

Tyro Payments Limited ABN 49 103 575 042 AFSL 471951

Tyro Terms and Conditions

Part F – Tyro Online Payments Acquiring Facility

Effective: 19 December 2022

1.0 Agreement

These Tyro Online Payments Acquiring Facility terms govern your use of an Online Payments Acquiring Facility.

If you submit an Application for an Online Payments Acquiring Facility and/or continue to use your Online Payments Acquiring Facility, these terms along with the Part A – General Terms and Conditions, your Application for an Online Payments Acquiring 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 Online Payments Acquiring Facility that we notify you about;
- c. any rules, policies and procedures relating to your Online Payments Acquiring 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 Online Payments Acquiring Facility.

2.0 Definitions

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

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

“**Authorisation**” means the response to you requesting our approval for a Card to be used for a Transaction, whether through a Payment Gateway 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 your Online Payments Acquiring Facility is enabled to accept;
- e. a barcode or QR code (displayed on a device or Payment Gateway) issued by a Scheme (including together with a digital wallet) which your Online Payments Acquiring Facility 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.

“**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.

“**eftpos System**” means the process where, on instructions transmitted through a Payment Gateway, 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.

“**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 via the Payment Gateway 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.

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

“Monthly Access Fee” means a fee payable by you to us to access your Online Payments Acquiring Facility as set out in the relevant Application or as otherwise notified by us to you.

“MOTO” means any card-not-present Transaction that we notify you is a MOTO Transaction, including Transactions processed via mail order, telephone order or through a virtual terminal provided by your PSP.

“Online Payments Acquiring Facility” means the facility under which we provide you with merchant acquiring and transaction processing services under these terms.

“Payment Gateway” means an electronic payment interface provided to you by a third party through which instructions may be transmitted to us to process Transactions using the Online Payments Acquiring Facility.

“Payment Service Provider” and **“PSP”** means a third party that provides you with a Payment Gateway and/or other services to enable you to process Transactions via your Online Payments Acquiring Facility.

“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.

“Pre-Payment” means a Transaction processed by you in relation to goods or services before the delivery or provision of those goods or services.

“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 Payment Gateway or other identifying information of the Payment Gateway;
- 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.

“Settlement Account” means the bank account(s) that will be credited for Transactions processed through your Online Payments Acquiring 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.

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

“Transaction and Security Conditions” means the conditions subject to which Tyro approves your Application for an Online Payments Acquiring Facility, including conditions on:

- a. the types of Transactions that you can accept; and
- b. the fraud detection and prevention services, authentication services or similar services that you must use.

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

3.0 Fees and charges

Monthly Access Fee

You agree to pay the Monthly Access Fee from the date on which we process the first Transaction for you through the Online Payments Acquiring Facility. You direct and authorise us to debit the Monthly Access Fee from the Fee Account.

Transaction Pricing

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.

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 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 the Tyro Portal (**“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 Transactions

You are only authorised to process Transactions and use your Online Payments Acquiring 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 Online Payments Acquiring Facility, for any other business or non-business activities.

You must:

- a. if processing a Transaction using the Online Payments Acquiring Facility, use a Payment Gateway to process every Transaction, unless the Payment Gateway, the eftpos System or the Communications Service is inoperative;
- b. perform all obligations to a Cardholder (including providing any goods or services to the Cardholder, unless the Cardholder has agreed to receive the goods or services later) in respect of a Transaction prior to processing the Transaction;
- c. not impose any minimum Transaction value or amount as a condition of accepting Transactions;
- d. not split a single sale into multiple Transactions on the same Card or process lower Transaction values in order to obtain an Authorisation;
- e. not make any warranty or representation to a Cardholder regarding us or on our behalf;
- f. 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;
- g. 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;
- h. only charge a surcharge that accurately reflects your cost of accepting Transactions and not cross-subsidise across Schemes;
- i. 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;
- j. 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;
- k. give refunds by means of a Refund and not cash;
- l. not process Transactions in respect of any Prohibited Products;
- m. 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;
- n. not process any Transaction using your own Card or any Card of your associates;
- o. not hold a Cardholder's PIN or passcode as part of a book-up arrangement;
- p. not compel, require or influence a Cardholder to pay for goods or services via a cash out Transaction;

- q. not process a cash out Transaction unless you provide cash directly to the Cardholder in the form of Australian legal tender;
- r. include on your website the items identified in the Website Requirements; and
- s. not use your Online Payments Acquiring 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 Online Payments Acquiring Facility will be programmed to accept all Card Transactions which it is 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 Online Payments Acquiring 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.

We make no representations and give no assurances whatsoever in relation to the credit worthiness of any person presenting a Card. You acknowledge that Cards may be issued or allocated to minors and that you must take reasonable precautions to avoid Transactions that would be illegal if conducted with a minor (for example, the sale of tobacco or liquor to minors).

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 Online Payments Acquiring 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 Payment Gateway, we are not liable for any error, delay, malfunction or failure caused or contributed to or initiated by your Payment Gateway.

You must promptly notify us of any malfunction or error of your Payment Gateway, the Online Payments Acquiring Facility, the eftpos System or the Communications Service.

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 you being unable to process Transactions because of an act or omission of a third party (including a Payment Service Provider, 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)).

If you process Pre-Payments, we may at any time require you to provide to us:

- a. information about any Pre-Payments;
- b. information about Transactions processed by you, including the number, frequency or value of any Pre-Payments you are processing or may process;
- c. information for us to assess or review your credit worthiness; or
- d. security, or additional security, to cover your potential Chargeback liability, as reasonably determined by us.

You must promptly notify us if there is any change to your business that could increase the number, frequency or value of Pre-Payments you may process.

If MOTO Transactions are available and enabled, 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.

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 Payment Gateway, 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 Pre-Payments, MOTO Transactions and Transactions processed via the Online Payments Acquiring Facility are riskier than card-present 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 Online Payments Acquiring Facility is at your risk.

5.0 Transaction History

Information regarding Transactions processed via your Online Payments Acquiring Facility ("**Transaction History**") will be available to you on the Tyro Portal.

After each settlement to your Settlement Account, we will update your Transaction History on the 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 Transaction History and your use of the Online Payments Acquiring Facility.

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.

Your Payment Service Provider may separately make your Transaction History or other information about your Online Payments Acquiring Facility available to you. We do not warrant the accuracy or reliability of any Transaction History or other information about your Online Payments Acquiring Facility made available to you by your Payment Service Provider.

6.0 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> as published and amended by us from time to time;
- c. comply with the PCI DSS Requirements and any Scheme security requirements;
- d. ensure that your Payment Service Provider configures your Payment Gateway in accordance with any Transaction and Security Conditions we impose on

your use of your Online Payments Acquiring Facility from time to time;

- e. 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;
- f. use reasonable care to detect forged or unauthorised signatures or the unauthorised use of a Card;
- 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 Online Payments Acquiring 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.

7.0 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 the Tyro App 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.

8.0 Settlement Times

We will initiate transfer of the proceeds of all valid Transactions processed via your Online Payments Acquiring Facility (net of fees, Chargebacks and other funds owed to us) at an automated settlement time (allocated by us), unless you nominate a different automated settlement time via a process we make available to you.

9.0 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 your Online Payments Acquiring Facility as long as settlement of all your Online Payments Acquiring Facility 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 apply for a Tyro Bank Account together with your Online Payments Acquiring Facility, we may need more time to process your application for the Tyro Bank Account than your application for the Online Payments Acquiring Facility (to comply with our obligations under the AML/CTF Act). While we process your Tyro Bank Account application, you may start to accept Transactions using your Online Payments Acquiring Facility. However, unless you specify another account to be your Settlement Account:

- a. we will hold the proceeds of all valid Transactions on your account until we approve your application for, and issue you with, the Tyro Bank Account; and
- b. once we issue you with the Tyro Bank Account, we will credit your Tyro Bank Account with those proceeds as set out above.

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 Tyro Services and have received all other information we request from the new owner.

10.0 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; and
- c. any Chargeback,

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. any fines, penalties or costs which we incur as a result of your failure to comply with the PCI DSS Requirements;
- d. the full amount of Refunds presented by you if these cannot be debited from your Settlement Account;
- e. any overpayments made by us if these cannot be debited from your Settlement Account;
- f. any Chargeback if this 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.

11.0 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.

If we are unable to debit your Settlement Account or Fee Account for the value of any Chargeback (or part of the value of any Chargeback) in accordance with clause 10.0 of this Part F, you must pay us the value, or outstanding part of the value, of the Chargeback on demand from us.

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/>

12.0 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.

13.0 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.

14.0 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.

15.0 Protecting Your Account Information

You are responsible for all activities that occur through your Online Payments Acquiring 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 Online Payments Acquiring 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 Online Payments Acquiring 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 Online Payments Acquiring Facility.