

Tyro Payments Limited ABN 49 103 575 042 AFSL 471951

# Tyro Terms and Conditions

## Part B – Tyro EFTPOS Facility and Tyro eCommerce

Effective: 24 October 2022

### 1.0 Agreement

These Tyro EFTPOS Facility and Tyro eCommerce terms govern your use of a Tyro EFTPOS Facility or eCommerce Facility.

If you submit an Application for a Tyro EFTPOS Facility or eCommerce Facility and/or continue to use your Tyro EFTPOS Facility or eCommerce Facility, these terms along with the Part A – General Terms and Conditions, your Application for a Tyro EFTPOS Facility or eCommerce Facility and the Privacy Statement and Consent form part of your Agreement with us.

In addition to these terms, you must also comply with:

- a. the Merchant Operating Guide, the Website Requirements and the PCI DSS Requirements;
- b. any requirements that a Scheme imposes on us that relate to your Tyro EFTPOS Facility or eCommerce Facility that we notify you about;
- c. any rules, policies and procedures relating to your Tyro EFTPOS Facility or eCommerce Facility that we may publish or provide to you from time to time;
- d. any reasonable directions given by us; and
- e. all applicable laws, rules, regulations, directives, and governmental requirements relating to your business and the use of your Tyro EFTPOS Facility or eCommerce Facility.

### 2.0 Definitions

In this Part B, all capitalised words have the same meaning as in Part A unless specifically defined in this Part B. In this Part B:

**“Additional Site Request Form”** means any additional site request form lodged by you with us in relation to your Tyro EFTPOS Facility and/or eCommerce Facility (as applicable).

**“Administrator”** means your Authorised Signatories and any other person that your Authorised Signatories appoint to access, view and/or operate your Tyro EFTPOS Facility and eCommerce Facility on a Tyro Platform in accordance with the user roles and privileges published on the Tyro Portal from time to time.

**“AUD”** means the lawful currency of Australia.

**“Authorisation”** means the response to you requesting our approval for a Card to be used for a Transaction, whether through a Terminal, Tyro eCommerce or otherwise.

**“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 or Tyro eCommerce is enabled to accept;
- e. a barcode or QR code (displayed on a device, a Terminal or point-of-sale system) issued by a Scheme (including together with a digital wallet) which a Terminal or point-of-sale system is enabled to accept; or
- f. 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 being an Invalid Transaction for any 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.

**“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 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 as the address to which Equipment to be supplied by us is to be delivered which must be an address in Australia.

**"Developer TOU"** means the eCommerce Developer Terms of Use available at <https://www.tyro.com/developer-terms-of-use>.

**"DXC Technology"** means iSOFT Australia Pty Ltd (trading as DXC Technology) being the third party service provider through which we connect to health funds for allied health claiming services.

**"eCommerce Facility"** means the Tyro eCommerce facility (including access to the Tyro eCommerce platform) that is made available by us and governed pursuant to this Agreement.

**"eftpos System"** means the process where, on instructions transmitted through a Terminal or Tyro eCommerce, 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, purchase price or swap out fee payable by you to us:

- a. to rent or purchase the Equipment from us (as applicable); or
- b. in the case of a service fee – to use Equipment owned by you to process Transactions,

as set out in the Application or as notified by us and any delivery and freight charges as reasonably determined by us.

**"Hosted Payments Page"** means a payment interface relating to Tyro eCommerce that enables the redirection of your customers from your website to the Tyro eCommerce hosted payment gateway.

**"Invalid Transaction"** means a Transaction:

- a. that is illegal under Australian or international laws or prohibited by Scheme rules;
- b. that relates to Prohibited Product(s);
- c. that is not authorised by the Cardholder (including a fraudulent Transaction or where a Receipt is not signed when a signature was required);
- d. that involves a Card that is not current at the time of the Transaction;
- e. that did not originate from an act between you and the Cardholder;
- f. in relation to which you do not retain Receipts and records for at least eighteen (18) months from the date of the Transaction or do not produce the Receipt and records to us within five (5) Business Days of a request by us for production of that Receipt and/or record;
- g. that is not for the supply of goods or services to a genuine customer as part of the business activities disclosed in your Application;
- h. that represents a transfer of funds, not the supply of goods or services (e.g. a remittance);
- i. that is a Refund:

- where 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;
  - which represents the payment of wages/salary; or
  - which represents the winnings or proceeds from any game of chance or lottery;
- j. where you failed to comply with any messages displayed on the Terminal or Tyro eCommerce in relation to the Transaction;
  - k. which is a single sale split into multiple Transactions on the same Card or which has been processed at lower Transaction values in order to obtain an Authorisation;
  - 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; or
  - m. you are unable to demonstrate the validity of the Transaction to our reasonable satisfaction.

**"Medicare Easyclaim"** means the electronic process for electronic bulk billing and patient claiming.

**"Merchant Operating Guide"** means collectively the guides, manuals and documents published here: <https://www.tyro.com/guides/>.

**"Monthly Access Fee"** means the fee payable by you to us to access Tyro eCommerce as set out in the relevant Application or as otherwise notified by us to you.

**"MOTO"** means any card-not-present Transaction, including Transactions processed via mail order, telephone order or through your Tyro eCommerce virtual terminal.

**"PCI DSS Requirements"** means:

- a. the Payment Card Industry Data Security Standards (**PCI DSS**) which are developed and published by PCI SSC; and
- b. the PCI DSS requirements published by us, available at <https://www.tyro.com/pcidss-requirements/>,

in each case, as applicable to you.

**"PCI SSC"** means the Payment Card Industry Security Standards Council.

**"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;
- h. reference number; and
- i. such other information about the Cardholder or the Transaction required by the relevant Scheme as notified by us to you from time to time.

“**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.

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

“**Settlement Account**” means the bank account(s) that will be credited for Transactions processed through the Tyro EFTPOS Facility or eCommerce Facility and which are payable by us to you or debited for any Refunds or Chargebacks as elected by you in the Application or as otherwise nominated by you from time to time.

“**Shopping Cart Plugin**” means third party software plugins approved by us that enable your website to integrate with Tyro eCommerce.

“**Tap & Save**” means contactless debit card Transactions routed through the Scheme network that is the least cost to you.

“**Terminal(s)**” means the physical 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 eCommerce**” means the multi-channel payment platform provided by us which allows you to:

- a. generate API keys for use in the integration options of a Hosted Payments Page, a Shopping Cart Plugin or a direct API connection;
- b. store customer details, including Card details, in order to provide card-on-file functionality;
- c. acceptance of a Transaction from a device wherever there is internet access;
- d. produce plans that facilitate the processing of Transactions from customers on a recurring basis; and
- e. generate and deliver invoices and receipts to customers via email.

“**Tyro eCommerce Portal**” means the Tyro eCommerce account management dashboard, that we make available to you in connection with your eCommerce Facility.

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

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

“**Website Requirements**” means the requirements and recommendations for the development and operation of your website that integrates with Tyro eCommerce, available at <https://www.tyro.com/tyro-website-requirements/>.

### 3.0 Fees and charges

#### Equipment

You agree that 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 Equipment or items ancillary to your Equipment from us. We will advise you of the purchase price of any Equipment or ancillary products when you purchase them.

#### eCommerce - Monthly Access Fee

You agree that if we make Tyro eCommerce available to you, you will pay the Monthly Access Fee from the date on which we process the first Tyro eCommerce Transaction for you (if applicable). You direct and authorise us to debit the Monthly Access Fee from the Fee Account.

#### Health Fund claiming

A health fund claiming service fee (as set out in the Application) applies per Terminal per month if enabled for health fund claiming.

#### Transaction Pricing: Tyro EFTPOS Facility and Tyro eCommerce

##### Simple Pricing

Simple pricing is where you pay to us a **Merchant Service Fee** (“**MSF**”) as set out in the Application (or any notice of change of pricing we may give). The MSF that you pay to us includes both our margin and the costs associated with the Transaction and any other item set-out in the Application.

##### Cost Plus Pricing

Cost plus pricing is where you pay us a margin (referred to as the “**Merchant Acquiring Fee**” or “**MAF**”) in addition to the cost of each Transaction processed. The Application (or any notice of change of pricing which we may give) discloses the margin charged for each category of Transaction. You may at any time request a copy of the current fee information.

We may change the Transactions that fall within each category or change the categories (including by introducing new Transactions or categories) - see clause 10.0 of Part A.

In addition to the MAF (our margin), for each Transaction you must pay to us the following third party fees:

- **Interchange fees** (at cost for each Transaction, that we must pay as part of the respective Scheme). Rates are subject to change by the respective Scheme and (except for UnionPay, which does not publish its interchange fees) are available at:
  - Mastercard:  
<http://www.mastercard.com/au/merchant/en/rba/index.html>
  - Visa:  
<https://www.visa.com.au/about-visa/interchange.html> ; and
  - EPAL:  
<https://www.eftposaustralia.com.au/about/interchange/>
- **Card Scheme fees** (an amount for each Transaction processed which reflects the average of the total Scheme fees/costs charged by the Schemes to us).

*Other fees (for simple pricing and cost plus pricing)*

**MOTO fee** – applies for MOTO Transactions as set out in the Application or as otherwise notified to you.

**Switching fee** – for some Schemes (including American Express, JCB and Diners Club), 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 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.

*Alipay Service Fee* – for Transactions utilising the Alipay Scheme, we will charge you a service fee as set out in your Application, application or agreement to use the Alipay services or as otherwise notified to you.

*Tyro eCommerce* – for each Tyro eCommerce Transaction, you must pay us in respect of that Transaction a Merchant Service Fee or an eCommerce Service Fee (as defined below) as set out in your Application relating to Tyro eCommerce or as otherwise notified to you by us.

If an **eCommerce Service Fee** is payable, you must pay us in respect of each Tyro eCommerce Transaction:

- a. the fees, charges and levies you would pay to us if the Transaction were processed through your Tyro EFTPOS Facility; plus
- b. the additional eCommerce Service Fee as set out in your Application or as otherwise notified to you by us.

Your total fee per Transaction is described as your **“Merchant Service Fee”** or **“MSF”**.

The total fee per Transaction is made available in a daily terminal report accessible via your Tyro Portal.

You acknowledge that you are responsible for any penalties or fines imposed on us or directly imposed on you by any Scheme or financial institution as a result of your activities.

We may, in the future, offer you additional services via Tyro eCommerce (**“Additional Services”**) by either notifying you or by posting descriptions of the Additional Services and any fees related to the Additional Services on our website.

#### **Scheme costs**

You agree to pay us in full without set-off or counterclaim and without any deduction in respect of taxes unless prohibited by law, on demand, an amount equal to any fees, costs or expenses that we must pay to an entity conducting a Scheme or another participant in the Scheme under the relevant Scheme rules due to a Transaction being an Invalid Transaction or being charged back to us, or otherwise in respect of a Transaction or as a result of an action by you.

We can debit these amounts from your Tyro Bank Account, your Linked Account or any other account you have provided a direct debit authorisation for.

#### **4.0 Registration for Tyro eCommerce**

In order to use Tyro eCommerce you must apply to create an eCommerce Facility with us.

We may, in our sole discretion, accept or reject your request to create an eCommerce Facility. If we accept your request to create an eCommerce Facility, we will issue you one or more unique security certificates, tokens, passwords, and other credentials, for authentication, account management, and other purposes. The credentials are our property and you may only use them for the purpose of using Tyro eCommerce as permitted in this Agreement.

#### **5.0 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 the Equipment or as a result of you doing something to the Equipment not contemplated by this Agreement, including the cost of repairing or replacing any rented Equipment at the Replacement Cost. If rented Equipment is altered or 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. 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. in respect of each particular Card for which you accept Transactions, you must ensure that your:
  - systems meet software requirements and services processes required by the relevant Scheme with respect to order handling and goods delivery or service provision as advised by us or the Scheme from time to time;
  - cashier hardware and software (including where relevant Alipay “spot payment” scanner, physical circuits or networks) are in good operational condition and properly link to the relevant Scheme’s platform where relevant;
- l. 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;
- m. 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;
- n. security features on the Terminal or in respect of Tyro eCommerce 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

- o. if you rent Equipment from us, 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, we will, acting reasonably, determine an amount representing the reasonable value of the existing Equipment and that amount will be notified to you and 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 amount we have debited 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 any rented 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 any rented Equipment.

We are not, to the maximum extent permitted by law, liable for any Loss (except for a Loss due to our fraud, negligence or wilful misconduct) 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;
- b. your use of the Equipment or Software otherwise than in accordance with this Agreement;
- c. the Equipment not integrating with your computer systems; or
- d. the Equipment not working or you being unable to process Transactions because of an act or omission of a third party (including an entity responsible for the supply of telecommunications or electricity or a Scheme or a member of or participant in a Scheme (such as the issuer of scheme cards)).

You must ensure that the Equipment is:

- a. installed following our guides and procedures for installation of the 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 the 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 the Equipment at all times;
- e. ensure that the 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 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 as described above or your use of the Equipment except for a Loss that is due to our fraud, negligence or wilful misconduct.

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 except for a Loss that is due to our fraud, negligence or wilful misconduct.

#### *Upon termination*

On termination of your Tyro EFTPOS Facility, you must return to us all Equipment rented to you by us including without limitation all guides, stationery and promotional materials supplied by us.

If you do not return the rented Equipment on termination of your Tyro EFTPOS Facility, the Replacement Cost (or such lesser amount reasonably determined by us to be the reasonable value of the existing rented Equipment, which amount will be notified by us to you) will be a debt due by you to us. You authorise us to debit the Fee Account with the amount of the Replacement Cost (or lesser amount as provided above) of any rented Equipment that is not returned to us within 10 Business Days of termination of the Agreement. We will refund to you the Replacement Cost (or lesser amount as provided above) on receipt by us from you of the rented Equipment in good order and condition if the rented Equipment is returned to us within 30 days of termination of the Agreement.

You agree to indemnify us and keep us indemnified against, and must pay to us on demand the amount of all Loss which we suffer or incur in connection with any misuse of Equipment that you were required to return to us or securely dispose of but which you have not returned to us or have not securely disposed of except for a Loss due to our fraud, negligence or wilful misconduct.

## **6.0 Transactions**

You are only authorised to process Transactions and use your Tyro EFTPOS Facility and/or eCommerce Facility in furtherance of the business activities specified in your Application which must be performed from a location in Australia. You must obtain our prior consent before processing Transactions, or using your Tyro EFTPOS

Facility or eCommerce Facility, for any other business or non-business activities.

You must:

- a. if processing a Transaction using the Tyro EFTPOS Facility or eCommerce Facility, use a Terminal or Tyro eCommerce (as applicable) to process every Transaction, unless the Terminal, Tyro eCommerce, 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 on the same Card or process lower Transaction values in order to obtain an Authorisation;
- 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 Scheme rules and notify your customers of Scheme refund deadlines either in your after-sale service policy or on your invoices or receipts;
- j. give refunds by means of a Refund and not cash;
- k. not process Transactions in respect of any Prohibited Products;
- l. only use the Tyro Services for your own account, your own business purpose and must not make use of the Tyro Services for performing any commercial or non-commercial services for or on behalf of any third party;
- m. not process any Transaction using your own Card or any Card of your associates;
- n. not hold a Cardholder's PIN or passcode as part of a book-up arrangement;
- o. not compel, require or influence a Cardholder to pay for goods or services via a cash out Transaction;
- p. in the case of your eCommerce Facility, include on your website the items identified in the Website Requirements; and
- q. not use your Tyro EFTPOS Facility to receive payment of a bond or security for potential damage to, destruction of or non-return of goods or property made available for hire.

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 and Tyro eCommerce 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.

You represent and warrant to us that you will not engage in any activity designed to influence the mix of the Transactions you submit for processing via your Tyro EFTPOS Facility or eCommerce Facility to be comprised 100% of one Scheme brand.

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 or system features. If Tap & Save is available on your Terminal, you can opt-in to Tap & Save by contacting us. Certain transactions are excluded from Tap & Save, for details refer to the FAQs at <https://help.tyro.com/s/article/Tap-Save-least-cost-routing-FAQs>. 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.

You acknowledge that the authorisation or processing of any Transaction by us does not constitute:

- a. a representation or warranty from us that the Transaction is a valid transaction; or
- b. an assurance by us that the Transaction is free from risk of dispute or Chargeback.

You specifically acknowledge that we do not have any control over the products or services that are paid for through your Tyro EFTPOS Facility and/or eCommerce Facility, and we cannot ensure that all Transactions will be completed or that we will authorise all Transactions that your customers initiate.

As we do not supply your point of sale or practice management software, we are not liable for any error, delay, malfunction or failure caused or contributed to or initiated by your point-of-sale or practice management software.

You must promptly notify us of any malfunction or error of the Terminals, Tyro eCommerce, 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 or 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 Tyro Portal.

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

If MOTO Transactions are available and enabled on your Terminal, 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 and preauthorisation is available on your Terminal, 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.

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 and Transactions processed via the eCommerce Facility 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 and each Transaction processed via the eCommerce Facility is at your risk.

## 7.0 Accepting Card Transactions via Tyro eCommerce

This clause applies to Transactions processed via Tyro eCommerce only.

Information regarding Transactions completed in respect of which Tyro eCommerce provides technical support ("**Transaction History**") will be available to you on your Tyro eCommerce Portal when you login using your eCommerce Facility.

After each settlement to your Settlement Account, we will update information in your eCommerce Facility to reflect settlement and you can view this information in your Transaction History on your Tyro Portal. We provide a minimum of one year of Transaction History on your Tyro Portal. Except as required by law, you are solely responsible for compiling and retaining permanent records of all Transactions and other data associated with your eCommerce Facility, your Transaction History, and your use of Tyro eCommerce.

Except as required by law, you are solely responsible for reconciling your Transaction History with your actual processed Transactions. You agree to notify us of any discrepancies arising from such reconciliation and verification within sixty (60) days. In the event you are owed money as a result of the discrepancy, please contact us to seek resolution.

## 8.0 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 applicable user guides and other security requirements specified at <https://www.tyro.com> (including for the eCommerce Facility <https://www.tyro.com/solutions/payments/online/features/security-and-fraud-protection/> and for the Tyro EFTPOS Facility <https://www.tyro.com/solutions/payments/eftpos/features/security-and-fraud-protection/>) as published and amended by us from time to time;
- c. comply with the PCI DSS Requirements and 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. To the extent reasonably possible, we will use reasonable endeavours to cause minimal disruption where possible;
- 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;

- g. co-operate with, implement required measures and provide information requested by either a Scheme or us in order to reduce risks generally including the risk of Invalid Transactions;
- h. use reasonable care to prevent the use of a Card as an instrument in money laundering activities;
- i. use reasonable care to protect the security of your Tyro passwords; and
- j. not and must ensure that your Authorised Signatories, Administrators and Account Users do not:
  - voluntarily disclose their Tyro password to anyone; and
  - keep a written record of their Tyro password on one or more articles likely to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the password.

You acknowledge that from time to time, we may implement processes, procedures and software to identify fraudulent transactions in connection with your use of your Tyro EFTPOS Facility and/or eCommerce Facility. You acknowledge and agree that these measures are designed to minimise the incidence of fraud or otherwise illegal transactions, but do not guarantee that such transactions are eliminated.

## 9.0 Records and Statements

You must:

- a. keep all Receipts, 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. Where reasonably possible we will do this with prior notice and/or during business hours.

We will make available to you on one or more Tyro Platforms 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 and from the Settlement Account and from the Fee Account.

## 10.0 Settlement Times

For Transactions processed using the Tyro EFTPOS Facility, an automated settlement time can be nominated via the Terminal by any person or by any person who contacts us with your Terminal details and requests us to do so. You authorise us to act on these instructions and establish the nominated automated settlement time. If you have not nominated an automated settlement time, your existing automated settlement time (allocated by us) will apply.

For Transactions processed using Tyro eCommerce, we will initiate transfer of the proceeds of all valid Transactions processed via Tyro eCommerce (net of fees, Chargebacks and other funds owed to us) at the same settlement time as for your Tyro EFTPOS Facility.

## 11.0 Settlement

If your Settlement Account:

- a. is a Tyro Bank Account – we will use reasonable endeavours to credit your Tyro Bank Account with the proceeds of all valid Transactions promptly after your nominated automated settlement time or, where you have not nominated a settlement time, your existing automated settlement time (allocated by us). However, we are not liable for any delay in crediting your Tyro Bank Account; or
- b. is not a Tyro Bank Account – we will generally issue payment instructions to credit the proceeds of all valid Transactions to your Settlement Account no later than two (2) Business Days following the date the Transaction is processed by a Terminal or Tyro eCommerce (as applicable) as long as settlement of all your Terminals and Tyro eCommerce (if applicable) occurs either by a manual settlement initiated by you or an automated settlement initiated by our systems prior to 5am (AEST). Notwithstanding when we issue payment instructions to credit your Settlement Account, your bank will determine when it makes the instructed payment available as disposable funds in your Settlement Account.

If you open a Tyro Bank Account, your Tyro Bank Account will automatically become your Settlement Account. You can instruct us to make another account your Settlement Account by contacting us.

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:

- a. fails to make a payment to us; or
- b. makes a payment to us that is less than the full value of the relevant Transaction,

for any reason and we have already credited the Settlement Account in respect of the relevant Transaction, you must immediately repay to us the amount of the shortfall. Without limiting any other recourse we may have, you authorise us to debit the shortfall amount (as reasonably determined by us) from the Fee Account.

You acknowledge and agree that our obligation to credit valid Transactions to your Settlement Account may from time to time be subject to other legal obligations binding on us to credit part or all of a valid Transaction to a third party, including the Australian Taxation Office and any other third party pursuant to an applicable law or legally binding order.

Where there is a change in ownership of your business, we will continue to settle all Transactions to the existing Settlement Account until we have approved the new owner's Application for a Tyro EFTPOS Facility or eCommerce Facility, assigned all Equipment that is transferring to the new owner and have received all other information we request from the new owner.

## 12.0 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,

or as you otherwise instruct us.

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 in relation to or connection with this Agreement;
- 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,

or as you otherwise instruct us.

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.

### 13.0 Chargebacks

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

- a. we consider that the Transaction is an Invalid Transaction or the relevant Scheme determines that a Transaction is prohibited, unauthorised or fraudulent or otherwise determines not to pay us the value of the relevant Transaction for any reason;
- 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.

You agree to provide us and the relevant Scheme with all relevant documentation and records relating to a Transaction that is the subject of a Chargeback, to enable us to fulfil our obligations to the relevant Scheme with respect to that Chargeback.

You acknowledge and agree that the relevant Scheme makes the final determination as to whether a Transaction will be subject to a Chargeback.

You agree to comply with our guidelines and procedures relating to chargebacks, available at <https://www.tyro.com/chargebacks-disputes-guide/>

### 14.0 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, logos, decals and other signs advertising Schemes and Cards;
- b. not use any Scheme or Card logo or decal for any purpose other than the purpose of indicating acceptance of the relevant Scheme or Card or, in the case of advertising or promotional material provided by us, except as expressly 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.

In the course of your use of Tyro eCommerce, there may be certain images made available for use by you ("**Gallery Images**"). As part of the use of the Gallery Images, you must comply, and will ensure that any third party you allow access to your credentials on Tyro eCommerce complies, with the following terms. The Gallery Images shall not be used:

- a. except solely as incorporated into the digital products created and distributed using Tyro eCommerce;
- b. together with pornographic, defamatory, or unlawful content or in such a manner that it infringes upon any third party's trademark or intellectual property rights;
- c. portraying any person depicted therein (a "**Model**") in a way that a reasonable person would find offensive, including but not limited to depicting a Model: a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like; b) in connection with the advertisement or promotion of tobacco products; c) as endorsing a political party, candidate, elected official, or opinion; d) as suffering from, or medicating for, a physical or mental ailment; or e) engaging in immoral or criminal activities; or

- d. as or as part of a trademark, service mark, or logo.

### 15.0 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 purposes of clause 15.0(e), we will issue you any DCC Recipient Created Tax Invoice within 28 days of determining the relevant DCC Rebate. You will not issue tax invoices in respect of the supplies included on the DCC Recipient Created Tax Invoice.

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 15.0 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 15.0, 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.

### 16.0 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 (acting reasonably).

### 17.0 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 DXC Technology;
- b. you agree to comply with all terms, conditions and requirements of and to pay all applicable fees to DXC Technology;
- c. the Terminal will display the amount payable to you by DXC Technology or the relevant health fund (as applicable);
- d. we facilitate the electronic claim being provided to DXC Technology or the relevant health fund to be assessed and settled by DXC Technology or the relevant health fund (as applicable). We do not settle and are not responsible for any payments by DXC Technology 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; and
- f. you must not process in-patient claims via the Terminal.

### 18.0 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, 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.

Schemes and other third parties to whom we disclose your information may also share your information with other third parties.

#### **19.0 Online store integration**

If you wish to integrate Tyro eCommerce into your online store (the "**Integration**"), you must ensure that your developer complies with the Developer TOU.

#### **20.0 Grant of licence**

So long as you comply with this Agreement, we grant you a royalty free, limited, non-exclusive, revocable, non-transferable license, without right of sublicense, to use Tyro eCommerce solely for the purpose of accepting Card payments online. You may not use Tyro eCommerce for any other purpose and may not, or allow any other party to:

- a. reverse engineer, disassemble, reconstruct, or decompile any object code relating to Tyro eCommerce (except to the extent you are expressly permitted by law to do so) and except to the extent that applicable laws prevent us restraining you from doing so;
- b. gain access to or use of our services or systems, other than Tyro eCommerce as permitted by this Agreement, or damage, disrupt, or impede the operation of our services or systems;
- c. use Tyro eCommerce to engage in fraudulent, illegal, abusive or immoral conduct of any kind;
- d. restrict, inhibit, or engage in any activity that prevents any other merchant from using Tyro eCommerce;
- e. request, collect, solicit, or otherwise obtain access to credentials or open an eCommerce Facility by automated means or under false or fraudulent pretenses;
- f. sell, transfer, sublicense, or otherwise disclose your credentials;
- g. circumvent or modify any credentials or other security mechanism used by us;

- h. use your credentials or Tyro eCommerce for purposes other than accepting and processing Card payments online;
- i. use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," to access Tyro eCommerce in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser;
- j. rent, lease, loan, trade, sell/re-sell, or otherwise charge any party for access to Tyro eCommerce; or
- k. transmit any viruses, worms, defects, Trojan horses, or any programming of a destructive nature.

#### **21.0 Third Party Sites**

Tyro eCommerce may contain links to Third Party Sites. Links to Third Party Sites are included solely for the convenience of users and do not constitute any approval, endorsement, or warranty by us. We are not responsible for the content, security, operation, or use of any Third Party Sites or the products or services that may be offered or obtained through them or for the accuracy, completeness, or reliability of any information obtained from a Third Party Site. When you click on a link to a Third Party Site, you will leave Tyro eCommerce. Any information you submit after you leave Tyro eCommerce will not be collected or controlled by us. It will be subject to the privacy notice or terms of use applicable to the Third Party Site. It is your responsibility to review those policies before submitting your information to the Third Party Site and you provide your information to Third Party Sites at your own risk. You expressly relieve us from any and all loss, damages or other liabilities you incur as a result of your access to, or use of, any Third Party Sites.

#### **22.0 EFTPOS and eCommerce Administrators**

Your Authorised Signatories will by default have the highest level of user role and privileges available to an Administrator, including the ability to appoint another person as an Administrator.

Your Authorised Signatories and your Administrators (subject to their user role and privileges) can appoint another person as an Administrator, edit an Administrator's user role or remove an Administrator.

You are responsible for:

- a. all transactions or other actions conducted by an Administrator in accordance with their user role and privileges; and
- b. any breach of this Agreement by an Administrator.

#### **23.0 Protecting Your Account Information**

You are responsible for all activities that occur through your Tyro EFTPOS Facility and/or eCommerce Facility or through the use of your credentials, including the activities of others and regardless of whether such activities are authorised.

You agree to immediately notify us of any breach or unauthorised use of your Tyro EFTPOS Facility or eCommerce Facility or credentials. We reserve the right to require you to alter your password if we believe your password is no longer secure. You are responsible for maintaining up-to-date and accurate information (including a current e-mail address and other required contact information) for your Tyro EFTPOS Facility and/or eCommerce Facility. Without limitation of the foregoing, you will provide notice to us in advance of any change in the

business of your online store in connection with which you are using your Tyro EFTPOS Facility or eCommerce Facility.