftpos System or Communications Service is inoperative, the Merchant Web Interface is inaccessible and the malfunction has been reported to us;
- b. obtain prior authorisation through Tyro's Voice Authorisation Process for each Transaction; and
- c. capture the offline Transaction on paper and within three (3) Business Days enter the details of the offline Transaction into the Terminal or Merchant Web Interface.

You acknowledge and agree that processing offline Transactions is at your own risk.

In processing Transactions initiated by telephone you must give the Cardholder the following information at the time of all Transactions:

- a. the receipt number;
- b. the amount of the Transaction;
- c. the type of Transaction, e.g. purchase, refund, credit;
- d. confirm the Card details charged; and
- e. your trading name.

On receiving a MOTO, you must maintain a written record of the following details:

- a. Card number (the last four digits only);
- b. expiry date;
- c. full name of the Cardholder (as it appears on the Card);
- d. full address of the Cardholder (street address only, no post office box);
- e. telephone number;
- f. details of goods or services supplied;

- g. price of goods or services supplied;
- h. delivery instructions; and
- i. date of Transaction.

For MOTO Transactions where you are not required to obtain the Cardholder's PIN or signature and compare the Cardholder's signature with that on the Card, you must ensure that each person processing such a MOTO Transaction uses best endeavours to verify the authenticity of the information given to you by the customer.

You must obtain authorisation via the MOTO option on the Terminal for all MOTO Transactions regardless of the value of the Transaction.

Where there will be a delay of more than five (5) days in you dispatching goods or providing services ordered by telephone, you must not process the Transaction in respect of such goods or services until the day of dispatch. For further assistance, please contact Customer Support.

If goods are to be shipped, you may obtain a preauthorisation on any day up to seven (7) days prior to the date the goods are shipped. This authorisation is valid if the amount of the Transaction is within 15% of the authorised amount, provided that the additional amount represents shipping costs.

You must ensure you have sufficient funds in your Settlement Account or Fee Account to meet your Refund obligations for all Refunds you process and for all Chargeback obligations you have.

You warrant by processing any Transaction that:

- a. all information given to us in respect of that Transaction is true and correct;
- b. the Transaction is valid; and
- c. the sale in respect of the Transaction is not subject to any dispute, set-off or counterclaim.

You acknowledge that MOTO Transactions are riskier than other Transactions and more likely to result in a Chargeback. It is your responsibility to know and identify your customer. Each MOTO Transaction is at your risk.

5.0 Security

You must:

- a. not disclose (other than to us or unless required by law) or obtain a Cardholder's name or Card details to or from any person, except where that information has been lawfully collected by you other than through a Transaction;
- b. comply with all user guides and other security requirements specified at Tyro.com/security as amended by us from time to time;
- c. comply with the prevailing Payment Card Industry Data Security Standards (for more information see www.pcisecuritystandards.org) or any Scheme security requirements;
- d. permit us or our representative reasonable access to inspect your computer systems to conduct an investigation on whether there has been a security breach and/or data compromise;
- e. use reasonable care to detect forged or unauthorised signatures or the unauthorised use of a Card;
- f. not process a Transaction by keying the transaction details manually into a Terminal unless instructed to do so by the Terminal; and
- g. use reasonable care to prevent the use of a Card as an instrument in money laundering activities.

6.0 Records and Statements

You must:

- a. keep all Receipts produced by the Terminal, your books of account and records of all Transactions (both sales Transactions and Refunds) for a minimum period of eighteen (18) months;
- b. provide us with all Receipts and other records in connection with Transactions as requested by us; and
- c. permit us or our representative to inspect Receipts, your books of account and records of all Transactions (both sales Transactions and Refunds) on request.

We will make available to you each month a statement showing the amount of all Transactions processed by us for you during the month. It is your obligation to check the statement to ensure the accuracy of the payments to the Settlement Account and from the Fee Account.

7.0 Settlement

Subject to the remainder of this clause, we will:

- a. accept all valid Transactions made by you; and
- b. credit or instruct your bank to credit the Settlement Account with the proceeds of all valid Transactions,

within the following timeframes:

- a. no later than two (2) Business Days following the date the Transaction is processed by a Terminal as long as settlement of all your Terminals occurs either by a manual settlement initiated by you or an automated settlement initiated by our systems prior to 5am (AEST); or
- b. as soon as practicable in any other case.

Notwithstanding when we credit your Settlement Account, your bank will determine when it makes the instructed payment available as disposable funds in your Settlement Account.

If there is any delay by our counterparties in respect of a Transaction, we may delay settlement to you until that counterparty fulfils its obligations. We reserve the right to delay the payment instruction of any Transaction until we receive payment in respect of that Transaction.

If our counterparty in respect of a Transaction fails to make a payment and we have already credited the Settlement Account with the relevant amount, you must immediately repay to us the amount so credited. Without limiting any other recourse we may have, you authorise us to debit the relevant amount from the Fee Account.

You acknowledge that authorisation of a Transaction is not a representation by us that the Transaction is valid. The Transaction may be subject to dispute or a Chargeback.

A Transaction will not be valid if:

- a. it or the circumstances giving rise to it are illegal under Australian or international laws or Scheme rules or requirements;
- b. the authority for completion of the Transaction is forged, unauthorised by the true Cardholder, not signed where a signature was required or, in the case of a MOTO, the Transaction is not authorised by the Cardholder;
- c. the Card is not current at the time of the Transaction;
- d. the Card was used without the Cardholder's authority;
- e. the Transaction did not originate from an act between you and the Cardholder;

- f. you do not retain Receipts produced by the Terminal for eighteen (18) months from the date of the Transaction or do not produce the Receipt within five (5) Business Days of a request by us for production of that Receipt;
- g. it is not for the supply of goods or services to a genuine customer as part of the business activities disclosed in your Application Form; or
- h. it represents a transfer of funds, not the supply of goods or services (e.g. a remittance);
- i. it is a Refund and:
 - no corresponding sales Transaction exists for the Card on which the Refund is made or purported to be made or otherwise represents a transfer of funds; or
 - it represents the payment of wages/salary;
- j. you failed to comply with all messages displayed on the Terminal in relation to the Transaction;
- k. a sales transaction is split into two (2) or more Transactions; or
- l. you do not comply with your obligations under this Agreement, the Merchant Operating Guide or any other direction by us in relation to the Transaction.

8.0 Settlement Account and Fee Account

For the duration of this Agreement you must maintain a Settlement Account to which amounts payable by us to you may be credited or any Refunds or Chargebacks may be debited.

You authorise us to debit the Settlement Account in respect of:

- a. the full amount of Refunds presented by you;
- b. any overpayments made by us;
- c. any Chargeback; and
- d. any amounts payable to us in relation to DCC Chargebacks and DCC Refunds.

You must maintain a Fee Account to which amounts payable by you to us may be debited. The Settlement Account and the Fee Account will be the same account unless you notify us otherwise. You must maintain the Fee Account for the duration of this Agreement and for at least one hundred and eighty (180) days after termination of this Agreement. You must not make any changes to the Fee Account without notifying us in advance.

You authorise us to debit the Fee Account in respect of:

- a. all fees and charges payable by you under this Agreement;
- b. any Scheme fines or penalties payable as a result of your breach of this Agreement or which we incur because of your actions or inactions;
- c. the full amount of Refunds presented by you if these cannot be debited from your Settlement Account;
- d. any overpayments made by us if these cannot be debited from your Settlement Account;
- e. any Chargeback if this cannot be debited from your Settlement Account;
- f. any amounts payable to us in relation to DCC Chargebacks and DCC Refunds if these cannot be debited from your Settlement Account;

- g. amounts paid by us for Transactions where we are investigating the validity of the Transaction or a claimed Chargeback of the Transaction;
- h. duties and taxes payable by you;
- i. any deficiency in a payment disclosed in an audit or check by us; and
- j. any other amounts due by you to us under this Agreement.

We have the right to withhold or suspend payment of all amounts that would otherwise be payable to you:

- a. where you owe us any amount under this Agreement (including fees and charges) until such amount has been paid; or
- b. until we have concluded reasonable investigations into any claimed Chargebacks or into the validity of any Transactions.

You agree that these authorisations continue despite termination of this Agreement.

9.0 Chargebacks

We may refuse to accept, or having accepted, may Chargeback, any Transaction if:

- a. we consider that the Transaction is not a valid Transaction;
- b. the Transaction is illegal;
- c. the Cardholder disputes all or any part of its liability for any reason; or
- d. the Card was not valid at the time of the Transaction.

10.0 Promotional material

We may supply you with decals and insignias for the Cards accepted. We may supply you with other promotional material at our discretion.

You agree to:

- a. prominently display, wherever reasonably directed by us, decals and other signs advertising the eftpos System and Cards;
- b. not use any advertising or promotional material relating to Cards or the eftpos System except as authorised by us;
- c. give all payment methods equal or substantially similar logo placement and treatment in terms of payment flow, terms, conditions, restrictions or fees;
- d. not attempt to influence or inhibit a Cardholder's decision in relation to the use of any payment method or encourage a Cardholder to use a particular payment method;
- e. not mischaracterise, misrepresent or disparage any payment method or exhibit a preference for one or more payment methods; and
- f. when you display or exhibit the payment methods that you accept, display all payment methods in an equal and positive manner, including on websites and in marketing materials, advertising and other customer communications.

You authorise any third party with whom we provide integrated services to use your logo, name, address, phone number and merchant category in any directory of merchants participating in the relevant integrated services.

You grant any third party with whom we provide integrated services a non-transferable and non-exclusive licence to use your Marks for the purpose of identifying you as a merchant that accepts the relevant integrated payment form and for offers or promotions by that third party.

11.0 DCC Services

If we provide DCC Services to you:

- a. the Terminal will display the amount payable by the Cardholder in AUD and also the relevant foreign currency amount for each DCC Transaction;
- b. the Cardholder must select whether to process the DCC Transaction in AUD or the applicable foreign currency, you must not influence this decision;
- c. we will settle the relevant DCC Transaction by crediting the Settlement Account with the AUD value of the Transaction;
- d. you will be entitled to a DCC Rebate which we will pay into your Settlement Account on the first Business Day after the end of each calendar month;
- e. on the first Business Day after the end of each calendar month, we will generate a DCC Recipient Created Tax Invoice detailing DCC Rebate payable for the preceding month. You agree not to generate any other invoice relating to DCC Rebate payments;
- f. for DCC Chargebacks and DCC Refunds, you will be required to refund the Cardholder the Transaction value at the currency conversion rate applicable at the date of the DCC Chargeback or DCC Refund. This means that you assume currency risk for these types of Transactions.

For the purpose of clause e, we will issue you any DCC Recipient Created Tax Invoice within 28 days of determining the relevant DCC Rebate.

You confirm that you are registered for GST at the start of this Agreement (if you are required to be registered) and will immediately notify us if you cease to be registered for GST.

You will notify us if you cease to comply with the requirements or undertakings provided in this clause 11.0 or by any issue known to, or becoming known to you which would cause us not to qualify to issue the DCC Recipient Created Tax Invoices.

We confirm we are registered for GST at the start of this Agreement and we will immediately notify you if we cease to be registered for GST.

We will notify you if we cease to comply with the requirements or undertakings provided in this clause 11.0, or by any issue known to or becoming known by us which would cause us not to qualify to issue the DCC Recipient Created Tax Invoices.

It is important that where a mistake occurs in processing a DCC Transaction that you reverse the DCC Transaction rather than processing a DCC Refund. If you process a DCC Refund rather than a reversal, significant currency spread can occur which can result in you incurring a large liability.

If you process a DCC Refund or reversal or a DCC Chargeback occurs, you are required to repay to us an amount equivalent to the DCC Rebate paid in respect of the original DCC Transaction. In these circumstances, you authorise us to debit an amount equivalent to the relevant DCC Rebate paid in respect of the original DCC Transaction from your Settlement Account.

12.0 Medicare Easyclaim

If we provide you with the ability to process Medicare Easyclaim transactions via your Terminal:

- a. you must comply with all relevant legislation and government guidelines and requirements in relation to processing Medicare Easyclaim transactions;
- b. for fully paid accounts, we process the electronic claim to Medicare and where authorised, credit the Medicare rebate to the claimant. If you use the Terminal to process the claim, you must also process the payment via the same Terminal, except where the payment cannot be processed via the Terminal;
- c. in processing a bulk bill claim or part paid claim you must ensure that the claimant has assigned the right benefits to the relevant provider and retain evidence of the assignment of benefit in accordance with all relevant legislation and government guidelines;
- d. for bulk bill or part paid claims, we facilitate electronic claiming via the Terminal but do not provide settlement services. Medicare is responsible for processing such payments in accordance with its procedures;
- e. for bulk bill claims, you acknowledge that such claims may be subsequently rejected by Medicare and it is your responsibility to manage the payment process with Medicare;
- f. to the maximum extent permitted by law, we are not responsible or liable where a claim cannot be processed or is rejected or void for any reason;
- g. you must not process in-patient claims via the Terminal; and
- h. we may suspend or discontinue these services for any reason in our discretion.

13.0 Allied Health Claiming

If we provide you with the ability to process allied health claims via your Terminal:

- a. you authorise us to register you with CSC;
- b. you agree to comply with all terms, conditions and requirements of and to pay all applicable fees to CSC;
- c. the Terminal will display the amount payable to you by CSC or the relevant health fund (as applicable);
- d. we facilitate the electronic claim being provided to CSC or the relevant health fund to be assessed and settled by CSC or the relevant health fund (as applicable). We do not settle and are not responsible for any payments by CSC or the relevant health fund to you;
- e. the remaining payment due by the Cardholder to you must be processed as any other Transaction using the Terminal;
- f. you must not process in-patient claims via the Terminal.

14.0 Tyro Mobile

If we provide you with Tyro Mobile Services:

- a. we enable you to accept mobile payments from a variety of payment providers as selected by us in our discretion;
- b. you agree to comply with all requirements and terms and conditions of those payment providers when processing your first Transaction. In particular, for any PayPal services you:
 - must comply with PayPal's Acceptable Use Policy found on the PayPal website; and

- must comply with the Commercial Entity Agreement which applies to a particular PayPal payment which can be found on the PayPal website. The relevant Commercial Entity Agreement depends on which of PayPal's acquiring financial institutions carries out the particular Transaction.

We do not provide any assurance or warranties about any agreements, terms and conditions or requirements which may apply to such Transactions.

15.0 Scheme Information

You acknowledge that we may obtain from and disclose to any person who is a Card issuer or who is involved in any Scheme, information about you for any purpose relating to the operation of the Scheme. Our rights under this clause continue despite termination.

You authorise us to obtain from any Scheme, information relating to facilities you obtained or are obtaining from other suppliers. We use this information (including personal information about you), including information about you collected from third parties, for any one or more of the following purposes:

- a. to assess and process your application for facilities we supply under this Agreement;
- b. to administer and manage the facilities we supply under this Agreement; and
- c. to facilitate our internal business operations, including fulfilling any legal requirements and systems maintenance and testing.

You acknowledge and agree that we may disclose information about you that we collect from the Application Form, the above information or conduct of the Tyro Services to any person who is a Card issuer, Scheme operator or otherwise involved in any Scheme, for any purpose relating to the operation of those Schemes. This information may include information about terminating facilities made available to you and the reasons for that termination. Another service provider may use this information (amongst other things) to determine whether or not to make facilities available to you.

16.0 Credit bureau checks

Tyro may disclose your personal and credit information (or the personal and credit information of any of your directors, trustees or partners, as applicable) to a credit reporting body, at any time, to undertake a commercial credit check on you or any of your directors, trustees or partners (as applicable) for the following purposes:

- a. to consider an application made by you for the provision of Tyro Services;
- b. to provide and manage any commercial credit provided to you under this Agreement;
- c. to review the provision of any Tyro Services to you;
- d. to assess your eligibility for Tyro Services or other Tyro products (including Tyro lending products);
- e. to collect payments that are overdue in relation to any commercial credit provided to you; or
- f. to disclose payment default information or serious credit infringements in relation to any commercial credit provided to you.

17.0 Definitions

In this Agreement, unless the context requires otherwise:

“Additional Site Request Form” means the additional site request form lodged by you with us for the Tyro EFTPOS Facility (if applicable).

“Application Form” means the application form lodged by you with us for the Tyro EFTPOS Facility.

“Business Day” means any day other than a Saturday, Sunday or day which is a bank holiday or public holiday in the State of New South Wales.

“Card(s)” means a:

- a. credit, debit, charge, purchase or other valid payment card issued by a member or affiliate of a Scheme on which the Scheme’s Marks appear;
- b. a valid payment card capable of acceptance under the eftpos Mark issued by an Australian bank or financial institution;
- c. any valid payment card issued under any loyalty program;
- d. any other valid payment card issued by another entity which the Terminal is enabled to accept; or
- e. any electronic derivation of any of the above.

“Cardholder” means the person to whom a Card has been issued or a person who is authorised to use a Card.

“Chargeback” refers to a transaction value that is debited to the Settlement Account due to a Cardholder disputing a Transaction or a Transaction not being valid for any other reason.

“Commencement Date” means the earlier to occur of:

- a. the date on which we process the first Transaction for you; or
- b. the date that is 7 days after shipping your Equipment.

“Communications Service” means a service that allows for the capture and switching of Transactions via the eftpos System by use of either a digital mobile telecommunication service, broadband internet or similar telecommunication services.

“CSC” means the third party service provider through which we connect to health funds for allied health claiming services.

“Customer Support” means our customer support team which can be contacted via the methods set out on our website.

“DCC Chargeback” means a Chargeback resulting from a DCC Transaction.

“DCC Rebate” means a rebate on the AUD value of a DCC Transaction as set out in your Application Form or as notified by us.

“DCC Recipient Created Tax Invoice” means an invoice generated by us and issued to you in respect of the taxable supplies made by you in relation to the DCC Rebate pursuant to the GST Law.

“DCC Refund” means a Refund resulting from a DCC Transaction.

“DCC Services” means our dynamic currency conversion services.

“DCC Transaction” means a Transaction utilising the DCC Services.

“Delivery Address” means the address specified in the Application Form as the address to which Equipment to be supplied by us is to be delivered which must be an address in Australia.

“Direct Debit Request” means the direct debit request set out in the Application Form and Additional Site Request Form or any other relevant form (if applicable) and signed by you, as amended from time to time.

“Direct Debit Request Service Agreement” means the direct debit request service agreement as set out in clause 20.0 of this Agreement.

“eftpos System” means the process where, on instructions transmitted through a Terminal, a Cardholder’s bank account is debited and your account credited or vice versa as the case may be:

- a. in relation to goods or services supplied or cash made available by you to the Cardholder; or
- b. with the amount of any refund in respect of goods and services supplied by you to the Cardholder.

“EPAL” means eftpos Payments Australia Limited ABN 37 136 180 366.

“Equipment” means the Terminal, any related equipment and any software you are required to download in order to process Transactions.

“Equipment Fee” means rental fee, service fee or swap out fee payable by you to us to hire the Equipment from us (as applicable) as set out in the Application Form or as notified by us and any delivery and freight charges as reasonably determined by us.

“Fee Account” means the bank account that will be debited for fees and other amounts payable by you in relation to the Tyro EFTPOS Facility as elected by you in the Application Form or as otherwise nominated by you from time to time.

“GST” means any tax on the supply of any goods, services, real or personal property or any similar tax imposed under the GST Law.

“GST Law” has the same meaning as the definition of “GST Law pursuant to section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

“Insolvency Event” means any insolvency event and includes circumstances where:

- a. you are insolvent or insolvent under administration (as defined in the *Corporations Act 2001 (Cth)*);
- b. an administrator, liquidator, provisional liquidator, controller or any other insolvency official is appointed to you or any of your property;
- c. you commit an act of bankruptcy or become a bankrupt (as defined in the *Bankruptcy Act 1966 (Cth)*);
- d. you are deregistered for any reason; or
- e. you are unable to pay your debts as and when they fall due or you threaten to cease payment to creditors.

“Integrated Software” means any integrated software provided by a Software Provider that is certified by us as being integrated with or any Tyro products.

“Loss” means losses, liabilities, costs (including legal costs and Scheme penalties), expenses and damages.

“Mark(s)” means trademarks, including registered and common law trademarks, trade names, service marks, logos, domain names and designations owned, licensed or used.

“Medicare Easyclaim” means the electronic process for electronic bulk billing and patient claiming.

“Merchant Operating Guide” means collectively the guides etc published here <https://www.tyro.com/guides/>.

“Merchant Web Interface” means the online portal that we provide to you.

“**MOTO**” means mail order or telephone order.

“**PayPal**” means PayPal Australia Pty Limited ABN 93 111 195 389.

“**Privacy Statement and Consent**” means the privacy statement and consent attached to the Application Form.

“**Receipt**” means a receipt including the following information about a Transaction:

- a. amount;
- b. date;
- c. type of Transaction;
- d. facility or facilities being debited or credited;
- e. information to enable us to identify you and the Transaction (but no information that identifies the Cardholder’s name or address);
- f. time;
- g. location of Terminal or other identifying information of the Terminal; and
- h. reference number.

“**Refund**” means the refunding of a previously processed Transaction back onto the previously processed Card.

“**Replacement Cost**” means the replacement cost of the Equipment as reasonably determined by us.

“**Scheme**” means the MasterCard, Visa, American Express, UnionPay, Diners Club, Discover, JCB and EPAL card schemes and any other similar schemes provided that we are a member of or facilitate transactions in relation to that scheme.

“**Settlement Account**” means the bank account that will be credited for transactions processed through the Tyro EFTPOS Facility and which are payable by us to you or debited for any Refunds or Chargebacks.

“**Set Up Guide**” means the set up guide relating to the Equipment provided by us.

“**Software**” means the software comprised in any Equipment supplied by us to you or any other software which we provide to you or permit you to access.

“**Software Provider**” means the provider of any accounting, practice management, point-of-sale or other software that is integrated with Tyro products.

“**Tap & Save**” means debit card contactless Transactions routed through the eftpos network rather than through the Visa or Mastercard networks.

“**Terminal(s)**” means the electronic terminal or terminals supplied by us through which instructions may be given for the transfer of funds using the eftpos System.

“**Transaction**” means any transaction by a Cardholder using a Card or information from a Card.

“**Tyro EFTPOS Facility**” means the facility under which we provide you with merchant acquiring and transaction processing services.

“**Tyro Mobile Services**” means the services we provide in relation to our mobile payments acceptance platform.

“**Tyro Services**” means the services to be provided to you by us under this Agreement.

“**Voice Authorisation Process**” means the process of obtaining voice authorisation for a Transaction via Customer Support.

“**we**”, “**us**”, “**our**” and “**Tyro**” means Tyro Payments Limited ACN 103 575 052 AFSL 471951 who is the issuer of the Tyro EFTPOS Facility.

“**you**” and “**your**” means the person or persons in whose name the account is held and includes your successors and assigns.

18.0 Interpretation

Unless qualified by or inconsistent with the context:

- a. a reference to a person includes an incorporated body or other association of persons or a governmental agency and vice versa;
- b. the singular includes the plural and vice versa;
- c. where a party comprises more than one person, this Agreement applies to all of them together and each of them separately;
- d. a reference to costs includes legal costs on a full indemnity basis;
- e. the approval or consent of a party means that party’s prior written approval or consent which is not to be unreasonably withheld or delayed. Similar expressions have corresponding meanings;
- f. wherever “include” or “for example” or any form of those words are used, they must be construed as if they were followed by “(without being limited to)”; and
- g. if the day on or which a person must do something under this Agreement is not a Business Day, the person must do it on or by the next Business Day.

19.0 Fees and charges

We may introduce new fees and charges or change fees and charges without your agreement by giving you notice. You may at any time request a copy of the current fees and charges payable. To the maximum extent permitted by law, there is no maximum limit to those fees and charges. If a law applies to such a change we will comply with such law. We may in our absolute discretion waive any fees and charges from time to time or impose a lower fee or charge.

You agree that if you rent Equipment from us, you will pay the Equipment Fee from the Commencement Date. You direct and authorise us to debit the Equipment Fee from the Fee Account. Separate amounts may be payable where you purchase items ancillary to your Equipment from us. We will advise you of the purchase price of any ancillary products when you purchase them.

You agree to pay us in full without set-off or counterclaim and without any deduction in respect of taxes unless prohibited by law:

- a. all fees and charges payable under this Agreement;
- b. on demand, an amount equal to any fees, costs or expenses we must pay to an entity conducting a Scheme under the relevant Scheme rules due to a Transaction not being a valid Transaction or being charged back to us or as a result of any matter in respect of a Transaction or any action by you; and
- c. the full costs of recovery of any amount owed to us.

The Application Form (or any notice of change of pricing which we may give) discloses fees for each category of Transaction. You may at any time request a copy of the current fee information. We may in our discretion determine which specific Transactions fall within each category and may amend the categories as we see fit from time to time.

We may in our discretion apply an alternative fee arrangement where you pay to us the actual cost of, or our best estimate of the actual cost of, each Transaction charged by the relevant Scheme in addition to a margin determined by us.

For some Schemes, where you are required to have a separate agreement with the Scheme operator and our only obligation in relation to a Transaction is to transmit the particulars of the Transaction to the Scheme operator under which the Card was issued, we will charge a switching fee as set out in your Application Form or otherwise notified to you. You will need to pay all Scheme fees and charges direct or pay us any Scheme fees which we must pay in relation to the Transaction.

We charge a surcharge for MOTO Transactions as set out in the Application Form or as otherwise notified to you.

Unless otherwise expressly stated, all amounts specified in this Agreement are GST exclusive amounts. If GST is imposed on any supply made by one party ("**GST Supplier**") to the other party under this Agreement, the recipient of the supply ("**Recipient**") must pay, in addition to any consideration payable under this Agreement for the supply, an additional amount for the supply calculated by multiplying the prevailing GST rate by the consideration for the relevant supply provided always that the GST Supplier issues a valid tax invoice to the Recipient after the occurrence of any event that causes the GST liability of the GST Supplier on any taxable supply to the Recipient to be attributed to a particular tax period.

We will meet all costs (other than fees payable by you under this Agreement) associated with the processing of Transactions.

Any government taxes or charges payable in respect of credits or debits to the Fee Account or the Cardholder's account must be paid or reimbursed by you or the Cardholder respectively.

20.0 Direct Debit Request Service Agreement

By signing the Direct Debit Request, you authorise us to debit funds from your:

- a. Fee Account in any of the circumstances set out in the Direct Debit Request Service Agreement contained in this clause 20.0 and clause 8.0;
- b. Fee Account from time to time for any amounts payable or owing by you under this Agreement; and
- c. Settlement Account in any of the circumstances set out in the Direct Debit Request Service Agreement contained in this clause 20.0 and clauses 8.0 and 11.0.

You understand and acknowledge that we may vary the amount or frequency of debits under the Direct Debit Request in accordance with any variation to this clause 20.0. We will provide you with notice of any changes in relation to the amount or frequency of debits under the Direct Debit Request Service Agreement as soon as practicable after the changes have been implemented.

If the due date for a debit to your Fee Account or Settlement Account falls on a day which is not a Business Day, we will debit your Fee Account or Settlement Account (as applicable) on the next Business Day. If you are uncertain as to when the debit to your Fee Account or Settlement Account will be processed, you should contact the financial institution with whom the Fee Account or Settlement Account is held.

It is your responsibility to ensure that:

- a. the account details of the Fee Account and Settlement Account are correct by checking them against a recent account statement issued by the financial institution

with whom the Fee Account or Settlement Account is held;

- b. if you have queries about completing the Direct Debit Request you contact the financial institution with whom the Fee Account or Settlement Account is held;
- c. the Fee Account and Settlement Account can accept direct debits (as direct debiting may not be available on all accounts offered by financial institutions);
- d. the Fee Account and Settlement Account has sufficient cleared funds available to enable the direct debits authorised by the Direct Debit Request to be made from time to time; and
- e. the authority given to us to draw on the Fee Account and Settlement Account is consistent with the account authority or signing instructions held by the financial institution in which the Fee Account or Settlement Account is held.

If there are insufficient clear funds in the Fee Account or Settlement Account to meet a debit payment:

- a. you may be charged a fee and/or interest by the financial institution which holds the Fee Account or Settlement Account; and
- b. you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in the Fee Account or Settlement Account by an agreed time so that we can process the debit payment.

We will not disclose any details of your Direct Debit Request unless:

- a. the disclosure is to a financial institution and is necessary to enable us to act in accordance with this Agreement; or
- b. we are required or permitted by law to make such disclosure.

You should check your account statement for the Fee Account and Settlement Account to verify that the amounts debited from the Fee Account or Settlement Account is correct.

If you believe that there has been an error in debiting the Fee Account or Settlement Account, you should contact us as soon as possible so we can resolve your query. Alternatively, you can contact the financial institution with whom the Fee Account or Settlement Account is held.

If we conclude that your Fee Account or Settlement Account has been:

- a. incorrectly debited, we will arrange for the financial institution with whom the Fee Account or Settlement Account is held to adjust the Fee Account or Settlement Account as required. We will notify you of the amount by which the Fee Account has been adjusted; or
- b. has not been incorrectly debited, we will respond to you by providing you with reasons and any evidence for this finding.

You must ensure that at all times we have a valid Direct Debit Request from you under which we may debit amounts from the Fee Account or Settlement Account that we are entitled to receive under this Agreement (**direct debit authority**). You may request us to cancel or suspend a direct debit authority. Alternatively, you can contact the financial institution with whom the Fee Account or Settlement Account is held. If you cancel or suspend our direct debit authority you must at the same time elect a new Fee Account or Settlement Account and execute a Direct Debit Request with respect to the new Fee Account or Settlement Account, which will be on the same terms as this clause 20.0 and clause 8.0.

You may change the Fee Account or Settlement Account to which your Direct Debit Request relates by giving us 5 Business Days' written notice. In this case, you will be deemed to have cancelled the relevant Direct Debit Request with respect to this account.

We can change the terms of this clause 20.0 in accordance with clause 21.0.

21.0 Changes to Agreement

You warrant that all information in your Application Form is true and correct. You also warrant that you have power and authority to carry on your business as it is being conducted and have legal authority to use any name under which your business is being conducted at the date of your Application Form and for the whole time you have a Tyro EFTPOS Facility.

Subject to any applicable law, we may change the terms of this Agreement at our absolute discretion by giving you notice.

We will provide notice at least 30 days before the change takes effect when we introduce or increase a Tyro fee or charge (other than a government charge or fee payable to a Scheme).

We will provide you with notice at least 14 days before changing any of the provisions in clause 20.0.

For any other changes we will notify you no later than the date of the change.

Where required to do so by law, we will tell you when the government introduces or varies a government charge unless the charge has been publicised by the government.

22.0 Change of details

You must immediately notify us if there is a change to:

- a. your email address;
- b. your name (including any business or trading name you use)
- c. your mobile phone number;
- d. the details contained in your Application Form (including any directors)
- e. your Settlement Account or Fee Account;
- f. the ownership or control of your business including any delegation by way of power of attorney;
- g. the nature of your business;
- h. your business/trading name, address or telephone number; or
- i. your ability to meet your liabilities as and when they fall due.

You are only authorised to process Transactions in furtherance of the business activities specified in your Application Form which must be performed from a location in Australia. You must obtain our prior consent before processing Transactions for any other business activities.

Other than for a change to your mobile phone number, we will notify you of any changes by SMS text notification to your nominated mobile phone number. We will notify you by SMS to your new and old mobile phone number if you change your mobile phone number. We reserve the right to suspend or discontinue providing you with such notifications at any time at our discretion and without providing you with notice.

The change will become effective 72 hours after we are notified of any change. However, in the case where the change relates to your Fee Account or Settlement Account,

the change will become effective on the latter of 72 hours and the date on which you execute a new Direct Debit Request. You must immediately notify us if you have not authorised such change.

Unless otherwise notified in accordance with this clause, we will be entitled to assume that all of the details you have provided us with are current and correct. We will not be liable for any loss, damages, compensation or liabilities you incur as a result of failing to immediately notify us of any of the changes set out in this clause.

You must provide us with evidence which we request to support any change you request.

23.0 Notices

You agree that we can provide you with notice, statements and any other material that we may give you under this Agreement:

- a. via text message to the mobile phone number nominated in your Application Form;
- b. at the registered address or trading address specified in your Application Form or any other postal address you have provided us; or
- c. by email at the email address specified in your Application Form or any other email address you have provided us.;
- d. for changes to this Agreement that do not increase your liability or costs and for notices, statements and other material, via our website (www.tyro.com).

Whenever this Agreement requires you to give us notice, you must give us that notice by contacting us following the contact details on our website.

24.0 Errors and complaints

We have internal processes in place to deal with any complaints that you may have in relation to the Tyro EFTPOS Facility or this Agreement.

Step 1

- a. Please contact us if you have any complaints with respect to the Tyro EFTPOS Facility or this Agreement and we will seek to resolve your concerns as soon as possible. You can contact us by using the details on our website.
- b. Please note that you should not use this procedure to report any unauthorised transactions, which you must immediately report to us.

Step 2

- a. If you are not happy with the outcome, you may request an independent review by writing a letter or email to us. The independent review will be conducted by our Complaints Officer. Please include all facts and details that are relevant to your complaint and your contact details so our Complaints Officer can contact you.

Step 3

- a. If you are still not satisfied with the steps taken by us to resolve your complaint, or if we do not respond to you in a timely manner, you can contact our external dispute resolution service provider, the Financial Ombudsman Service Limited ("FOS"). The details of FOS are:

Telephone: 1800 367 287
Website: www.fos.org.au
Fax: 03 9613 6399
Write to: Financial Ombudsman Service Limited
GPO Box 3, Melbourne Vic 3001

Please note that before FOS can investigate your complaint, they will generally require you to have first provided us with an opportunity to address your concerns.

25.0 Integrated software

This clause applies where you use Integrated Software.

Where you use Integrated Software in conjunction with the Tyro EFTPOS Facility, you authorise us to accept from the Software Provider and provide to the Software Provider information about your Integrated Software, your operating system, Transaction instructions and related information.

You understand that the Software Provider's access to and use of data provided by us to the Software Provider will not be subject to our terms, but rather will be treated in accordance with the Software Provider's terms of use.

You acknowledge and agree that, to the maximum extent permitted by law, that neither we nor the Software Provider will be liable in contract, tort (including negligence) or otherwise for any damage, loss or cost (including legal costs) to you or any other person caused or arising out of any act or omission by either us or the Software Provider in relation to the authority you have provided in this clause. You agree to indemnify and hold both us and the Software Provider harmless against any loss, damage, cost, expense, claim, proceeding or liability of whatever kind, other than arising from negligence or fraud by us or the Software Provider or any of our or their employees, which we or the Software Provider may suffer or incur to any person as a result of the us or the Software Provider acting on your authority given in this clause. You acknowledge and agree that we will not be liable for any loss, damages, compensation or liabilities you incur as a result of or in connection with your use of Integrated Software including but not limited to: a. any delay, non-performance, failure to perform or processing errors which are caused by us in receiving or providing data or instructions from or to the Integrated Software; b. any interruption or breakdown of electronic services; or c. any transaction conducted in reliance of information provided to us or by us which is or turns out to be false, inaccurate or misleading.

26.0 Liability and indemnity

To the maximum extent permitted by law or by any code which applies to this Agreement, you agree to indemnify us and keep us indemnified against, and must pay us on demand the amount of all losses, liabilities, costs (including legal costs and Scheme penalties) expenses and damages incurred or arising in connection with your breach of this Agreement or any breach of your obligations by any of your officers, employees, advisers or contractors, or arising from your negligence, fraud, any dispute between you and any customer in respect of goods or services or the use of the eftpos System, except to the extent that the dispute has arisen due to our breach of this Agreement.

You authorise us to contact, liaise with and disclose your information to any financial institution holding your Settlement Account or Fee Account in order to recover amounts due to us (including any Chargeback) or as part of any investigation we are conducting. You authorise us to clawback funds from your Settlement Account or Fee Account (or hold settlement monies in suspense before they are transferred to your Settlement Account) and hold such funds in suspense for the duration of any investigation by us into any potential Chargeback or fraudulent, unauthorised or illegal activity that we may suspect either involving you or your Tyro EFTPOS Facility. We may apply such funds in any manner we reasonably determine following the completion of any such investigation. You indemnify us for any Loss we

suffer in relation to the application of those funds where we have applied them acting reasonably based on the information we have available to us.

The indemnities in this clause is a continuing obligation and continues after this Agreement ends. It is not necessary for us to incur expense or make payment before enforcing the indemnity.

To the maximum extent permitted by law, our liability to you in respect of or in connection with our obligations under this Agreement will, at our discretion, be limited to the supplying of the relevant Tyro Services again or the payment of the cost of having such Tyro Services supplied again.

To the maximum extent permitted by law or by any code which applies to this Agreement, we agree to indemnify you and keep you indemnified against and must pay you on demand the amount of all losses, liabilities, costs (including legal costs and Scheme penalties) expenses and damages incurred or arising in connection with our breach of this Agreement or breach of the law.

27.0 Suspension

We may suspend the Tyro Services to you without notice if:

- a. we consider we could suffer a loss or be subject to fraud if we continue to supply them to you;
- b. we receive a notice that you are subject to an Insolvency Event, in accordance with clause 30.0; or
- c. we receive notice or become aware that your ABN is no longer current or valid, in accordance with clause 31.0.

We will inform you as soon as practicable after suspension. Whilst in suspension, you must not submit Transactions for processing and we will not process any Transactions that you submit.

28.0 Termination

If we reasonably suspect that you are committing fraud under the terms of this Agreement or are in breach of this Agreement or are subject to an Insolvency Event, we may immediately terminate this Agreement.

In all other instances, we may immediately terminate this Agreement at any time without cause by giving 30 days' notice to you.

You may terminate this Agreement by giving 30 days' notice to us.

Termination of this Agreement does not affect any obligations incurred prior to termination. Clauses 6.0, 8.0, 15.0, 19.0, 20.0 and 26.0, and this clause 28.0 survive termination.

If this Agreement terminates for any reason, you authorise us to disclose to any Scheme the fact that the Agreement terminated and the reasons for termination. You acknowledge that the information concerning termination of this Agreement will be available to any member of the Scheme(s) and may be used to assess subsequent applications for merchant facilities.

On termination of this Agreement, you must return to us all Equipment supplied to you by us including without limitation all guides, stationary and promotional material supplied by us.

You authorise Tyro to debit the Replacement Cost of the Equipment from the Fee Account immediately on termination. We will refund to you the Replacement Cost on receipt by us of the Equipment in good order and condition if the Equipment is returned within 30 days of termination.

If we are not successful in debiting the Fee Account for the Replacement Cost, the Replacement Cost will remain a debt

due by you to us until such time as we receive the Equipment in good order and condition (within 30 days of termination) or full payment of the Replacement Cost.

29.0 Miscellaneous

We may from time to time set-off any amount due for payment by you to us against any amount due for payment by us to you.

Every provision of this Agreement will be deemed severable as far as possible from the other provisions. If any provision is found to be void, illegal or unenforceable for any reason, it will be deemed to be severed and omitted from this Agreement. This Agreement with the offending provision severed and omitted and with any consequential amendment if necessary will otherwise remain in full force.

This Agreement is to be construed according to the laws of New South Wales and the parties submit themselves to the non-exclusive jurisdiction of the Courts of New South Wales and any competent appellate courts.

This Agreement is binding on the parties, their executors, administrators, successors and assigns. You cannot assign this Agreement without our prior written consent. We may assign our rights or novate our rights and obligations under this Agreement at any time without your consent. However, in assigning our rights we will use reasonable endeavours to ensure that the assignee is able to fulfil our obligations under this Agreement.

30.0 Insolvency

If we receive notice that you are subject to an Insolvency Event, we will immediately suspend the Tyro Services provided to you without notice in accordance with clause 27.0. We will only remove a suspension on the Tyro Services provided to you with authorisation from or on behalf of the receiver, administrator, controller, liquidator or any other person that is appointed or otherwise lawfully controls you or your assets.

31.0 Australian business number

At all times you must maintain a valid and current Australian business number (ABN). If we receive notice or become aware that your ABN is no longer current or valid, we will immediately suspend the Tyro Services provided to you without notice in accordance with clause 27.0. We will only remove a suspension on the Tyro Services provided to you where we are provided with evidence that you have a valid and current ABN.