Tyro Payments Limited ABN 49 103 575 042 AFSL 471951

Tyro Terms and Conditions

B   Electronic Payments Facility Terms and Conditions

Effective: 1 May 2026

ELECTRONIC PAYMENTS FACILITY

B.1   Your Electronic Payments Facility

B.1.1   You may only use your Electronic Payments Facility in Australia for the business activities specified in your Application.

B.1.2   You must comply with any Scheme Rules or Requirements in relation to your Electronic Payments Facility of which we notify you:

a.   before or when you apply for your Electronic Payments Facility, including those listed in clause B.22.24; or

b.   in accordance with clause A.9.

B.1.3   You must comply with all laws and regulations that apply to you when performing your obligations under this Agreement and conducting the business in relation to which you use your Electronic Payments Facility.

B.2   Electronic Payments Facility Administrators

B.2.1   Your Administrators can access, view and operate your Electronic Payments Facility using a Tyro Platform in accordance with the user roles and privileges:

a.   recorded in a Tyro Platform when you apply for your Electronic Payments Facility; or

b.   notified to you in accordance with clause A.9.

B.2.2   Your Authorised Signatories will by default be appointed as Administrators with the highest available level of user role and privileges, including the ability to appoint another person as an Administrator.

B.2.3   You are responsible for:

a.   any instruction provided or function exercised by an Administrator in accordance with their user role and privileges; and

b.   any act or omission by an Administrator that causes you to breach this Agreement.

B.3   Managing your Electronic Payments Facility

B.3.1   You must take reasonable care to detect and prevent use, including unauthorised use, of a Card for money laundering activities.

B.3.2   You must not compel, require or influence:

a. a Cardholder's decision to use a particular payment method, including by imposing a minimum Transaction value as a condition of accepting Transactions;

b. a Cardholder to complete a cash out Transaction to pay for goods or services; or

c. the Scheme mix of Transactions processed using your Electronic Payments Facility.

B.3.3 You must not disclose data or information about a Card, Cardholder or Transaction to anyone other than us, a Scheme or as required by law.

B.3.4 You must not hold a Cardholder's PIN as part of a book up arrangement.

B.3.5 You must promptly notify us if you identify any malfunction or error of your Electronic Payments Facility or a Payment Interface.

B.3.6 Your Electronic Payments Facility will by default be configured to accept Transactions for all Schemes. You may choose not to accept Transactions for a Scheme by submitting the appropriate form to us, without penalty or impact on your ability to accept Transactions for other Schemes.

B.3.7 You must:

a. display any advertising materials for the payment methods you accept using your Electronic Payments Facility that we provide to you;

b. not use those advertising materials for any purpose other than to indicate that you accept that payment method or as otherwise authorised by us;

c. if you refer to a particular Scheme, use or display the applicable Scheme's logo or mark;

d. if you use or display a Scheme's logo or mark:

   i. do so in accordance with any Scheme Rules or Requirements of which we have notified you (see clause B.1.2); and

   ii. if the Scheme instructs you to cease using or displaying its logo or mark – comply with the instruction; and

e. if this Agreement terminates, cease using or displaying Scheme logos and marks.

B.3.8 Any time you display the payment methods you accept, you must display them in a substantially equal, positive manner, including by:

a. giving all payment methods substantially similar treatment in relation to terms and conditions, restrictions, fees and logo placement; and

b. not mischaracterising, misrepresenting, disparaging or exhibiting a preference for any payment method.

B.4   **Processing Transactions**

B.4.1   You must use a Payment Interface to process every Transaction.

B.4.2   A **Valid Transaction** is any Transaction that is not an Invalid Transaction. An **Invalid Transaction** is a Transaction of a kind specified in clause B.4.3.

B.4.3   You must not process a Transaction which:

a.   you know, or should reasonably know, is illegal or relates to a Prohibited Activity, including Transactions that would be illegal if conducted with a Cardholder who is a minor;

b.   does not comply with any Scheme Rules or Requirements of which we have notified you (see clause B.1.2);

c.   does not reflect a genuine sale or refund transaction for the supply of goods or services between you and the Cardholder and/or a genuine request by the Cardholder for cash out;

d.   is an online Transaction:

     i.   for the supply of goods, unless you have allocated goods from your inventory to satisfy the order; or

     ii.   for the supply of services, unless the services have been provided;

e.   you know, or reasonably should know, is not authorised by the Cardholder or uses a Card that is expired;

f.   for the purpose of getting Authorisation, represents only part of a single genuine sale or refund transaction, including by splitting a single transaction into multiple Transactions using the same Card;

g.   uses a Card for which you or an associate of yours is the Cardholder;

h.   is in substance the payment of security for potential damage, destruction or non-return of property made available for hire; or

i.   would cause you to fail to comply with any message or instruction displayed on a Payment Interface in relation to the Transaction.

B.4.4   You must not require a Cardholder to waive any of their rights to dispute a Transaction as a condition of processing a Transaction.

B.4.5   If you process an online Transaction for the supply of goods requiring physical delivery, you must confirm with the Cardholder the delivery address for the goods.

B.4.6   If you process a cash out Transaction, you must provide cash directly to the Cardholder in the form of Australian legal tender.

B.4.7   You acknowledge that:

a.   card-not-present Transactions, including Manual Transactions and online Transactions, involve a higher fraud and Chargeback risk than Transactions where the card is present; and

b.   you, not Tyro or the Cardholder, are liable for all Chargebacks (see clause B.11 below).

B.4.8   If you become aware that you have processed an Invalid Transaction, you must notify us as soon as possible.

B.4.9   You must clearly and prominently disclose to Cardholders your name and physical address before you process a Transaction.

B.5   Pre-Payments

B.5.1   If you process Pre-Payments, on our request you must provide us with:

a.   information about Transactions you have processed or may process, including the number, frequency or value of such Transactions;

b.   information for us to assess or review your credit worthiness; or

c.   security, or additional security, to cover your potential liability for Chargebacks,

to the extent that the request is reasonably necessary in order to protect our legitimate interests.

B.5.2   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.

B.6   Manual Transactions

B.6.1   If you process Manual Transactions, you must take reasonable steps to establish and record that each Manual Transaction is genuinely authorised by the Cardholder (and not by another person holding their Card details).

B.6.2   When you process a Manual Transaction, you must:

a.   confirm to the Cardholder the amount of the Transaction, the type of Transaction (eg sale or refund), the Card details, the receipt number and your trading name; and

b.   make a written record of the last four digits of the Card number, the Card expiry date, the full name, street address and telephone number of the Cardholder, details of the goods or services supplied (including the price), any delivery instructions and the Transaction date.

B.6.3   You must not process a Manual Transaction using an EFTPOS Machine unless the EFTPOS Machine displays an instruction to do so.

B.6.4   If you anticipate that more than five days will elapse between a Cardholder ordering goods or services and you dispatching the goods or providing the services, you must not process a Manual Transaction for those goods or services until the day the goods are dispatched or the services are provided.

B.6.5   You must only use the Voice Authorisation Process to process a Transaction if all other available Payment Interfaces or the Electronic Payments Facility are inoperative or inaccessible.

B.7   Refunds

B.7.1   You must:

a.   implement a fair refund policy for giving refunds or exchanging goods which:

   i.   complies with all applicable laws and any Scheme Rules or Requirements of which we have notified you (see clause B.1.2);

   ii.   covers consumer rights relating to undelivered, damaged, misdescribed or faulty goods; and

   iii.   provides the same refund or exchange rights regardless of the Card type used by a Cardholder;

b.   in your refund policy or on your invoices or receipts, notify Cardholders of any deadlines to claim a refund under those Scheme Rules or Requirements;

c.   disclose the policy to Cardholders at or before the time you process a Transaction.

B.7.2   For sale Transactions processed through your Electronic Payments Facility, you must issue any corresponding refund by means of a refund Transaction to the Card details associated with the earlier sale Transaction (and not by cash).

B.8   Surcharging

B.8.1   If you apply a surcharge to Transactions processed using your Electronic Payments Facility, you must comply with any applicable laws and regulations, including Part IVC of the Competition and Consumer Act 2010 (Cth) and any relevant 'Reserve Bank standard' (as defined in that Act).

B.8.2   Without limiting clause B.8.1, if you apply a surcharge you must:

a.   clearly and prominently display the surcharge before processing a Transaction, so the Cardholder has an opportunity to choose another payment method;

b.   ensure that the surcharge accurately reflects your cost of accepting Transactions for each Scheme; and

c.   when refunding a Transaction, refund any surcharge applied to the Transaction (or, for a partial refund, a pro-rated refund of the surcharge).

B.8.3   If you use our No Cost EFTPOS pricing model:

a.   you will not be able to control the surcharge applicable to Transactions processed using your Electronic Payments Facility;

b. you authorise us to control the surcharge applicable to Transactions processed using your Electronic Payments Facility on your behalf;

c. we will take reasonable steps to ensure that any surcharge applied by us on your behalf accurately reflects your cost of accepting Transactions from time to time; and

d. you must notify us as soon as possible if you become aware that a surcharge we have applied on your behalf does not accurately reflect your cost of accepting Transactions.

B.9 Direct Arrangements with Schemes

B.9.1 For certain Schemes:

a. you must have a separate agreement with the Scheme operator which governs how Transactions using the Scheme are processed and settled to you;

b. if you want to use your Electronic Payments Facility to accept Transactions using those Schemes, you must submit an appropriate Application to us; and

c. if you use your Electronic Payments Facility to accept a Transaction using those Schemes, our only obligation is to send the Transaction details to the Scheme operator (and we are not obliged to settle those Transactions to you).

B.9.2 If we submit Transactions to, or receive Transaction proceeds from, a Scheme on your behalf, you authorise us to do so.

B.9.3 If you participate in the American Express OptBlue Programme, we may notify you that you have the option to enter a direct Card acceptance relationship with American Express. If you accept that option:

a. you will need to enter a separate agreement with American Express, including pricing and fees agreed by you with American Express; and

b. our relationship with you in relation to American Express Transactions will be in accordance with clause B.9.1 above.

B.10 Settlement

B.10.1 We will credit your Settlement Account with the proceeds of all Valid Transactions, less the value of any refund Transactions and any Transactions processed in accordance with clause B.9, subject to clauses B.10.2, B.10.3, B.10.5 and B.10.6.

B.10.2 If the value of refund Transactions exceeds the value of sale Transactions processed through your Electronic Payments Facility on a given day:

a. you will owe us an amount equal to the value of the refund Transactions less the sale Transactions; and

b. we may debit that amount from your accounts in accordance with clauses A.3 and A.4.

B.10.3   We may, acting reasonably, not credit, or may delay crediting, your Settlement Account:

   a.   for any Transaction in respect of which the proceeds have not been paid to us, in whole or in part;

   b.   for any Invalid Transaction;

   c.   if you owe us any amount under this Agreement, for an amount equal to the amount you owe to us; or

   d.   if so required under applicable laws, regulations, binding orders or Scheme Rules or Requirements.

B.10.4   If:

   a.   we credit your Settlement Account with any amount which we were entitled not to credit, or to delay crediting, under clause B.10.2; and

   b.   we notify you that we have credited you with that amount (**Shortfall**),

   you will owe us an amount equal to the value of the Shortfall, which we may debit from your accounts in accordance with clauses A.3 and A.4.

Reserving settlement proceeds

B.10.5   During the Reserved Proceeds Period:

   a.   we will withhold the proceeds defined in clause B.10.1 (**Reserved Proceeds**) by suspending the payment of Reserved Proceeds to you; and

   b.   we may, at our discretion, not approve your applications for additional Tyro Services (other than the Electronic Payments Facility).

B.10.6   At the end of the Reserved Proceeds Period:

   a.   if you do not pass our review and verification processes and we elect to terminate your Agreement, we will release the Reserved Proceeds to your Settlement Account, subject to first deducting any amounts you owe to us in accordance with clause A.19; and

   b.   if our review and verification processes are passed, we will release the Reserved Proceeds to your Settlement Amount.

B.10.7   All of your obligations under this Agreement apply in respect of Transactions processed during the Reserved Proceeds Period including, but not limited to, those under clauses B.11 and B.20.

B.11   Chargebacks

B.11.1   You must take reasonable steps to avoid Chargebacks, including steps to comply with the guidance in any Chargebacks and Disputes Guide that we provide to you.

B.11.2   If a Scheme notifies us about a Chargeback:

a.   we will promptly notify you about the Chargeback; and

b.   you will owe us an amount equal to the value of the Chargeback, which we may debit from your accounts in accordance with clauses A.3 and A.4.

B.11.3   If you want to dispute a Chargeback:

a.   you must assist us to dispute the Chargeback for you, including by providing us with any records or information that we reasonably request within any timeframes that we reasonably specify; and

b.   you may have the option for the Scheme to arbitrate the dispute. If you choose to arbitrate, you will owe us any fees levied by the Scheme in relation to the arbitration of which we give you prior notice, which we may debit from your accounts in accordance with clauses A.3 and A.4.

B.11.4   If you successfully dispute a Chargeback and:

a.   you have paid us, or we have debited you, the value of the Chargeback – we will repay you the value of the Chargeback; or

b.   you have not paid us, and we have not debited you, the value of the Chargeback – you will no longer owe us an amount equal to the value of the Chargeback under clause B.11.2(b).

B.11.5   We are not liable for any loss or damage you suffer due to our conduct of or involvement in a Chargeback dispute, except to the extent that the loss or damage is caused by the fraud, negligence, mistake or wilful misconduct of us, our employees, agents, contractors or representatives.

B.12   Security

B.12.1   You must comply with:

a.   any PCI DSS Requirements of which we notify you;

b.   any Transaction and Security Conditions we impose on your use of your Electronic Payments Facility; and

c.   any Scheme Rules or Requirements concerning security of which we notify you (see clause B.1.2).

B.12.2   If a Payment Service Provider supplies your Payment Gateway, you must ensure that the Payment Service Provider configures your Payment Gateway in accordance with any Transaction and Security Conditions we impose on your use of your Electronic Payments Facility.

B.12.3   If we have reasonable grounds to suspect that you may have suffered a security or data breach, on our request, you must give us access to your systems to investigate the suspected security or data breach, but only to the extent that the request is reasonably necessary in order to protect our legitimate interests.

B.13   Records and Statements

B.13.1   You must:

a.   keep reasonable records of each Transaction you process; and

b.   provide us with, or permit us to inspect, your records of a Transaction on our request, to the extent that the request is reasonably necessary in order to protect our legitimate interests.

B.13.2   Without limiting clause B.13.1(a), if you process Manual Transactions or Transactions under a Payment Arrangement, you must keep records to show that the Cardholder has authorised those Transactions.

B.13.3   We will issue a statement in relation to your Electronic Payments Facility each month and make it available to you on one or more Tyro Platforms.

B.13.4   You must check the statement for accuracy and notify us immediately if you believe there is an error on your statement.

HARDWARE

B.14   Rented Equipment

B.14.1   If you rent Equipment from us:

a.   we own the Equipment. You must not grant, attempt to grant or otherwise deal with any right or interest in the Equipment;

b.   after delivery of the Equipment to you, you are liable for any loss or damage to the Equipment, except to the extent that the loss or damage is caused by the fraud, negligence, mistake or wilful misconduct of us, our employees, agents, contractors or representatives; and

c.   if the Equipment is damaged or not operational, you must return the Equipment to us.

B.14.2   If you are liable for loss or damage to rented Equipment under clause B.14.1(b) and we reasonably decide to:

a.   repair the Equipment – you will owe us an amount equal to our reasonable costs to repair the Equipment; or

b.   replace the Equipment – you will owe us an amount equal to our reasonable costs to replace the Equipment,

which, in either case, we may debit from your accounts in accordance with clauses A.3 and A.4.

B.14.3   We may, acting reasonably, supply you with Equipment to replace your existing rented Equipment and require you to return your existing rented Equipment to us. If:

a.   we notify you that you must return the existing rented Equipment; and

b.   you do not return the existing rented Equipment within 10 Business Days,

you will owe us an amount equal to our reasonable costs to replace the Equipment, which we may debit from your accounts in accordance with clauses A.3 and A.4.

B.14.4   You must return any rented Equipment to us within 10 Business Days after termination of your Electronic Payments Facility. If you do not do so, you will owe us an amount equal to our reasonable costs to replace the Equipment, which we may debit from your accounts in accordance with clauses A.3 and A.4.

B.14.5   If you owe us an amount under clause B.14.2, B.14.3 or B.14.4, at your request, we will provide you with details of our relevant reasonable costs to repair or replace Equipment.

PAYMENT GATEWAYS

B.15   Integrating with Tyro eCommerce

B.15.1   You are responsible for integrating Tyro eCommerce with your online store, including if you engage a third party to complete the integration.

B.15.2   If we issue you with credentials (including security certificates, tokens or passwords) in connection with Tyro eCommerce, you must not use the credentials except to integrate with and use Tyro eCommerce.

B.15.3   If we notify you of changes to Tyro eCommerce in accordance with clause A.9 and you do not exercise your right to terminate this Agreement under clause A.9.4:

a.   you may need to update the integration between Tyro eCommerce and your online store to continue using Tyro eCommerce; and

b.   you are responsible for any costs you incur to implement such updates.

B.16   Using a Payment Gateway

B.16.1   We may, acting reasonably, impose specific Transaction and Security Conditions in relation to your use of your Electronic Payments Facility with a Payment Gateway (see clause B.12.1(b)).

B.16.2   Without limiting clause B.16.1, if you use your Electronic Payments Facility with a Payment Gateway, your website or online store must display:

a.   a complete description of the goods or services to which any Transaction relates;

b.   the price of the goods or services, including any applicable taxes and any costs of shipping, delivery or installation;

c.   information about the availability of Transaction receipts and any delivery requirements (eg signature on delivery);

d.   the currency in which any Transaction for goods or services will occur;

e.   contact details for a Cardholder to engage with you to seek information or resolve disputes;

f.   your business name (which must match, or be easy to reconcile with, the name that will appear on the Cardholder's bill), mailing address and country of residence;

g.   your refund policy (see clause B.7.1); and

h.   approved images of the Card types you accept (see clause B.3.7).

OPTIONAL FEATURES AND VALUE-ADDED SERVICES

B.17   Dynamic Currency Conversion

B.17.1   If you process Transactions with Dynamic Currency Conversion:

a.   you must not influence the Cardholder's decision whether to process a Transaction in Australian dollars or foreign currency;

b.   you must inform the Cardholder that, if they process the Transaction in foreign currency, they will incur a fee;

c.   you must provide the Cardholder with the receipt printed by the EFTPOS Machine;

d.   when processing a refund Transaction, you must process the refund in the same currency as the corresponding sale Transaction; and

e.   if a Transaction is subject to a Chargeback, the value of the Chargeback will be determined by reference to the foreign currency conversion rate at the time the Chargeback is raised.

B.17.2   You acknowledge that, in the circumstances outlined in clauses B.17.1(d) and B.17.1(e) above, you assume currency exchange risk which can result in you incurring substantial liability.

B.17.3   For Transactions processed using Dynamic Currency Conversion:

a.   for the purposes of clause B.10.1, we will credit your Settlement Account with Australian-dollar value of the Transaction proceeds;

b.   we will pay you a rebate on the Australian-dollar value of the Transaction proceeds (**DCC Rebate**), as specified in your Application or as notified to you in accordance with clause A.9;

c.   subject to the GST Law:

i.   we will issue a recipient created tax invoice each month in respect of any DCC Rebate payable to you for the preceding month; and

ii.   you will not issue tax invoices in respect of the DCC Rebate; and

d. if you have been paid a DCC Rebate in respect of a Transaction which is later the subject of a refund, Chargeback or reversal, you will owe us an amount equal to that DCC Rebate, which we may debit from your accounts in accordance with clauses A.3 and A.4.

B.18 Medicare Easyclaim

B.18.1 We provide Medicare Easyclaim as follows:

a. for all Medicare Easyclaim claims – we electronically transmit the claim to Services Australia and Services Australia assesses the claim to determine whether a benefit is payable; and

b. depending on the type of claim, a benefit may be payable to the claimant, you or a Medicare provider in accordance with Services Australia's specifications or requirements. This includes:

i. for a patient claim where the claimant has fully paid you – if authorised by Medicare to do so, we credit any benefit to the claimant's Card;

ii. for a patient claim where the claimant has not paid you or has paid you in part – Medicare is responsible for crediting any benefit to the claimant or you; and

iii. for a bulk bill claim by you – Medicare is responsible for crediting any benefit to the claimant or you.

B.18.2 If you use Medicare Easyclaim:

a. you must comply with all applicable legislation, government guidelines and requirements in relation to Medicare Easyclaim;

b. you must use an EFTPOS Machine to process the claim and any related Transaction, unless the Transaction cannot be processed by the EFTPOS Machine;

c. when processing a part-paid patient claim or a bulk bill claim, you must ensure that the claimant has assigned to you their right to any benefit and must retain evidence of the assignment; and

d. you acknowledge that claims may be rejected by Services Australia and you must manage settlement with Services Australia.

B.19 Private Health Claiming

B.19.1 Private Health Claiming is provided by us together with the Private Health Claiming Provider as follows:

a. we are responsible for electronically transmitting private health claim details and health fund responses between an EFTPOS Machine and the Private Health Claiming Provider; and

b. the Private Health Claiming Provider is responsible for processing private health claims, issuing health fund responses and ensuring that you are credited with any health fund payments.

B.19.2 You must have a separate agreement with the Private Health Claiming Provider which governs how it provides Private Health Claiming to you.

PAYMENT OF FEES AND CHARGES

B.20 Fees and charges

B.20.1 You must pay us:

    a. the fees and charges specified in your Application in the circumstances and calculated as set out in clause B.20.2;

    b. any other fees and charges notified to you in accordance with clause A.9; and/or

    c. any costs we reasonably incur in the recovery of any amount that you owe to us in connection with your Electronic Payments Facility.

B.20.2 The fees and charges that may be payable in connection with your Electronic Payments Facility, the circumstances in which they may be payable and how they are calculated are set out in the table below.

Fee or charge	When is the fee or charge payable? How is the fee or charge calculated?
Electronic Payments Facility – Transactions We charge fee(s) each time you process a Transaction using your Electronic Payments Facility (known as a Merchant Service Fee). How we calculate the fee(s) depends on the pricing you have agreed with us. Our pricing options are broadly split into 'Simple Pricing' and 'Cost-Plus Pricing'.	
Transaction Fee (Simple Pricing)	A Transaction Fee is payable each time you use your Electronic Payments Facility to process a Transaction. The fee is either calculated as a percentage of the dollar-value of the Transaction or is a fixed amount. The Transaction Fee may differ depending on the Card type and the Payment Interface you use to process the Transaction (eg depending on whether you are processing in-store or online payments).
Transaction Fee (Cost-Plus Pricing)	A Transaction Fee is payable each time you use your Electronic Payments Facility to process a Transaction. The fee is calculated by adding together: a. the interchange fee payable by us to a Card issuer in relation to the Transaction (see below); b. the scheme fee payable by us to a Scheme in relation to the Transaction;

Fee or charge	When is the fee or charge payable? How is the fee or charge calculated?
	c. an amount we calculate from time to time which reflects our cost per Transaction of other fees payable by us to the relevant Scheme; and d. an amount (known as the Merchant Acquiring Fee) that is either calculated as a percentage of the dollar-value of the Transaction or is a fixed amount. The Transaction Fee, including each component of the Fee, may differ depending on the Card type and the Payment Interface you use to process the Transaction (ie depending on whether you are processing in-store or online payments). Interchange fees for the following Schemes are published at: a. Mastercard: https://www.mastercard.com.au/en-au/business/overview/support/interchange.html b. Visa: https://www.visa.com.au/about-visa/interchange.html c. eftpos: https://auspayplus.com.au/brands/eftpos-interchange-fees-and-principles
Manual Transaction Fee	A Manual Transaction Fee is payable each time you use your Electronic Payments Facility to process a Manual Transaction. The fee is calculated as a percentage of the dollar-value of the Transaction. The Manual Transaction Fee applies in addition to the Transaction Fee for a Manual Transaction.
Switching Fee	A Switching Fee is payable each time you use your Electronic Payments Facility to process a Transaction in relation to which clause B.9 applies. The fee is calculated as a percentage of the dollar-value of the Transaction.
Chargebacks	See clause B.11 (Chargebacks).
Hardware	
EFTPOS Machine Rental	EFTPOS Machine Rental is payable monthly for each EFTPOS Machine that you rent from us, starting from the date we ship the EFTPOS Machine to you.
Private Health Claiming Fee	A Private Health Claiming Fee is payable monthly for each EFTPOS Machine that has Private Health

Fee or charge	When is the fee or charge payable? How is the fee or charge calculated?
	Claiming enabled, starting from the date we enable Private Health Claiming on the EFTPOS Machine.
Repair and replacement charges	See clause B.14 (Rented Equipment).
Tyro eCommerce	
Monthly Access Fee	A Monthly Access Fee is payable each month that we provide you with Tyro eCommerce, starting from the date we accept your Application for Tyro eCommerce.
Scheme and PCI DSS Liabilities	
Scheme or PCI DSS penalties, fines, fees, costs or expenses	See clause B.20.3.

B.20.3 If, due to your conduct or omission, we are liable to pay a penalty, fine, fee cost or expense pursuant to:

a. any Scheme Rules or Requirements of which we have notified you (see clause B.1.2); or

b. any PCI DSS Requirements of which we have notified you (see clause B.12.1),

you will owe us an amount equal to the penalty, fine, fee, cost or expense, which we may debit from your accounts in accordance with clauses A.3 and A.4.

B.21 No Cost EFTPOS

B.21.1 Subject to clause B.21.2, if you use our No Cost EFTPOS pricing model:

a. you are entitled to rent EFTPOS Machines from us and order EFTPOS Machine paper rolls for those EFTPOS Machines to meet your reasonable business needs at no cost to you; and

b. if you rent EFTPOS Machines from us or order EFTPOS Machine paper rolls for those EFTPOS Machines that exceed your reasonable business needs, we may, acting reasonably, charge you:

i. EFTPOS Machine Rental for each EFTPOS Machine that exceeds your reasonable business needs;

ii. for the paper rolls that exceed your reasonable business needs; and/or

iii. any related costs.

B.21.2   If, in a calendar month, you accept less than a specified dollar-value of Transactions (disclosed to you before you accept our No Cost EFTPOS pricing model or as notified to you in accordance with clause A.9), we will charge you EFTPOS Machine Rental for that month.

B.21.3   If we charge you under clause B.21.1(b), we will provide you with details of any such charges and costs if you request that we do so.

B.21.4   If you want to cease using No Cost EFTPOS but to continue using your Electronic Payments Facility:

a.   you will need to agree with us revised pricing, including fees and charges, for your Electronic Payments Facility; and

b.   your No Cost EFTPOS pricing will continue until you agree such revised pricing with us.

INTERPRETATION

B.22   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:

B.22.1   **Administrator** means a person you appoint to access, view and/or operate your Electronic Payments Facility in accordance with this Agreement.

B.22.2   **Authorisation** means our confirmation that the Card issuer has authorised a Transaction.

B.22.3   **Card** means a credit, debit, charge, purchase or other valid payment card, including an electronic representation or derivation of such a card, or a digital wallet that provides substantially similar functionality to a card.

B.22.4   **Cardholder** means a person to whom a Card is issued.

B.22.5   **Chargeback** means a Transaction in relation to which a Scheme notifies us that the Cardholder disputes the Transaction.

B.22.6   **Dynamic Currency Conversion** or **DCC** means the option for a Cardholder of certain Scheme-branded, international Cards to choose whether to process a Transaction in Australian dollars or a foreign currency.

B.22.7   **EFTPOS Machine** means a physical electronic device through which instructions may be transmitted to your Electronic Payments Facility.

B.22.8   **Electronic Payments Facility** means the facility for merchant acquiring and associated transaction processing services provided by us.

B.22.9   **Equipment** includes EFTPOS Machines and any ancillary hardware or accessories for EFTPOS Machines.

B.22.10   **Invalid Transaction** has the meaning given in clause B.4.2.

B.22.11 **Manual Transaction** means a Transaction in circumstances where you initiate the Transaction by manually entering or providing Card information into a Payment Interface, including Transactions processed:

a. by mail order or telephone order;

b. using virtual terminal functionality of a Payment Gateway; or

c. using the Voice Authorisation Process.

B.22.12 **Medicare Easyclaim** means the electronic lodgement and processing of bulk bill and patient claims with Medicare.

B.22.13 **Payment Arrangement** means an arrangement under which a Cardholder authorises you to process one or more Transactions in the future, without further authorisation from the Cardholder, if certain conditions are met.

B.22.14 **Payment Gateway** means an electronic payment interface through which instructions may be transmitted to your Electronic Payments Facility, including Tyro eCommerce.

B.22.15 **Payment Interface** means an EFTPOS Machine, Payment Gateway or the Voice Authorisation Process.

B.22.16 **Payment Service Provider** means a third party that supplies you with a Payment Gateway or other services related to your Electronic Payments Facility.

B.22.17 **PCI DSS Requirements** means the Payment Card Industry Data Security Standards, to the extent they are stated to apply to you, available at https://www.pcisecuritystandards.org/document_library/.

B.22.18 **Pre-Payment** means a sale Transaction for goods or services in circumstances where the Cardholder has agreed that you may process the Transaction before you provide the goods or services.

B.22.19 **Private Health Claiming** means the electronic processing of private health fund claims.

B.22.20 **Private Health Claiming Provider** means the third party service provider we partner with to provide Private Health Claiming.

B.22.21 **Refund** means a transaction to refund an earlier sale Transaction to the Card details associated with that sale Transaction.

B.22.22 **Reserved Proceeds** has the meaning given in clause B.10.5.

B.22.23 **Reserved Proceeds Period** means the period of time from when we enable you to process Transactions via the Electronic Payments Facility until we notify you that you have passed our review and verification processes, or we terminate this Agreement pursuant to clause A.15.

B.22.24 **Scheme Rules or Requirements** includes the rules and requirements, to the extent they apply to you, or you reasonably should know that they apply to you, comprised in:

Scheme Rules or Requirements	Available at
Visa Core Rules and Visa Product and Service Rules	https://www.visa.com.au/support/consumer/visa-rules.html
Mastercard Rules	https://www.mastercard.us/en-us/business/overview/support/rules.html
eftpos Technical, Operational and Security Rules	https://auspayplus.com.au/brands/eftpos-support#goto-industry
American Express Merchant Operating Guide	www.americanexpress.com.au/merchantopguide
American Express Data Security Operating Policy	www.americanexpress.com/datasecurity
American Express Data Security Requirements	www.americanexpress.com.au/dsr

B.22.25 **Settlement Account** means either:

a. if you have a Tyro Bank Account – the first Tyro Bank Account issued by us to you; or

b. otherwise – the bank account you nominate as your settlement account in your Application or by submitting the appropriate form to us.

B.22.26 **Transaction** means a sale, refund or cash out transaction using a Card or Card information.

B.22.27 **Transaction and Security Conditions** means the conditions subject to which we approve your Application for an Electronic Payments Facility or of which we otherwise notify you, 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 in connection with your Electronic Payments Facility; and

c. if you use a Payment Gateway with your Electronic Payments Facility – the content of your website or online store (see clause B.16).

B.22.28 **Tyro eCommerce** means the Payment Gateway and related functionality that we supply.

B.22.29 **Valid Transaction** has the meaning given in clause B.4.2.

B.22.30 **Voice Authorisation Process** means the process by which you may contact our customer support team to have a Transaction authorised.

Tyro Services are provided by:

Tyro Payments Limited

ABN 49 103 575 042

AFSL 471951

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