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Tyro Payments Limited ABN 49 103 575 042 AFSL 471951

## **Tyro Terms and Conditions**

### **F Tyro Connect Terms and Conditions**

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Effective: 17 November 2023

#### **TYRO CONNECT**

##### **F.1 Integration Hub**

- F.1.1 You may be required to accept an Integrated Software Provider's terms and conditions to use its Integrated Software with Tyro Connect. Your use of Integrated Software is governed by those terms and conditions.
- F.1.2 Subject to the requirements of any law, if we share Connect Data with you:
- a. the Connect Data may not be accurate or reliable, including because Connect Data shared by one Integrated Software may not be compatible with or supported by another Integrated Software; and
  - b. you should assess for yourself whether the Connect Data is accurate, reliable and sufficient for your purposes.
- F.1.3 Clause F.1.2 will have no effect to the extent that Connect Data is not accurate or reliable due to the fraud, negligence, mistake or wilful misconduct of us, our employees, agents, contractors or representatives.

##### **F.2 Card-Linked Loyalty**

- F.2.1 If we provide you with Card-Linked Loyalty:
- a. we will provide you with Connect Data for the purpose of you identifying Transactions processed by you with a Cardholder who participates in your loyalty program;
  - b. you are responsible for administering your loyalty program in accordance with the terms and conditions of your loyalty program and any associated advertising materials;
  - c. you must include in the terms and conditions of your loyalty program provisions to the effect that:
    - i. the Cardholder authorises you to share their transaction data with Tyro; and
    - ii. to the extent permitted by law, Tyro will not be liable for losses, liabilities, costs, expenses or damages caused, or arising out of any act or omission, by Tyro in relation to the loyalty program (other than losses, liabilities, costs, expenses or damages caused or arising due to the fraud, negligence,

mistake or wilful misconduct of Tyro, its employees, agents, contractors or representatives); and

- d. you must comply with the privacy requirements in clauses F.5.2 and F.5.3.

### **F.3 Fees and Charges**

F.3.1 You must pay us:

- a. the fees and charges specified in your Application; and/or
- b. any other fees and charges notified to you in accordance with clause A.9.

### **F.4 Liability (New Zealand)**

F.4.1 If you use Tyro Connect in New Zealand and the rights to use Tyro Connect granted under this Agreement are provided and acquired in trade, you and we agree to contract out of sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 (NZ) in relation to those rights.

## **PRIVACY AND CONNECT DATA**

### **F.5 Privacy**

F.5.1 You acknowledge that:

- a. your use of Tyro Connect involves sharing data and information, including Personal Information, with us and Integrated Software Providers about you and Cardholders for whom you process Transactions using your Electronic Payments Facility; and
- b. we may access, collect, use, disclose, store and otherwise handle any Personal Information shared to Tyro Connect in accordance with our Privacy Policy.

F.5.2 You must comply with the requirements of the Privacy Laws in relation to any Personal Information shared to Tyro Connect, including, if the Privacy Laws do not apply to you, as if the Privacy Laws did apply to you.

F.5.3 Without limiting clause F.5.2, you must obtain consents or authorisations from, and give notices to, a Cardholder or other individual as required by the Privacy Laws for:

- a. you to share Personal Information with us in connection with Tyro Connect; and
- b. us to disclose and use that Personal Information to provide you with Tyro Connect.

To satisfy paragraph (b) above, you must at least:

- c. take reasonable steps to ensure that all individuals whose Personal Information may be shared to Tyro Connect, including Cardholders, are aware that we collect, use and disclose their information,

including notifying them about the collection of their Personal Information in accordance with the Privacy Laws; and

- d. if you intend to use Connect Data for direct marketing in relation to an individual, take reasonable steps to ensure that you:
  - i. obtain the individual's consent to us disclosing their Personal Information to you for direct marketing purposes; and
  - ii. promptly notify us if any individual requests that their Personal Information not be disclosed for direct marketing purposes.

## **F.6 Connect Data**

- F.6.1 We own all right, title and interest in Connect Data, including any Intellectual Property comprised in our handling of Connect Data.
- F.6.2 If you share data or information with us that becomes Connect Data, to the extent that you have any right, title or interest in that data or information, you grant us a perpetual, irrevocable, royalty free, worldwide, exclusive, assignable and sub-licensable licence to use, share, reproduce, analyse, and store that data or information.
- F.6.3 You must not access, use, disclose, store or otherwise handle Connect Data except:
  - a. in accordance with this Agreement or as otherwise authorised by us in writing, acting reasonably; or
  - b. if you shared the Connect Data to Tyro Connect.

## **INTERPRETATION**

### **F.7 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:

- F.7.1 **App** means a digital application or service that is integrated with Tyro Connect.
- F.7.2 **Card-Linked Loyalty** means us providing you with Connect Data for you to identify Transactions processed by you using your Electronic Payments Facility with Cardholders participating in your loyalty program.
- F.7.3 **Cardholder** has the meaning given in clause B.22.
- F.7.4 **Connect Data** means any data or information shared to Tyro Connect, including after we have analysed, combined, manipulated or otherwise handled that data or information.
- F.7.5 **Electronic Payments Facility** has the meaning given in clause B.22.
- F.7.6 **Integrated Software** has the meaning given in Part A. To avoid doubt, in relation to Tyro Connect, it specifically includes Apps and POS Solutions.

- F.7.7 **Personal Information** has the meaning given in the Privacy Act 1988 (Cth).
- F.7.8 **POS Solution** means point-of-sale or practice management software that is integrated with Tyro Connect.
- F.7.9 **Privacy Laws** means, if you use Tyro Connect in connection with your business:
- a. in Australia – the Privacy Act 1988 (Cth); and
  - b. in New Zealand – the Privacy Act 2020 (NZ).
- F.7.10 **Tyro Connect** means:
- a. the software integration hub provided by us which facilitates information sharing between Integrated Software; and
  - b. any related functionality provided by us using Connect Data, including Card-Linked Loyalty.

Tyro Services are provided by:

**Tyro Payments Limited**

ABN 49 103 575 042

AFSL 471951

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