
Tyro Payments Limited ABN 49 103 575 042 AFSL 471951

Tyro Terms and Conditions

A General Terms and Conditions

Effective: 17 November 2023

OPERATING YOUR TYRO SERVICES

A.1 Authorised Signatories

- A.1.1 Your Authorised Signatories can:
- a. exercise your rights, authorise changes to and generally control your Tyro Services; and
 - b. apply for and accept Tyro Services on your behalf.
- A.1.2 Your initial Authorised Signatories are the people that sign your initial Application. You can add or remove an Authorised Signatory by submitting the appropriate form to us.
- A.1.3 You agree that we may give information about your Tyro Services to an Authorised Signatory.
- A.1.4 You are responsible for:
- a. any instruction provided or function exercised by an Authorised Signatory in accordance with your Administration Authority; and
 - b. any act or omission by an Authorised Signatory that causes you to breach this Agreement.

A.2 Administration Authority

- A.2.1 Subject to clause A.2.3, if your Administration Authority is:
- a. 'any to sign' – any one of your Authorised Signatories alone may undertake the actions specified in clause A.1.1 above; or
 - b. 'two to sign' – two Authorised Signatories together may jointly undertake the actions specified in clause A.1.1 above.
- A.2.2 If you do not select an Administration Authority, the default Administration Authority is 'any to sign'.
- A.2.3 Despite your Administration Authority, if you have more than one Authorised Signatory, the number of Authorised Signatories required to perform certain functions is specified below:

Function	Number
Add or remove an Authorised Signatory	2
Change your Administration Authority to 'any to sign'	2
Change your Administration Authority to 'two to sign'	1
Change your Accounts	2
Open a bank account, or instruct us in relation to a term deposit, issued by us	1
Certain functions of a Tyro Bank Account (see clause C.2)	See clause C.2

A.3 Authority to Debit

- A.3.1 You authorise us to debit your Accounts in accordance with any direct debit request provided by you to us:
- for any amounts owing by you to us under this Agreement; and
 - as you otherwise instruct us.

A.4 Direct Debit Request Service Agreement

- A.4.1 If you have given us a direct debit request, you authorise us to debit funds from your Accounts:
- in the circumstances set out in clauses B.10.2, B.10.4, B.11.2, B.11.3, B.14.2, B.14.3, B.14.4, B.17.3, B.20.3, C.13.1, D.3.3 and D.7.2; or
 - for any other amounts you owe us under this Agreement.
- A.4.2 If we are due to debit your Account on a day that is not a Business Day, we will debit your Account on the next Business Day (unless the Account is a Tyro Bank Account, which we will debit on the due date). If you are uncertain when a debit will be processed to your Account, you should contact the financial institution with which the Account is held.
- A.4.3 You must ensure that there are sufficient cleared funds in your Accounts each time we are due to debit your Account. If there are insufficient cleared funds in your Account to meet a debit payment:
- you may be charged a fee and/or interest by the financial institution with which the Account is held; and
 - you must make the payment by another method, or arrange for sufficient cleared funds to be in the Account by a time agreed with us for us to process the debit payment.
- A.4.4 You should:
- check that each of your Accounts can accept direct debits, because direct debit functionality may not be available on all accounts;

- b. check your Account details against a recent account statement issued by the financial institution with which each Account is held; and
 - c. if you are uncertain about completing a direct debit request – contact the financial institution with which the Account is held.
- A.4.5 You may request us to change or suspend your direct debit arrangement with us by:
 - a. contacting us using the contact details on our website; or
 - b. contacting the financial institution with which an Account is held.
- A.4.6 If you cancel or suspend your direct debit arrangement in relation to an Account, you must execute a direct debit request for a replacement Account on the same terms as this clause A.4 as soon as reasonably possible.
- A.4.7 If you believe that we have incorrectly debited your Account, you should contact us or the financial institution with which the Account is held as soon as possible. If we have:
 - a. incorrectly debited your Account – we will promptly arrange for the financial institution with which the Account is held to adjust the Account to correct the error and notify you of the adjustment; or
 - b. not incorrectly debited your Account – we will provide you with reasons and, if available, evidence that there has not been an error.
- A.4.8 We will not disclose any details of your direct debit request unless:
 - a. the disclosure is necessary for us to act in accordance with this Agreement;
 - b. the disclosure is in connection with any funding or financing arrangement we enter into or are considering entering into;
 - c. we are required or permitted by law to disclose those details; or
 - d. it is reasonably necessary in order to protect our legitimate interests.
- A.4.9 We can unilaterally change the terms of this direct debit request service agreement in accordance with clause A.9.

A.5 Prohibited Activities

- A.5.1 You must not use Tyro Services in connection with any Prohibited Activities or with any business or activity that is otherwise unlawful.

A.6 Errors and Complaints

- A.6.1 We have processes in place to deal with any complaints that you may have in relation to the Tyro Services or this Agreement. To access those processes, you should follow the steps outlined below.

Step 1: Contact us using the details on our website and we will seek to resolve your concerns as soon as possible.

Step 2: If you are not satisfied with the outcome, you may request an independent review by our Complaints Officer. You should state all details that are relevant to your complaint and your contact details so our Complaints Officer can contact you.

Step 3: If you are still not satisfied with the steps we have taken to resolve your complaint, or if we do not respond to you in a timely manner, you can contact our external dispute resolution service provider, the Australian Financial Complaints Authority (**AFCA**) by:

Telephone: 1800 931 678

Web: www.afca.org.au

Fax: 03 9613 6399

Email: info@afca.org.au

Writing to: Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

Before AFCA can investigate your complaint, it will generally require you to have given us an opportunity to address your concerns.

TYRO SYSTEMS AND ACCOUNT SECURITY

A.7 Tyro Systems, Platforms and Software

- A.7.1 We grant you, your Authorised Signatories, Administrators and Account Users a non-transferable, non-exclusive and non-sublicensable licence to use Tyro Software for the sole purpose of using your Tyro Services in accordance with this Agreement.
- A.7.2 We may, acting reasonably, require you to satisfy Security Measures before or when you access or use, or attempt to access or use, your Tyro Services or any feature or function of your Tyro Services, including via a Tyro Platform.
- A.7.3 If you do not satisfy the Security Measures, we may, acting reasonably, deny you access to or use of your Tyro Services or a feature or function of your Tyro Services. We will notify you if we deny you access to or use of your Tyro Services under this clause.
- A.7.4 You must not:
- a. copy, reproduce, modify, distribute, publish, reverse engineer, hack, decompile, disassemble or create derivative works of a Tyro System, Tyro Platform or Tyro Software;
 - b. use, or permit the use of, a Tyro Platform, Tyro Software or Tyro System in a way that unreasonably interferes with Tyro Systems or Tyro Services; and
 - c. transmit or upload any data or information to a Tyro Platform, Tyro Software or Tyro System that:
 - i. is unlawful, threatening, abusive, defamatory or inconsistent with any person's Intellectual Property rights; or

- ii. comprise code, files or programs that may disrupt, damage, limit or interfere with a Tyro Platform, Tyro Software or Tyro System.

A.7.5 We retain all right, title and interest to our Intellectual Property, including in the Tyro Services, Tyro Systems and Tyro Software. Except as set out in this Agreement:

- a. this Agreement does not transfer any Intellectual Property rights between the parties; and
- b. any licence granted under this Agreement ceases immediately on termination.

A.7.6 We may use and exploit any feedback, suggestions, comments, improvements, recommendations or ideas provided by you in relation to the Tyro Services, Tyro Systems or Tyro Software for any purpose without any obligation to you.

A.8 Security Obligations

A.8.1 You, your Authorised Signatories, Administrators and Account Users **must not**:

- a. when setting User Credentials, choose credentials that:
 - i. are obvious or can be easily guessed, such as a number that represents a date of birth or driver licence number; or
 - ii. are alphabetical credentials that is a recognisable part of your name or business name;
- b. allow another person to choose their User Credentials, or establish other Security Measures, for a Tyro Platform or Device;
- c. voluntarily disclose their User Credentials to any person, including a person who claims to be from us or to be acting on our behalf;
- d. enter or provide their User Credentials in any communication or electronic platform that is not a Tyro Platform;
- e. record their User Credentials without reasonably attempting to protect the security of the credentials (see clause A.8.2), including in the form of several records likely to be lost or stolen simultaneously;
- f. record User Credentials on or with a Device or other electronic device;
- g. provide to any other person, or leave unattended, a Device which is logged into a Tyro Platform,

and **must**:

- h. take reasonable precautions to prevent others from watching you, your Authorised Signatories, Administrators or Account Users enter User Credentials;

- i. lock any Device and take any other steps reasonably necessary to stop unauthorised use of a Tyro Platform; and
- j. notify us as soon as possible if:
 - i. a Device has been misused, lost or stolen;
 - ii. you suspect that User Credentials have become known to another person or that the security of other Security Measures has been breached; or
 - iii. a communication or electronic platform, aside from a Tyro Platform, requests you to provide or enter your User Credentials.

- A.8.2 A reasonable attempt to protect the security of a record of User Credentials includes a reasonable attempt to disguise the credentials within the record or to prevent unauthorised access to the record, including by:
- a. hiding or disguising the record among other records, or in a place where a reasonable person would not expect to find it;
 - b. keeping the record in a securely locked container; or
 - c. preventing unauthorised access to an electronically stored record.

- A.8.3 You must notify us as soon as possible if:
- a. you, your Authorised Signatories, Administrators or Account Users breach the security obligations in this clause; or
 - b. you become aware of any unauthorised use of your Tyro Services.

COMMUNICATIONS AND CHANGES TO THIS AGREEMENT

A.9 Changes to Agreement

- A.9.1 We can, acting reasonably, unilaterally change the terms of this Agreement to:
- a. change the fees and charges payable by you under this Agreement;
 - b. comply with or reflect:
 - i. any applicable law, subordinate legislation, code of practice, regulatory guidance, Scheme rules, prudential standard or liquidity requirement, or a change or anticipated change in any of those instruments or their interpretation; or
 - ii. a decision or guidance of a court, tribunal, external dispute resolution scheme, regulator or Scheme;
 - c. accommodate or reflect a change in:
 - i. the Tyro Systems or the Tyro Services, including if we modify our products or services or their features and benefits;
 - ii. market or industry conditions or practices; or

- iii. our security exposure, including to respond to actual or anticipated security threats;
 - d. respond to changes in our costs to provide the Tyro Services, including changes to Transaction Costs, our cost of funds or our operating costs;
 - e. make these terms clearer; or
 - f. accommodate or reflect any other change that is reasonably necessary in order to protect our legitimate interests.
- A.9.2 Subject to clause A.9.3, we will give you 30 days' notice of any change under clause A.9.1.
- A.9.3 We may give you less than 30 days' notice of a change under clause A.9.1, or may make changes under clause A.9.1 which are effective immediately upon notice to you, if the change is:
- a. a change to an interest rate applicable to a Tyro Bank Account;
 - b. not unfavourable to you;
 - c. made to restore or maintain our security, or the security of a Tyro System or Tyro Service;
 - d. made to prevent or inhibit criminal activity, including fraud;
 - e. made to avoid or mitigate a material risk to us;
 - f. required by law or a Scheme to be made in fewer than 30 days; or
 - g. in order to protect our legitimate interests and reasonably necessary to be made in fewer than 30 days.
- A.9.4 If we notify you of a change to the terms of a Tyro Service under clause A.9.1, the change is unfavourable to you and you do not accept the change, within 30 days after we give you notice of the change, you may terminate this Agreement with respect to that Tyro Service with immediate effect by notice to us. We will not charge you a fee or charge for terminating this Agreement if you do so by exercising your rights under this clause.
- A.10 Change of Details**
- A.10.1 You must promptly notify us of any changes to:
- a. the details set out in any Application; or
 - b. a material change in the control or ownership of your business.
- A.11 Requests for Information**
- A.11.1 You must promptly provide us with any information or documents we reasonably request to enable us to:
- a. comply with any applicable laws, regulations or Scheme rules;

- b. respond to any order, instruction or request we receive from a government body, regulator or Scheme, including to provide any of those entities with information; or
- c. take steps that are reasonably necessary in order to protect our legitimate interests.

A.12 Notices

- A.12.1 We can provide you with notice, statements and any other material that we give you under this Agreement at the registered address, trading address or email address specified in your initial Application, or any other such address you provide to us for that purpose from time to time.
- A.12.2 You can give us notice under this Agreement by contacting us using the contact details on our website.
- A.12.3 If a party gives notice under this Agreement in writing, the other party will be taken to have received the notice:
 - a. if the notice is delivered personally – immediately upon delivery;
 - b. if the notice is sent electronically – the Business Day after it is sent; or
 - c. if the notice is sent by post:
 - i. within Australia – 6 Business Days after it is sent; or
 - ii. to or from an address outside Australia – 10 Business Days after it is sent.

LIABILITY, SUSPENSION AND TERMINATION

A.13 Liability

- A.13.1 Subject to clause A.13.3, we will not be liable for any Loss arising out of, or in connection with, your use of Tyro Services, including due to:
 - a. any interruption or delay to your Tyro Services or Integrated Software;
 - b. the termination or suspension of your Tyro Services;
 - c. your breach of this Agreement;
 - d. your use of Integrated Software or any error, outage, downtime, delay, interruption or non-performance of Integrated Software; or
 - e. an act or omission of a third party, including an Integrated Software Provider, Payment Service Provider, electricity or telecommunication provider, developer, Scheme or member or participant in a Scheme.
- A.13.2 Subject to clause A.13.3, you indemnify us against, and must pay us on demand, the amount of any Loss we incur as a result of:
 - a. your conduct of the business activities in connection with which you use your Tyro Services, including any dispute between you and your customers or an Integrated Software Provider;

- b. your, your Authorised Signatories', Administrators', Account Users' or other representatives' negligence, wilful misconduct or fraud;
- c. your infringement of any third party's Intellectual Property rights;
- d. a breach of the security obligations in clause A.8, if the Loss occurs before you notify us of a breach of those obligations; or
- e. any misuse of Equipment delivered to you, including Equipment you are obliged to return to us but have not returned.

A.13.3 Clauses A.13.1 and A.13.2 do not apply to the extent that:

- a. a Loss is caused by the fraud, negligence, mistake or wilful misconduct of us, our employees, agents, contractors or representatives; or
- b. our rights under those clauses are not reasonably necessary to protect our legitimate interests,

and nothing in this Agreement excludes, restricts or modifies any rights you may have at law, to the extent that those rights cannot be excluded, restricted or modified.

A.13.4 If any guarantee, term, condition or warranty is implied into or imposed in relation to this Agreement or the Tyro Services by applicable legislation (**Non-Excludable Right**) and we are able to limit our liability for a breach of the Non-Excludable Right, our liability for breach of the Non-Excludable Right is limited to one or more of the following at our option:

- a. in relation to goods – the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
- b. in relation to services – the supplying of the services again, or the payment of the cost of having the services supplied again.

A.14 Suspension

A.14.1 We may, acting reasonably and to the extent reasonably necessary, immediately suspend your access to or use of a Tyro Service or Tyro System, or part of a Tyro Service or Tyro System, if:

- a. we are conducting maintenance, whether scheduled or unscheduled, or implementing changes to the Tyro Services or Tyro Systems;
- b. we have reasonable grounds to suspect that you may be, or may have been, involved in fraudulent or other unlawful activity in connection with your Tyro Services;
- c. you are subject to an Insolvency Event or cease to operate your business;
- d. we or you may suffer a material, adverse impact if we do not suspend;

- e. we or you may be exposed to a material security threat, whether the threat is actual or anticipated, if we do not suspend;
- f. due to circumstances beyond our control, including the conduct or omission of a third party or materially adverse market conditions, we cannot reasonably support the Tyro Service or Tyro System;
- g. we have requested that you provide us with information or take steps to comply with all relevant laws, but you have failed to comply with our request within a reasonable time;
- h. a Tyro Service does not comply with any law, rule, regulation, judgment, order or government directive;
- i. a Scheme declines or suspends our access to the Scheme or directs us to suspend providing a Tyro Service to you;
- j. in relation to an Electronic Payments Facility, we have reasonable grounds to suspect that:
 - i. the frequency, number or dollar value of any Chargebacks or Invalid Transactions is unusual, disproportionate or excessive when compared with the Valid Transactions processed using the facility; or
 - ii. you are unable or unwilling to meet your obligations under this Agreement in relation to Chargebacks, including Chargebacks that we have reasonable grounds to suspect may occur; or
- k. it is otherwise reasonably necessary to protect our legitimate interests.

A.14.2 If we suspend your access to or use of a Tyro Service or Tyro System, or part of a Tyro Service or Tyro System, we will notify you before or, if prior notice is not practicable, as soon as practicable after, we suspend.

A.15 Termination

A.15.1 We or you may terminate this Agreement, or any part of this Agreement, by giving 30 days' notice to the other party, except that:

- a. neither party may terminate the provisions of this Agreement governing a Tyro Business Loan or a Tyro Business Term Deposit; and
- b. you may not terminate this Agreement, or any part of this Agreement, if you have a Tyro Business Loan from us.

A.15.2 Subject to clauses A.15.3 or A.15.4, we may terminate this Agreement, or any part of this Agreement except for the provisions governing a Tyro Business Loan, if:

- a. you fail to make any payment when due under this Agreement;
- b. you breach any of your obligations under clauses A.4.6, A.5, A.7.4, A.11, B.1, B.3, B.4, B.5, B.6, B.12, B.13.1, B.16.2, B.17.1, B.18.2, B.20, F.5.2, F.5.3 or F.6.2 of this Agreement;

- c. we have reasonable grounds to consider that you may be, or may have been, involved in fraudulent or other unlawful activity in connection with your Tyro Services;
- d. you are subject to an Insolvency Event or cease to operate your business;
- e. we have requested that you provide us with information or take steps to comply with all relevant laws, but you have failed to comply with our request within a reasonable time;
- f. in relation to an Electronic Payments Facility, we have reasonable grounds to consider that:
 - i. the frequency, number or dollar value of any Chargebacks or Invalid Transactions is unusual, disproportionate or excessive when compared with the Valid Transactions processed using the facility; or
 - ii. you are unable or unwilling to meet your obligations under this Agreement in relation to Chargebacks, including Chargebacks that we have reasonable grounds to suspect may occur; or
- g. it is otherwise reasonably necessary to protect our legitimate interests.

A.15.3 Before we terminate this Agreement, or any part of this Agreement, under clause A.15.2, we will:

- a. notify you in writing that a matter specified in clause A.15.2 has occurred; and
- b. for a matter that is possible for you to remedy, provide you with an opportunity to remedy the matter within the lesser of:
 - i. 30 days after we notify you under clause A.15.3(a); or
 - ii. if we notify you of a shorter remedy period (including no remedy period) which is reasonable for us to manage a material and immediate risk relating to the nature of the matter or your particular circumstances – the period of which we notify you.

A.15.4 We may only terminate this Agreement, or part of this Agreement, under clause A.15.2 if a relevant matter specified in clauses A.15.2(b) to A.15.2(g) presents a material risk to:

- a. your ability to make payments to us under this Agreement or our ability to assess whether you can make those payments;
- b. our security risk or our ability to assess our security risk;
- c. our risk in relation to Chargebacks; or
- d. in the case of clause A.15.2(c), our legal rights or reputation.

- A.15.5 If a Scheme terminates our access to the Scheme or directs us to cease providing a Tyro Service to you, we will cease to provide you with Tyro Services as they relate to that Scheme. We will endeavour to give you 30 days' notice before we cease to provide you with a Tyro Service under this clause.
- A.15.6 If this Agreement terminates, you authorise us to disclose the termination and the reasons for termination to any Scheme. That information may be made available to other members of the Scheme, and they may use it to assess any application you make for their products and services.
- A.15.7 If you have a Tyro Service listed in the first column of the table below, any clause which by its nature should survive termination, including the clauses listed in the second column of the table below, survive termination of this Agreement or part of this Agreement.

Tyro Service	Clauses
Any Tyro Service	A.3, A.4, A.6, A.7.4, A.7.5, A.11, A.12, A.13, A.18, A.19, A.20, A.21, A.22, A.23
Electronic Payments Facility	B.3.3, B.10, B.11.2, B.11.3, B.11.4, B.11.5, B.13.1, B.14, B.20.3, B.22
Tyro Bank Account	C.7, C.10.6, C.18, C.25
Tyro Business Loan	D.3, D.4, D.5, D.6, D.7, D.8, D.9, D.10, D.11, D.12, D.13
Tyro Business Term Deposit	N/A
Tyro Connect	F.4.1, F.5.2, F.6, F.7

- A.15.8 Any rights or obligations accrued before termination of this Agreement, or part of this Agreement, will not be affected by termination.

MISCELLANEOUS

A.16 Commission payments

If you were referred to us by a third party, we may pay fees or commissions to the third party for referring you to us.

A.17 GST

- A.17.1 Words used in this clause A.17 that have a defined meaning in the GST Act have the same meaning as in the GST Act unless the context indicates otherwise.
- A.17.2 Unless specifically stated, fees or other amounts payable under this Agreement are expressed exclusive of any applicable GST.

- A.17.3 If a party (supplier) makes a taxable supply to the other party (recipient) under or in connection with this Agreement and GST is imposed on that supply, the supplier will be entitled to:
- a. increase the consideration otherwise payable by the recipient for that supply under this Agreement by the amount of that GST; and
 - b. otherwise recover from the recipient the amount of that GST.
- A.17.4 The supplier must issue a tax invoice to the recipient no later than 10 Business Days after payment to the supplier of the GST inclusive consideration for that supply.
- A.17.5 Each party must:
- a. be registered for GST if it is required to do so; and
 - b. notify the other party as soon as possible if it:
 - i. ceases to be registered for GST; or
 - ii. is aware of, or becomes aware of, any issue which would cause either party not to qualify for us to issue you with recipient created tax invoices.

A.18 Assignment

- A.18.1 Neither party may assign its rights under this Agreement, except that:
- a. you may assign your rights with our prior written consent; and
 - b. we may assign our rights:
 - i. to give effect to a change of control, sale of business, business reorganisation, securitisation or other commercial transaction;
 - ii. with your prior written consent; or
 - iii. for any other purpose that is reasonably necessary to protect our legitimate interests.
- A.18.2 If a party requests the other party's consent under clause A.18.1, the other party must not unreasonably withhold its consent.

A.19 Set Off

- A.19.1 Each party may set off any amount due to it by the other party against any amount due by it to the other party, except that neither party may set off any such amount if:
- a. we have assigned our rights pursuant to funding arrangements, including securitisation arrangements; or
 - b. such restraint on the parties' set off rights is reasonably necessary in order to protect our legitimate interests.
- A.19.2 At your request, we will inform you if either clause A.19.1(a) or A.19.1(b) are operative.

A.20 Waiver

- A.20.1 A failure or delay by either party to exercise or enforce any right or provision of this Agreement, or any rights under applicable law, will not constitute a waiver of its rights.
- A.20.2 Neither party shall be taken to have waived any of its rights unless the waiver is express and in writing.

A.21 Miscellaneous

- A.21.1 If any provision of this Agreement is void, illegal or unenforceable:
- a. the provision will be deemed to be severed and omitted from the Agreement; and
 - b. the Agreement will otherwise remain in full force, subject to any consequential amendment necessary to effect the severance.
- A.21.2 This Agreement is to be construed according to the laws of New South Wales and the parties submit themselves to the non-exclusive jurisdiction of the Courts of New South Wales and any competent appellate courts.
- A.21.3 This Agreement is binding on the parties, their executors, administrators, successors and assigns.

INTERPRETATION

A.22 Definitions

In this Agreement:

- A.22.1 **Accounts** means the Linked Account, Settlement Account and Fee Account.
- A.22.2 **Account User** has the meaning given in clause C.25.
- A.22.3 **Administration Authority** means the authority you give to your Authorised Signatories.
- A.22.4 **Administrator** has the meaning given in clause B.22.
- A.22.5 **Agreement** means:
- a. each of our terms and conditions of providing Tyro Services that you accept from time to time; and
 - b. any Application(s) you submit for those Tyro Services.
- A.22.6 **Application** means an application submitted by you for Tyro Services.
- A.22.7 **Authorised Signatory** means a person who you authorise to exercise your rights and control your Tyro Services in accordance with this Agreement.
- A.22.8 **Business Day** means any day other than a Saturday, Sunday or day which is a bank holiday or public holiday in New South Wales.
- A.22.9 **Chargeback** has the meaning given in clause B.22.
- A.22.10 **Device** means any device from which a Tyro Platform can be accessed.

- A.22.11 **Electronic Payments Facility** has the meaning given in clause B.22.
- A.22.12 **Equipment** has the meaning given in clause B.22.
- A.22.13 **Fee Account** means the bank account you nominate as your fee account in your Application or by submitting the appropriate form to us.
- A.22.14 **GST** means any tax on the supply of any goods or services, or any similar tax, imposed under the GST Act.
- A.22.15 **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- A.22.16 **Insolvency Event** means any insolvency event, including circumstances in which:
- a. you are 'insolvent' or 'insolvent under administration' as defined in the Corporations Act 2001 (Cth);
 - b. an administrator, liquidator, provisional liquidator, receiver, controller, restructuring practitioner or any other insolvency official is appointed to you or any of your property;
 - c. you commit an 'act of bankruptcy' or become a 'bankrupt' as defined in the Bankruptcy Act 1966 (Cth);
 - d. if you are a company – you are deregistered;
 - e. you conceal, remove or transfer any part of your assets with intent to hinder, delay or defraud your creditors;
 - f. you transfer any of your assets in a manner which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or
 - g. you are unable to pay your debts as and when they fall due or you threaten to cease paying your creditors.
- A.22.17 **Invalid Transaction** has the meaning given in clause B.22.
- A.22.18 **Integrated Software** means any software, including accounting, practice management, point-of-sale or other software, that is integrated with one or more Tyro Services.
- A.22.19 **Integrated Software Provider** means the third party provider of any Integrated Software.
- A.22.20 **Intellectual Property** means all patents, copyright, designs, trademarks (whether registered or unregistered), business and company names, service marks, logos, domain names and all other rights or forms of protection of an equivalent or similar nature or effect, whether within or outside Australia, whether registered or not, and including all associated rights of action, powers or benefits.
- A.22.21 **Linked Account** has the meaning given in clause C.25.
- A.22.22 **Loss** means losses, liabilities, costs (including legal costs and Scheme penalties), expenses and damages, including:

- a. indirect, special, punitive or exemplary damages; and
 - b. consequential loss, including property damage, loss of use, loss of business or goodwill, economic loss, loss of data or loss of profits.
- A.22.23 **Payment Service Provider** has the meaning given in clause B.22.
- A.22.24 **Prohibited Activity** means a product, service or activity listed at tyro.com/prohibited-products at the date of this Agreement or, if we notify you in accordance with clause A.9 that the list has changed, the list as changed.
- A.22.25 **Scheme** means a payment network of which we are a member or in relation to which we facilitate transactions, including the Mastercard, Visa, American Express, UnionPay, Diners Club, Discover, JCB, eftpos, Alipay and BPAY schemes.
- A.22.26 **Security Measure** means any security measure or authentication process that limits your access to, or use a feature or functionality of, your Tyro Services, including a Tyro Platform.
- A.22.27 **Settlement Account** has the meaning given in clause B.22.
- A.22.28 **Transaction** has the meaning given in clause B.22.
- A.22.29 **Transaction Costs** means any fees or costs payable by us to third parties to process Transactions, including interchange and card scheme fees.
- A.22.30 **Tyro Bank Account** means a transaction or savings account issued by us.
- A.22.31 **Tyro Platform** means an application, portal or other service we provide by which you, an Authorised Signatory, Administrator or Account User can access, view or operate your Tyro Services electronically.
- A.22.32 **Tyro Services** means the payments, banking, lending and other services provided by us from time to time and **your Tyro Services** means the Tyro Services provided by us to you.
- A.22.33 **Tyro Software** means any software which we provide to you or to which we give you access in relation to Tyro Services, including any software comprised in Equipment, Tyro Systems or Tyro Platforms.
- A.22.34 **Tyro Systems** means the hardware, software, facilities and processes owned or licensed by us to provide the Tyro Services, including the Tyro Platforms.
- A.22.35 **User Credentials** means credentials used to login to a Tyro Platform.
- A.22.36 **Valid Transaction** has the meaning given in clause B.22.
- A.22.37 **we, us, our** and **Tyro** means Tyro Payments Limited.
- A.22.38 **you** and **your** means the person(s) who apply for, and are provided with, Tyro Services.

A.23 Interpretation

A.23.1 To the extent that the terms and conditions in this Part A are inconsistent with those in Parts B, C, D, E or F, the terms and conditions in Parts B, C, D, E and F respectively prevail to the extent of the inconsistency.

A.23.2 Unless qualified by or inconsistent with the context:

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

Tyro Services are provided by:

Tyro Payments Limited

ABN 49 103 575 042

AFSL 471951

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