Merchant Facilities

Terms and Conditions

November 2025

Contents

Additional Services Schedules

1. These Terms and Conditions

These Terms and Conditions are part of your agreement with us governing the provision of Merchant Facilities to you. Please read them carefully and retain them for future reference.

Your Merchant Agreement consists of:

(i) A Letter of Offer and Acceptance (including any special conditions set out in the letter);

(ii) These Terms and Conditions including any applicable Additional Services Schedules;

(iii) The relevant Merchant Operating Guide for your Merchant Facility;

(iv) A Website Requirements Declaration (where applicable);

(v) Merchant Prepayment Exposure Declaration (when applicable);

(vi) A Merchant Application Form (when applicable);

(vii) Any documents relating to Security (when applicable); and

(viii) Any special conditions otherwise agreed in writing between us and you.

You agree to be bound by the Merchant Agreement from the commencement date shown on the Letter of Offer and Acceptance or from the date you start using your Merchant Facility (whichever is earlier).

You may cancel the Merchant Agreement at no cost before the earlier of (a) the first use of your Merchant Facility and (b) the date ten (10) Business Days from the commencement date shown on the Letter of Offer and Acceptance. Termination after the earlier of (a) the first use of your Merchant Facility and (b) ten (10) Business Days from the commencement date will be governed by clause 25.

In the event of any inconsistency or conflict between the terms of any of the documents that make up your Merchant Agreement the order of priority shall be as follows:

(i) The Letter of Offer and Acceptance (including any special conditions set out in the letter);

(ii) Any special conditions otherwise agreed in writing between us and you;

(iii) The relevant Merchant Operating Guide for your Merchant Facility;

(iv) These Terms and Conditions including any applicable Additional Services Schedules;

(v) A Secure Internet Site Declaration (where applicable);

(vi) Merchant Prepayment Exposure Declaration (when applicable);

(vii) Any documents relating to Security (when applicable).

Some words and expressions have special meanings in these Terms and Conditions. Those meanings are described in clause 40 and when you are reading these Terms and Conditions, you should refer to clauses 40 and 41.

Unless the context requires otherwise, any words or expressions defined in these Terms and Conditions have the same meaning when used in any document that forms part of the Merchant Agreement. Where there is a conflict between a meaning set out in these Terms and Conditions and another document that forms part of the Merchant Agreement, the meaning in the other document shall prevail.

2. Provision of Merchant Facilities

(i) We agree to provide you with Merchant Facilities in accordance with the Merchant Agreement. We agree to do this in exchange for you carrying out your obligations under the Merchant Agreement.

(ii) We will provide Merchant Facilities unless:

(a) the Merchant Agreement is terminated;

(b) the Merchant Facilities are suspended in accordance with the Merchant Agreement; or

(c) there is a change in Law or the requirements of a third party that enables the use or operation of Merchant Facilities or to any Nominated Card Scheme Regulations that prevents us providing Merchant Facilities.

(iii) You may request and we may authorise the use of Merchant Facilities by Additional Users where the relevant Merchant Facility allows and at our sole discretion.

(a) You must ensure that all Additional Users are made aware of and strictly comply with the Merchant Agreement.

(b) You acknowledge and accept that if we authorise the use of Merchant Facilities for an Additional User, you will be liable for all loss or damage suffered or incurred by us as a result of any breach of the Merchant Agreement by that Additional User.

(iv) Subject to the terms of the Merchant Agreement, Merchant Facilities may only be used by you and Additional Users and may not be used by, or on behalf of, any third party (including any associated company or related body corporate of yours), without our prior written authorisation.

3. Nominated Cards

(i) You must:

(a) accept all Nominated Cards in accordance with the Merchant Agreement; and

(b) stop accepting a Nominated Card immediately if:

(A) we provide you with a notice to do so; or

(B) any of the events described in clause 2(iii) occur.

(ii) You must not:

(a) accept a Nominated Card as payment for goods or services by mail, telephone or Internet order; or

(b) take Cardholder details via mail, telephone, facsimile or the Internet

unless we specifically authorise you to do so in writing.

(iii) You must not store any Cardholder data or details.

4. Accepting Nominated Cards and Permitted Uses

(i) You must accept valid Nominated Cards.

(ii) A Nominated Card is valid if:

(a) it has a current validity date (if applicable);

(b) it has not been visibly altered or tampered with in any way;

(c) it is signed on the back in the designated area for card signatures;

(d) the signature on the reverse has not been altered or defaced; and

(e) it meets the criteria for validity as set out in the relevant Merchant Operating Guide.

(iii) You must not:

(a) make any representation in connection with any goods or services or any Nominated Card which may bind us;

(b) make any representations to any Cardholder concerning our products or policies;

(c) pledge our credit in any way or take part in the preparation of any documents purporting to provide for credit to be provided by us to the Cardholder;

(d) engage in any conduct which is false, misleading or deceptive concerning goods or services you supply, our products or policies or in any other dealings with the Cardholder;

(e) use a Nominated Card in a Transaction to give a Cardholder cash. If the Nominated Card is a credit card, you can't give a Cardholder cash unless specifically instructed by ANZ that you can. If the Nominated Card is a debit card, you can give a Cardholder cash, unless specifically instructed by ANZ that you can't;

(f) use a Nominated Card in any Transaction to pay for goods or services where the Transaction is not a bona fide sale or where the Transaction is for the purpose of funding the working capital of your business;

(g) impose a minimum Transaction amount on a Cardholder or refuse to accept an otherwise valid Nominated Card on the basis that the amount of the Transaction is below a certain amount. You will not indicate that there is a requirement of a minimum Transaction amount either at the point of sale, in any published material or by way of any other medium; and

(h) in relation to Card Present Transactions, refuse to complete a Transaction if a Cardholder refuses to provide additional identification information such as an address and/or telephone number unless such information is required by Law to complete the Transaction and/or the information is required by the Card Issuer or us.

(iv) You can in relation to Card Not Present Transactions, refuse to complete a Transaction if a Cardholder refuses to provide additional identification information such as an address and/or telephone number if you have any concerns in relation to the validity of the Transaction or if required by the Card Issuer or us.

(v) With respect to Mastercard cards, you may choose to accept Mastercard Debit and Prepaid Cards only, Mastercard Credit Cards only, or both Mastercard Debit and Prepaid Cards and Mastercard Credit Cards. Where you choose to accept any of these cards, you must honour all such valid cards properly presented for payment by a Cardholder except where a Cardholder does not have purchasing privileges with you.

(vi) In relation to Card Not Present Transactions, you may refuse to complete a Transaction if a Cardholder refuses to provide additional identification information such as an address and/or telephone number if you have any concerns in relation to the validity of the Transaction or if required by the Card Issuer or us.

5. Processing Transactions

(i) You must only process Transactions using Merchant Facilities when authorised by us.

(ii) You must not process a Transaction on behalf of another person including another business or allow another person to use your Merchant Facilities unless that person is an approved Additional User under clause 2(iv).

(iii) You must use reasonable care in processing a Transaction to detect forged or unauthorised signatures or the unauthorised use or forgery of a Nominated Card. In particular, you must comply with specific requirements set out in the relevant Merchant Operating Guide or otherwise notified by us in writing to you.

(iv) If you are authorised to process Transactions via mail or telephone order you must ensure all goods are despatched to the Cardholder immediately after processing the sales Transaction through the Merchant Facilities, unless the Transaction is a Delayed Supply Transaction.

(v) You may be obliged to provide a Cardholder with a valid tax invoice as prescribed by relevant Laws.

(vi) Following each Transaction (other than mail, telephone and Internet orders or those processed via the IVR Authorisation and Settlement Service) you must immediately give the Cardholder a copy of the Transaction Receipt. When the Transaction is an Internet Transaction, the Cardholder must be able to print a Transaction Receipt from the Internet and when the Transaction is a telephone Transaction, you must provide the Cardholder with a receipt number for the Transaction and maintain a record of that receipt number. The Transaction Receipt must include the following:

(a) business name;

(b) business location;

(c) type of account;

(d) type and amount of the Transaction;

(e) date of the Transaction;

(f) time of the Transaction;

(g) Transaction record number; and

(h) confirmation that the Transaction has been approved or declined.

(vii) The information on the Cardholder Transaction Receipt must be identical to information on any other copy of the Transaction Receipt.

(viii) You must not split the value of any proposed Transaction into two or more separate Transactions.

(ix) Where you are authorised to accept a Nominated Card as payment for goods or services ordered by mail or telephone in accordance with clause 3(ii), if we reasonably determine that your conduct in processing Transactions in accordance with the Agreement may cause loss to you or us (through fraudulent activities or otherwise), we may withdraw that authorisation and require you to only process Transactions where the Nominated Card is presented by the Cardholder in person.

(x) You must prominently and clearly inform the Cardholder of your identity so that the Cardholder can readily distinguish you from any supplier of goods or services to you. You must also notify the Cardholder that you are responsible for:

(a) the sales Transaction including any goods or services that are the subject of the sales Transaction;

(b) all customer service relating to the sales Transaction;

(c) dispute resolution in connection with the sales Transaction; and

(d) performance of the terms and conditions of the sales Transaction.

(xi) You must process Transactions and verify the Cardholder's identity in accordance with the procedures set out in the ANZ Merchant Operating Guide.

(xii) If you are specifically authorised by us to accept a Nominated Card as payment for goods or services ordered by mail, telephone or Internet in accordance with clause 3(ii) or you are authorised by a Cardholder to process Recurring Transactions, you must ensure that the Transaction is correctly identified as a mail, telephone, Internet order or Recurring Transaction.

(xiii) If we and a Cardholder have authorised you to process Recurring Transactions, you must maintain appropriate business practices to ensure that the Cardholder's Nominated Card information remains current, accurate and complete (including the Nominated Card's expiry date where applicable) and comply with the terms and conditions for Recurring Transactions outlined in the Recurring Transactions schedule which forms part of the Additional Services Schedules.

(xiv) For Recurring Transactions, you are required to provide Cardholders with a means of informing you of changes to card account details and/or the Cardholder's wish to cancel payment arrangements. You are required to action any Cardholder request to change and/or cancel payment arrangements with five (5) Business Days of receipt of the Cardholder's request.

(xv) You must not, without our prior written consent, process Transactions for any goods or services unless delivery to the Cardholder will be completed within six (6) months of the date of the Transaction.

(xvi) You must comply with all applicable Laws, any obligations in the Merchant Agreement and any direction from us in carrying out your obligations in processing Transactions under the Merchant Agreement.

(xvii) You must ensure you process all Transactions in accordance with the requirements of any Nominated Card Scheme Regulations. You also agree to comply with any other requirements set by the Card Schemes that we notify to you. You agree to demonstrate your compliance with the Nominated Card Scheme Regulations if we request you do so.

(xviii) You must ensure that each Transaction is recorded in New Zealand dollars, except where we have given prior written approval to record Transactions in other currencies.

(xix) You acknowledge and agree that where we have agreed to provide you with the ability to accept Card Not Present Transactions that:

(a) processing Card Not Present Transactions may result in losses to your business if you process a Transaction that is later found to be fraudulent or is disputed by the Cardholder and then charged back to you;

(b) in providing you with suggestions on how to reduce the risk of fraudulent Transactions, we make no representation on the effectiveness of those suggestions nor in any way guarantee a reduction in or protection from fraudulent Transactions;

(c) any authorisation obtained for the Card Not Present Transaction does not guarantee that the legitimate Cardholder is initiating the Transaction or that the card has not been stolen or fraudulently used;

(d) you will follow best-practice procedures to reduce the likelihood of exposure to fraud including, but not limited to, the procedures detailed in the relevant Merchant Operating Guide and any security guide we provide; and

(e) we accept no liability for, and you agree to indemnify and keep us indemnified against, any direct losses, claims, damages, expenses, reasonable costs (including legal costs), liabilities (including penalties) or proceedings incurred or arising out of or as a consequence of, any Card Not Present Transaction.

(xx) If electronic processing is not available for any reason, including but not limited to a technical malfunction at the Switch or failure of the telecommunications links, you may process these Transactions as Electronic Offline Transactions in accordance with the Merchant Operating Guide relevant to your Merchant Facilities and these Terms and Conditions. Where we are the Card Issuer, we will not dishonour any payment made to you pursuant to an Electronic Offline Transaction that is an authorised Transaction and is for an amount that does not exceed the respective Electronic Offline Payment Limit. Electronic Offline Transaction functionality is not available for UnionPay.

(xxi) When completing an Electronic Offline Transaction you must:

(a) ensure that if the Transaction is stored within a point of sale device attached to the ANZ Merchant Facility, such point of sale device is secure against unauthorised access;

(b) not process any Debit or Credit Card Transactions that exceed the Electronic Offline Payment Limit;

(c) not use two or more Electronic Offline Transactions to effect one Transaction if the amount of the Transaction exceeds the Electronic Offline Payment Limit;

(d) retain a signed copy of the Transaction Receipt for at least eighteen (18) months.

(xxii) In all circumstances when an Electronic Offline Transaction is conducted, it must not be used to:

(a) provide a Cardholder with cash;

(b) process a Transaction where the card's magnetic strip, stripe or chip is unable to be read by the ANZ Merchant Facility;

(c) process a Transaction which has been previously declined;

(d) process a Transaction which could not be completed as a result of Cardholder PIN errors; or

(e) process a Transaction away from your normal site of business.

6. Authorisation

(i) Transactions authorised via Merchant Facilities where a PIN is used or a Contactless Transaction is made and an "Approved" message appears on the Merchant Facility Terminal or SoftPOS application are automatically authorised. Visa and Mastercard Credit Card Transactions which are completed via Merchant Facilities with an "Accept with Signature" message are also automatically authorised. UnionPay Credit Card Transactions which are completed via Merchant Facilities may prompt a "Signature Verified?" message and the Transaction will be authorised when you have confirmed verification by pressing "Enter". You must complete all the necessary security checks to validate the Nominated Card and Cardholder including but not limited to checking that the signature on the Nominated Card matches the signature provided at the time of the Transaction.

(ii) You should seek to retain the Nominated Card until authorisation is given. If you are requested by the Authorisation Centre to retain the Nominated Card, you must use your reasonable endeavours to do so if this can be done safely and deal with the Nominated Card in accordance with the instructions of the Authorisation Centre and the Merchant Operating Guide.

(iii) In the case of a Transaction involving a mail or telephone order, authorisation is not a representation or warranty to you that the purchase is made by the legitimate Cardholder.

(iv) Authorisation of a Transaction is not a representation or warranty by us to you that a Transaction is not an Invalid Transaction.

7. Refunds

(i) You must:

(a) establish a fair policy for giving Refunds and for exchanges or return of goods for sales Transactions;

(b) at all times act in accordance with the instruction for processing Refunds contained in the relevant Merchant Operating Guide;

(c) always process refunds to the same card used for the original purchase. Refunds should be processed from the same facility where the Transaction occurred. Do not give out cash or use alternative methods like bank transfers in place of processing a refund.

(ii) In order to minimise unauthorised use of Refunds you must:

(a) store any PIN, or any other credential required to complete a Refund, in a safe place and keep any PIN confidential;

(b) regularly review your financial records to identify any potential misuse of the Refund system;

(c) ensure you have security processes in place to ensure that only authorised staff are able to process Refunds.

(iii) If you have a Worldline Merchant ID number, lost or stolen Refund cards cannot be deactivated. You must contact Worldline immediately to get a replacement card.

(iv) The secure operation of any Refund functionality is your responsibility. ANZ will not be liable for any loss or damage arising out of the misuse of the Refund facility. If, for any reason, Refunds exceed sales on a given trading day, your settlement account will be debited for that difference.

8. Transaction Information

(i) Transactions will be settled in accordance with the days and timeframes outlined in the relevant Merchant Operating Guide and any other directions from us.

(ii) You must retain information about a Transaction for a period of eighteen (18) months from the date of the Transaction or such other period required by Law or notified by us. The relevant Merchant Operating Guide sets out the information about a Transaction which you must retain.

(iii) You must destroy any information about the Transaction on the later of:

(a) the expiry of the eighteen (18) month period; or

(b) the date on which you have no further business or legal reason for retaining the information.

(iv) When required under clause 8(iii) above, you must ensure that Cardholder data is destroyed and not seek to recover or reconstruct Cardholder data. You must ensure that Cardholder data is destroyed in the following manner:

(a) shred, incinerate or pulp hard copy materials so that Cardholder data cannot be reconstructed; and

(b) render Cardholder data on electronic media unrecoverable so that Cardholder data cannot be reconstructed.

(v) You must provide any information about a Transaction which is requested by us within five (5) Business Days of receipt of the request.

(vi) You must provide any information or reporting reasonably required by us regarding any Transactions.

9. Settlement of Transactions

(i) We agree:

(a) to accept all Transactions processed by you in accordance with the Merchant Agreement and, subject to the other provisions of the Merchant Agreement, to credit your Nominated Settlement Bank Account with the full amount of such Transactions on the basis that the Debt due by the Cardholder to you in respect of the Transaction is extinguished; and

(b) to accept all Refund Transactions processed by you in accordance with the Merchant Agreement and to debit your Nominated Bank Accounts with the full amount of each Refund Transaction.

(ii) We will issue a monthly Transactions statement to you including a summary of the number and total amount of all Transactions processed by us and settled to your Nominated Settlement Bank Account during the previous month.

(iii) Once settlement is effected, we will use all reasonable endeavours to ensure that you receive value on the next day.

(iv) You may initiate settlement in respect of all or any of your Merchant Facility Terminals for the sum of the value of Online Transactions since your previous settlement as set out in the Merchant Operating Guide.

(v) If, at the end of the daily settlement period, you have not initiated settlement, we will take all reasonable steps to force settlement and credit or debit (as the case may be) your Nominated Settlement Bank Account with the aggregate of the Online Transactions for that day. We shall not be liable for any loss or costs incurred by you not effecting settlement.

(vi) Where we are aware or have reason to believe that:

(a) a Transaction or Invalid Transaction is fraudulent or a counterfeit Nominated Card has been used; or

(b) we receive notice of any claim or dispute in relation to any Transaction; or

(c) we receive unclear or conflicting instructions relating to any Transaction,

we reserve the right for a period of thirty (30) days to:

(d) withhold payment to your Nominated Settlement Bank Account and immediately re-route the Transaction to a suspense account; and/or

(e) prevent the debit of that part of the balance of your Nominated Bank Accounts or any account held by you with us, as is equal to the amount we estimate may become owing to us by you in respect of that Transaction.

During that 30 day period, we will investigate the Transaction to determine whether we will either:

(f) refuse to process the Transaction and return the Transaction to you; or

(g) if the Transaction has been processed, charge that Transaction back to you; and

(h) set-off amounts owing to us by you in respect of that Transaction against funds standing to the credit of any Nominated Bank Accounts or any account held by you with us.

(vii) If a Transaction is a Delayed Supply Transaction, you agree that we may, at our sole discretion, immediately re-route the Transaction to a suspense account. We will make the proceeds in the suspense account available to you if you can supply evidence to our satisfaction that you have supplied the goods and services to which the Delayed Supply Transaction relates (if part of the goods or services have been supplied then you will only be entitled to the portion of the proceeds due in respect of the part supplied) or we agree otherwise.

(viii) You agree that if:

(a) you fail to pay any penalty imposed by the Nominated Card Schemes (whether imposed on us or you directly) in accordance with the Merchant Agreement;

(b) we reasonably suspect you of any fraudulent or suspicious activity;

(c) we assess you as a high credit or fraud risk;

(d) you have materially breached the Merchant Agreement; or

(e) we otherwise determine on reasonable grounds that it is justified in order to prevent loss to you or us,

we may, at our sole discretion, immediately retain some or all of your settlement proceeds in a separate suspense account. In such cases we will make the proceeds in the suspense account available to you when:

(f) we are satisfied that none of the matters or circumstances listed in subclauses (a) to (e) above apply or exist, or such matters or circumstances have been remedied to our reasonable satisfaction (in each case, as applicable); and/or

(g) we are satisfied that no Transactions will be charged back by Cardholders.

(ix) For the avoidance of doubt, you acknowledge that you have no ownership of any funds transferred to a suspense account until those funds are transferred to your Nominated Settlement Bank Account, and that no interest is payable on the funds while they are held by us.

10. Invalid Transactions

A Transaction is invalid if:

(i) the Transaction is illegal, including, without limitation, because it is in breach of any Law governing, for example, the sale of prescription medicines, controlled substances or other regulated products;

(ii) the date of the Transaction is a date after the Merchant Agreement was suspended or the Nominated Settlement Bank Account and/or Nominated Charges Bank Account is frozen in accordance with clause 24 or terminated in accordance with clause 25;

(iii) you process the Transaction knowing (or in circumstances where you should have known) that the signature on the Transaction Receipt is forged or unauthorised;

(iv) you process the Transaction knowing (or in circumstances where you would reasonably be expected to know) that the Nominated Card is used without the authority of the Cardholder or in the case of a mail or telephone order authorised by us in accordance with clause 3(ii), the Transaction is not authorised by the Cardholder;

(v) you were notified by us not to accept the Nominated Card used in the Transaction;

(vi) the Nominated Card used in the Transaction is not a valid Nominated Card referred to in clause 4;

(vii) the Transaction is recorded in a currency other than New Zealand dollars, except where we have given prior written approval to you to record Transactions in other currencies;

(viii) the particulars on the copy of the Transaction Receipt given to the Cardholder are not identical with the particulars on any other copy;

(ix) the price charged for the goods or services to which the Transaction relates is more than your normal price which is charged to the general public, except where the additional amount represents the amount of any Surcharge Fee properly incurred or charged by you;

(x) the Transaction requires authorisation by us and you do not obtain such authorisation; or for Recurring Transactions, the Transaction is unauthorised and/or does not contain a Recurring Transactions flag;

(xi) in our reasonable opinion the Transaction relates to one or more purchases made in the same Merchant establishment which have been split into two or more Transactions in an attempt to avoid the Electronic Offline Payment Limit;

(xii) you have arranged without our consent for a person other than you to supply goods or services;

(xiii) you process the Transaction knowing (or in circumstances where you should have known) that the Transaction is fraudulent;

(xiv) the Cardholder has not received the goods or service as required by the terms of the Transaction (and, in the case where you are not the provider of the goods or services and act as agent for the provider of the goods or services, the goods or services have not been provided by the principal) and you have failed to provide us with proof of receipt of, and satisfaction with, the goods or services by the Cardholder within five (5) Business Days of our request to do so;

(xv) the goods or services to which the Transaction relates were supplied from outside New Zealand;

(xvi) in the case of a Transaction being a mail or telephone order authorised by us in accordance with clause 3 (ii), you did not record the Cardholder's identification details and the expiry date (where applicable) of the Nominated Card as required by the relevant Merchant Operating Guide;

(xvii) except in the case of a mail or telephone order authorised by us in accordance with clause 3(ii), the Nominated Card was not presented to you;

(xviii) you have not otherwise complied with the Merchant Agreement in connection with the Transaction and we are of the reasonable opinion that such non-compliance may result in either us or you suffering a loss;

(xix) the Transaction is processed by you on behalf of another person, or you have allowed another person to use your Merchant Facilities in connection with the Transaction unless that person is an approved Additional User under clause 2(iv);

(xx) you have accepted a Nominated Card as payment for goods and services by mail or telephone order without specific authorisation in writing by us under clause 3(ii);

(xxi) you bill the amount of the Transaction direct to the Cardholder or receive payment through the use of another card or by any other means;

(xxii) the card number or truncated card number appearing on the Transaction Receipt does not correspond with the card number printed, encoded or otherwise shown on the Nominated Card used for the Transaction;

(xxiv) you fail to lodge Transactions with us for settlement in accordance with clause 9(i);

(xxv) the same Transaction is processed by you more than once;

(xxvi) you key-enter incorrect Transaction details into the relevant Terminal or key enter the Transaction otherwise than in accordance with the relevant Merchant Operating Guide;

(xxvii) you manually process a Transaction using a damaged Nominated Card which is not a valid Nominated Card referred to in clause 4;

(xxviii) in our reasonable opinion, the Cardholder justifiably disputes liability for the Transaction for any reason or has not received the goods or services purchased;

(xxix) the Cardholder disputes the Transaction and/or makes a claim for set off or counter claim in respect of the Transaction against us;

(xxx) the Transaction was processed in breach of the requirements of any Nominated Card Scheme Regulations under clause 5(xvii) or by any other method determined by us; and/or

(xxxi) the Transaction is not authorised by us or the authorisation request is declined for any reason.

11. Right to Dishonour

In the event that you process an Invalid Transaction, you acknowledge that the Card Issuer and, in the case of a Refund, we have the right, but not the obligation, to dishonour the Transaction. For the avoidance of doubt, where the amount of an Electronic Offline Transaction exceeds the Electronic Offline Payment Limit and the Cardholder's Nominated Account has insufficient funds, the Card Issuer shall have the right, but not the obligation, to dishonour the whole amount of the Electronic Offline Transaction.

12. Chargeback

(i) If a Transaction is an Invalid Transaction, we may, at our sole discretion (and without a request or demand from a Cardholder):

(a) refuse to accept the Transaction; or

(b) if the Transaction has been processed, at any time within eighteen (18) months of the date of the Transaction, charge that Transaction back to you by debiting the Nominated Bank Accounts or otherwise exercising our rights under the Merchant Agreement.

(ii) If we receive a Chargeback request from a Card Issuer (whether initiated by the Cardholder or directly by the Card Issuer), then we will follow the requirements of the relevant Nominated Card Scheme Regulations. These may result in the Transaction being charged back to you.

(iii) If we receive a payment from a Cardholder relating to an Invalid Transaction that has been charged back to you, we will pay an amount equal to that payment to you less any amount which we are entitled to withhold or set-off under the Merchant Agreement.

(iv) Despite any contract, arrangement or understanding to the contrary, in respect of all Transactions processed by you, the Cardholder will be entitled to initiate a Chargeback of the Transaction to you where permitted in accordance with relevant Nominated Card Scheme Regulations.

(v) You must not impose a requirement that the Cardholder waive any right to dispute a Transaction or pay you a fee in the event that the Cardholder chooses to exercise any right to dispute a Transaction.

(vi) The relevant Merchant Operating Guide provides a list of the most common Chargeback reasons (where applicable to that Merchant Facility) and what you can do to minimise your risk of receiving Chargebacks.

13. Nominated Bank Accounts

(i) You must maintain a Nominated Settlement Bank Account and Nominated Charges Bank Account for the term of the Merchant Agreement. These accounts must be New Zealand based, New Zealand dollar Transactional bank accounts. These accounts can be the same account if permitted by us.

(ii) You authorise us to debit and credit your Nominated Bank Accounts for the purposes of the Merchant Agreement.

(iii) We reserve the right, acting reasonably, to require you to maintain a minimum credit balance in any Nominated Bank Accounts during the term of the Merchant Agreement. Any such minimum credit balance will be notified by us to you from time to time.

(iv) Where approved, for any Nominated Bank Account held with a financial institution other than us, you must provide us with a properly completed direct debit authority.

14. Information Collection, Storage and Disclosure

14.1 General

(i) You must not sell, purchase, provide or exchange any information or document relating to a Cardholder, a Cardholder's account number or a Transaction to any person other than us, the Card Issuer or as required by Law. You may disclose such information or document to your employees, contractors or agents as necessary in the course of conducting your business.

(ii) You must not request or retain a Cardholder's PIN, password or other code or information that can be used to access a Cardholders account.

(iii) You must not capture or record any information relating to, a Nominated Card or Cardholder, unless the capture of information is required to process a Transaction being made at that time or for the purposes of processing Recurring Transactions against that Nominated Card which have been authorised by the Cardholder. You may only record the card account number, expiration date and name of the Cardholder. You must not capture the card security code (CSC), and any record of the CSC must be immediately destroyed after processing a transaction.

(iv) You must not record, store, replicate or otherwise use any information relating to a Nominated Card or Cardholder data for any purpose other than to comply with your obligations under the Merchant Agreement.

(v) You must ensure that any full card-read data in respect of Nominated Cards accessed by you in connection with a Transaction (or otherwise in connection with the Agreement) is stored only by you on an electronic file in a secure environment with restricted access in compliance with the Compliance Requirements, for the sole purpose of providing documentation for exception processing. You must not record, store, replicate or otherwise use full card-read data for any other purpose.

14.2 Nominated Card Scheme Obligations

(i) You must provide us with a Compliance Action Plan (if required by any Nominated Card Scheme for the purposes of complying with the Payment Card Industry Data Security Standards ("PCIDSS") within ninety (90) days of receiving a request from us to do so. You must also comply with all Nominated Card Scheme Regulations as specified in the Agreement or otherwise notified to you from time to time, including any obligations regarding compliance with the PCIDSS. We will notify you of any such obligations and, to the extent practicable, will provide you with a reasonable period of time to comply with such obligations.

(ii) We will notify you of any non-compliance alert received from a Nominated Card Scheme as a result of any breach of the Nominated Card Scheme Regulations ("ANZ Notice"). The ANZ Notice will:

  (a) specify any actions or remediation works to be undertaken by you in order to rectify the breach set out in the alert from the Nominated Card Scheme;

  (b) notify you of the deadline for rectifying the breach set out in the alert; and

  (c) (provided the alert was received in written format) enclose either a copy of the alert or an extract of the alert (determined at our sole discretion) received from the Nominated Card Scheme.

(iii) You must comply with the terms of any ANZ Notice by the deadline specified by us.

(iv) If you fail to comply with the terms of the ANZ Notice; or are otherwise in breach of Nominated Card Scheme Regulations, we may receive a breach notification (which may include a fine and/or penalty) from a Nominated Card Scheme ("Breach Notice"). You acknowledge that we may receive a Breach Notice without having received a non-compliance alert from the Nominated Card Scheme. If we receive a Breach Notice, we will:

(a) promptly notify you of the Breach Notice and (provided the notice was received in written format) provide a copy of the notice or an extract of the notice (determined at our sole discretion) to you;

(b) notify you of the deadline for paying the fine and/or penalty (such deadline not to exceed thirty (30) days from the date of our notice); and

(c) provide you with the opportunity to discuss the nature of the Breach Notice and any actions or remediation works which may be necessary to assist you avoid another Breach Notice in respect of the same matter in the future, providing however that any discussions between the parties does not waive or otherwise remove your obligation to pay the fine and/or penalty imposed by the Nominated Card Scheme.

(v) You must pay the fine and/or penalty detailed in the Breach Notice to us within the timeframe specified by us and in a manner agreed between the parties.

(vi) For the avoidance of doubt, you agree that you are liable for all fines and/or penalties imposed by the Nominated Card Schemes (whether imposed on us or you directly) as a result of your breach of the Nominated Card Scheme Regulations.

(vii) In this clause 14.2, "you" means the person named as the Merchant in the Letter of Offer and Acceptance ("Person") or, where appropriate, a service provider appointed by the Person to carry out any function which is in any way connected with Merchant Facilities ("Service Provider"). It is the Person's obligation to notify a Service Provider of its obligations under this clause.

14.3 Privacy and Confidentiality

(i) You agree that we can collect, use and disclose information about you and your business in accordance with our Privacy Statement, which is expressly incorporated into the Agreement, and otherwise as notified below in this clause 14.3. Our Privacy Statement is available at anz.co.nz/privacy. If you prefer a print version it is available to download as a PDF or from any ANZ branch.

(ii) If you are a company or other similar legal entity, you agree to obtain the consent of your directors and shareholders for us to use and disclose information as provided in this clause 14.3.

(iii) Any information you provide to us will be kept strictly confidential and will be securely held by us and other companies within the ANZ Group. If you are an individual, you have the right to access your personal information (within the meaning of the Privacy Act 2020) and request correction of any errors in that information. A fee may be payable for this. More information about access and correction can be found in our Privacy Statement.

14.4 Collection of Information

(i) We may collect and use and disclose your information as set out in our Privacy Statement and otherwise:

(a) to provide information about a product or service;

(b) to enable ANZ or companies within the ANZ Group to provide a product or service;

(c) to consider your request for a product or service;

(d) to meet our obligations under the Agreement;

(e) to administer, manage and monitor any contracts and banking facilities you have with us or other companies in the ANZ Group or manage our relationship with you;

(f) to provide you with a product or service;

(g) to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;

(h) to perform administrative and operational tasks (including, for ANZ Group: risk management, debt collection, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);

(i) to identify, prevent or investigate any actual or suspected fraud, unlawful activity, misconduct or threats to our systems (this includes monitoring traffic and information to and from our website and other IT systems for those purposes); and

(j) as required by relevant Laws, and external payment systems.

(ii) We may obtain information and make enquiries about you as we consider warranted from any source, including credit reference agencies and other companies within the ANZ Group. We may contact the source of any information that you provide to us in order to check the accuracy of the information and you authorise any person we approach to provide the above information to us.

14.5 Absence of relevant information

(i) If you do not provide some or all of the information requested, we may be unable to provide you with Merchant Facilities.

14.6 Providing your information to others

(i) We may provide your information as set out in our Privacy Statement, and otherwise to:

(a) another member of the ANZ Group;

(b) any outsourced service provider to ANZ Group (for example mailing houses or debt collection agencies);

(c) an alliance partner or other third party with whom we have a relationship for the purpose of promoting or using that alliance partner's or third party's products or services (and any of the alliance partner's or third party's outsourced service providers);

(d) credit reporting agencies;

(e) government agencies;

(f) other parties ANZ Group is authorised or required by Law to disclose information to; participants in the payments system (including Nominated Card Schemes, payment organisations and merchants (including providing details of excessive Chargebacks or Invalid Transactions)) and other financial institutions (such as Card Issuers);

(g) insurers and re-insurers;

(h) any person who introduces you to us;

(i) your referee(s), sureties or assignees or potential sureties or assignees;

(j) anyone who assists us to identify, prevent or investigate fraud, unlawful activity, misconduct or threats to our systems; and

(k) your representatives (for example your lawyer, administrator, attorney or executor).

You agree we may not be able to tell you that a request has been received for information and that information has been provided.

(ii) You agree that we may disclose information about you to credit reference agencies or debt collection agencies, including details of any defaults in payments or repayments of your financial facilities. Those agencies may retain that information and provide it to their customers who use their credit reporting services.

(iii) You agree that the ANZ Group may disclose any information concerning you to any law enforcement, regulatory agency or court where required by any law or regulation in New Zealand or elsewhere. If the ANZ Group receives a request from certain agencies to release your information, we may not be able to tell you that the request has been received and/or that information has been provided. The ANZ Group may also disclose information to the police, certain government agencies or other financial institutions where we reasonably believe that the disclosure will assist in the investigation, detection and/or prevention of fraud or other criminal offences.

(iv) Where you do not want alliance partners or third parties that we have a relationship with to tell you about their products or services, you may withdraw your consent.

15. Audit

If there is a dispute involving a Transaction or we suspect that fraud is involved, you authorise us, or our agent, to enter your Premises during normal business hours to examine and take copies of your book of accounts and records.

16. Fees, Charges and Other Payments

(i) You must pay to us the fees, charges, fines and/or penalties associated with the provision of Merchant Facilities and described in the Merchant Agreement (both actual and contingent) and the Letter of Offer and Acceptance (plus GST if any) by direct debit from your Nominated Charges Bank Account at the times and in the manner set out in the Merchant Agreement and the Letter of Offer and Acceptance (as the case may be), as varied under clause 27 from time to time.

(ii) You authorise us (or instruct your Bank) to debit the Nominated Bank Accounts or debit from any settlement amounts payable by us to you without notice for:

(a) all fees, charges and costs owing to us by you under the Merchant Agreement;

(b) the value of any over credits paid by us to you due to errors and omissions;

(c) all credits paid by us in respect of Transactions which are Invalid Transactions;

(d) the full amount of any Refund Transaction less any amounts in respect of such Transaction already debited to the Nominated Bank Accounts;

(e) all Taxes incurred or payable by us in connection with the Merchant Agreement and any Transaction contemplated by the Merchant Agreement;

(f) all fines, penalties and other charges incurred by us as a result of any act or omission by you that breaches the Merchant Agreement;

(g) any fees, charges or penalties imposed on us by any Nominated Card Scheme as a result of any act or omission by you that breaches the Merchant Agreement;

(h) all fines and/or penalties levied by a Nominated Card Scheme as a result of your breach of any Nominated Card Scheme Regulations specified in the Merchant Agreement or otherwise notified to you from time to time;

(i) interest (plus GST if any) on any amount that is not paid when it is due. The applicable interest rate will be set at our bank overdraft rate as at the first Business Day of the month that the amount was due to be paid; and

(j) all other amounts owing to us by you under the Merchant Agreement.

If we debit the Nominated Bank Accounts, we will give you written notice that we have done this.

(iii) You must pay on demand by us any amount referred to in clause 16 which remains unpaid by you because there are insufficient funds in the Nominated Bank Accounts to satisfy the payment of that amount in full.

(iv) We reserve the right to vary the fees and charges in accordance with clause 27.

(v) All fees, charges and other payments payable pursuant to the Merchant Agreement will be charged plus GST (if any).

17. Merchant Operating Guide

We will provide you with a copy of the relevant Merchant Operating Guide at our cost. The relevant Merchant Operating Guide includes procedures and other information you require for the day-to-day operation of ANZ Merchant Facilities, including requirements set down under Nominated Card Scheme Regulations. It forms part of your Merchant Agreement.

18. Credit Card Surcharge Fee

(i) Under the Nominated Card Scheme Regulations in New Zealand, you are permitted to charge Visa, Mastercard and UnionPay Credit Card Cardholders a Surcharge Fee when these cards are used in a Transaction.

(ii) When applying a Surcharge Fee you must ensure you comply with any legal or other regulatory requirements or restrictions relating to surcharges. In any event you must (unless otherwise prohibited) as a minimum:
   (a) ensure the Surcharge Fee is clearly disclosed to the Cardholder prior to the completion of the Transaction and give the Cardholder the opportunity to cancel once the Surcharge Fee has been disclosed;
   (b) ensure the Surcharge Fee is processed as part of the total amount of the Transaction and not collected separately;
   (c) ensure the Surcharge Fee bears a reasonable relationship to your cost of accepting Visa, Mastercard and UnionPay Credit Cards for payment;
   (d) ensure the Surcharge Fee is not described as, or inform the Cardholder that it is, a charge imposed by Visa, Mastercard, UnionPay, us or a financial institution; and
   (e) prominently display notices or signs (to a minimum of 10pt Arial font) disclosing that a Surcharge Fee is charged. Such notices or signs must be in conspicuous location(s) at the physical point of sale. In the absence of a physical point of sale, such notices or signs must be communicated clearly prior to the Transaction being processed.

(iii) If a surcharge is levied on a Cardholder in circumstances other than those set out in this clause 18, you will be liable for the cost of compensating any Card Issuer which successfully effects a Chargeback against us for the amount of any surcharge levied to a Cardholder by you.

19. Indemnity

(i) You indemnify us and agree to keep us indemnified against all claims, damages, actions, direct losses and liabilities (including all fines, penalties and other charges incurred as a result of action by you) suffered or incurred at any time, arising directly or indirectly from:
   (a) your negligence or fraud or the negligence or fraud of an Additional User, employee, contractor or agent of yours;
   (b) your failure, or the failure of an Additional User, employee, contractor or agent of yours, to observe any of your obligations under the Merchant Agreement;
   (c) any dispute arising between you and the Cardholder in respect of the supply, use, quality or fitness for purpose of goods or services;
   (d) any dispute between us or the Card Issuing Organisations, as the case may be, and any Cardholder where the Cardholder or us or the Card Issuing Organisations, as the case may be, dispute liability as a result of a good, or service that you provide or otherwise as a result of your conduct;
   (e) any misuse of ANZ Merchant Facilities by you or your Additional Users, employees, contractors or agents;
   (f) any representation, warranty or statement made by you or your Additional Users, employees, contractors or agents to the Cardholder; or
   (g) any misrepresentation, breach of contract and/or failure of consideration relating to any contract for the supply of goods or services by you (or an Additional User, employee, contractor or agent) to a Cardholder.

   Except that you are not obliged to indemnify us against any Liabilities to the extent such Liabilities are solely the result of our fraud, wilful default or negligence.

(ii) If you fail to process Transactions in accordance with any material provision of any Nominated Card Schemes Regulations applying generally across all merchants and notified by us in writing then, in addition to any remedy we may have elsewhere in the Merchant Agreement, you agree to indemnify us and keep us indemnified against all Liabilities suffered or incurred by us under any such Nominated Card Scheme Regulations as a result of your breach.

(iii) Where ANZ reasonably determines that there is an amount payable under this indemnity, ANZ may withdraw that amount from your Nominated Bank Accounts or any other account you have with us.

(iv) In addition to any other rights or remedies set out in this clause 19, you will indemnify us against all liabilities suffered or incurred by us as a consequence of any claim, damage, action, loss or liability of an Additional User arising out of any act or omission of yours or use by any Additional User of the Merchant Facilities.

20. ANZ Liability

(i) To the extent permitted by Law, we will not be responsible for any Liabilities (whether direct, indirect, consequential or otherwise) suffered or incurred by you under or in connection with the Merchant Agreement including, but not limited to, loss and damage:

(a) suffered or incurred because your Merchant Facilities, the Card Payment System, or any telephone line or other communications device or service is malfunctioning or not operating;

(b) arising from any security breach, if you have acted fraudulently (either alone or together with any other person), if you have installed applications on any devices associated with or required for your Merchant Facility other than those available from any application store specifically authorised by ANZ or if you have caused or contributed to that loss, for example, by failing to comply with any term of the Merchant Agreement;

(c) suffered as a result of any other person accessing and using your Merchant Facilities;

(d) resulting from your access or use, or attempted access or use, of your Merchant Facilities;

(e) resulting from our failure to credit the Nominated Settlement Bank Account due to technical or administrative difficulties relating to the banking system or Card Payment System used for the transfer of funds to the Nominated Settlement Bank Account;

(f) to any Electronic Device (including any information or applications on that Electronic Device) owned or operated by you, including as a result of ANZ Merchant Facilities or use of the ANZ FastPay Tap App.

To remove any doubt and without limiting the generality of this provision, some Merchant Facilities are dependent on messaging, communications, processing and other systems which are subject to interruption or breakdown for a variety of reasons. Where this is the case we will take all commercially reasonable steps to reduce the duration should such interruption or breakdown occur but will not otherwise have any liability for any failure, delay or other matter resulting from it.

(ii) If, despite the other provisions of the Merchant Agreement, we are found to be liable to you under or in connection with the Merchant Agreement then, without limiting your obligation to indemnify us as set out in clause 19, our total liability to you in connection with each event or series of events giving rise to liability is limited to an amount equal to two (2) months' Merchant Service Fees at the rate prevailing at the time the liability arose.

(iii) For the avoidance of doubt, this clause does not apply where the loss or damage is attributable to the negligence or wilful default of ANZ.

21. Third Party Bureau Services

We are not responsible for the acts or omissions of any third party which provides services, including processing services, to you in connection with your Merchant Facilities. For the avoidance of doubt, we are not liable for any losses, claims, damages, costs, terms or expenses suffered by you (including consequential loss) arising from or in connection with any act or failure to act by such third party in connection with a Transaction.

22. Appointment of Agent, Subcontractor or Other Party

(i) You must not appoint any agent or subcontractor or a person acting in any other similar capacity (an Appointee) to carry out the performance of any of your obligations under the Merchant Agreement without our prior, explicit written consent.

(ii) If we agree to the appointment of an Appointee you will be responsible for any act or omission of that Appointee as if you had performed such act or omission.

23. Representations and Warranties

(i) When you supply Transaction details to us you represent and warrant to us that:

(a) all Transaction details are true and correct;

(b) you have complied with the requirements of the Merchant Agreement applicable to processing of Transactions;

(c) you are not aware of any fact which would cause the Transaction to be an Invalid Transaction;

(d) you have complied with all applicable Laws in carrying out your obligations in connection with the Transaction under the Merchant Agreement; and

(e) the information you have provided us in the Application remains true and correct and not misleading in any material respect.

(ii) You represent and warrant to us that you have power to enter into and perform your obligations under the Merchant Agreement and that the Merchant Agreement is valid, binding and enforceable against you.

(iii) You represent and warrant to us that the information you have provided us in the Application is true and correct and not misleading in any material respect.

(iv) You acknowledge that the issue of a Nominated Card to a Cardholder is not a representation or warranty by us or the Card Issuer as to the Cardholder's credit worthiness or identity.

(v) Unless you have disclosed to us that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into the Merchant Agreement.

24. Suspension of Merchant Facilities or Freezing of Nominated Bank Accounts

(i) We reserve the right to suspend your Merchant Facilities or freeze the Nominated Bank Accounts and refuse to allow withdrawals of funds from the Nominated Bank Accounts, or both suspend your Merchant Facilities and freeze the Nominated Bank Accounts, immediately on notice to you if any of the events listed in clause 25.2 occurs. When exercising this right we are not required to notify you of the date on which the suspension or freezing of the Nominated Bank Accounts, or both, as the case may be, will end.

(ii) When we suspend your Merchant Facilities or freeze the Nominated Bank Accounts, or both, as the case may be:

(a) you must not accept any Nominated Cards as payment for goods or services; and

(b) we are not obliged to accept any Transactions processed by you after notification of suspension.

(iii) We may during the period of suspension or freezing of the Nominated Bank Accounts, or both, as the case may be, terminate your Merchant Facilities under clause 25.

(iv) We may also suspend the availability of various types of Nominated Cards for such period or periods as we may consider appropriate if:

(a) we reasonably consider that the principles of prudent banking require such action; or

(b) a financial institution has suspended the use of those types of its Nominated Cards.

(v) We will use all reasonable endeavours to give you notice of suspension of Nominated Card types, after we have received notification. For the purposes of this clause, notice to you can include publishing a general notice on our website and/or in major daily metropolitan newspapers in Auckland, Wellington, Christchurch and Dunedin. For the avoidance of doubt, we are not required to notify you of the suspension of individual Nominated Cards.

25. Termination

25.1 How can the Merchant Agreement be terminated?

(i) You may only terminate the Merchant Agreement or cancel any Additional Services:

(a) in accordance with clause 1; or

(b) at any time by giving us at least twenty-one (21) days' prior written notice of termination.

If you give notice to terminate the Merchant Agreement pursuant to clause 25.1(i)(b), but you continue to accept any services pursuant to this Merchant Agreement after the expiry of such notice, such notice shall be invalid and of no effect and the Merchant Agreement shall continue in accordance with its terms and conditions as if such notice was not served.

(ii) We may terminate the Merchant Agreement:

(a) at any time by giving you at least twenty-one (21) days' written notice;

(b) immediately if any of the events listed in clause 25.2 occurs; or

(c) immediately if we are unable to continue to provide your Merchant Facilities for any reason, for example where a third party ceases to provide any service that supports the operation of your Merchant Facilities. This will essentially be limited to if the third party cannot continue to provide the service; e.g. Verifone cancels the services agreement, or the network itself ceases to operate.

(iii) If the Merchant Agreement is terminated, for whatever reason, you agree to:

(a) return any devices provided to you by ANZ with your Merchant Facilities (if applicable) to us;

(b) securely destroy all information, including without limitation, stationery and promotional material, including the decal insignia and decals, provided by us which you have in your possession other than that concerning your settlement records; and

(c) cancel any automatic payments in our favour.

25.2 What is a Termination Event?

(i) We may terminate the Merchant Agreement immediately if:

(a) any amount payable by you to us is overdue, by thirty (30) days or more;

(b) you are in breach of any material provision of the Merchant Agreement and where such breach is capable of remedy, such breach is not remedied within twenty-one (21) days following written notice from us requesting the same to be remedied;

(c) you are in breach of any material provision of any Nominated Card Schemes Regulations as notified to you under clause 5(xvii) and applying generally across all merchants and notified by us to you in writing whether or not such breach is capable of remedy;

(d) you become Insolvent;

(e) you cease to carry on the whole or any substantial part of your business, you transfer or agree to transfer the ownership or effective control of your business, or the nature of your business is materially altered;

(f) you act fraudulently or illegally in relation to the Merchant Agreement or you process any Transaction that you knew or ought to have known was fraudulent;

(g) you have been identified in the Visa or Mastercard International Fraud databases or any banking databases as having previously acted fraudulently;

(h) we Chargeback a Transaction and the Chargeback is dishonoured or otherwise refused for any reason;

(i) you have, in our reasonable opinion, an excessive Domestic Chargeback to Transaction Ratio, International Chargeback to Transaction Ratio, Domestic Fraud to Transaction Ratio or International Fraud to Transaction Ratio, or you are involved in an unacceptably high number of Refund requests;

(j) you fail to process all your Transactions through us;

(k) you default under any lease or licence relating to the Premises (if applicable);

(l) we determine that you are using ANZ Merchant Facilities for purposes outside of those declared on the Application (including but not limited to illegal or fraudulent Transactions, high-risk Transactions or activities that may be brand-damaging for any Card Issuing Organisation or us) and/or information you provide us is or becomes incorrect, false or misleading whether, in each case, the information was provided fraudulently or in error;

(m) your details and other information disclosed in the Application materially changes, including, but not limited to, a change to the nature and type of business conducted by you;

(n) the Cardholder has not received any goods or services purchased (including, where you act as an agent for the provider of the goods or services, if the principal has not supplied the goods or services) and you have not provided us with proof of the receipt of, and satisfaction with, the goods or services by the Cardholder within five (5) Business Days of our request to do so; and/or

(o) you fail to provide us with copies or do not allow us or an agent appointed by us to inspect or examine your accounting books or financial statements or any other records relating to any Transactions within a reasonable time of our request to do so under clause 15.

25.3 What Are The Consequences Of Termination?

(i) Upon termination of the Merchant Agreement for any reason, you will no longer be able to process Transactions.

(ii) If the Merchant Agreement is terminated for fraudulent or improper use of your Merchant Facilites, or for non-compliance with Nominated Card Scheme Regulations or the Merchant Agreement, we may list your details in the Visa and Mastercard International Fraud databases or any banking databases.

(iii) Termination of the Merchant Agreement or any part of it does not affect any rights or obligations of you or us that arose prior to termination. In particular, any obligation you have under the Merchant Agreement to indemnify us or to pay us any amounts (including costs), is a continuing and independent obligation and survives even if the Merchant Agreement is terminated. All Transactions made prior to termination are subject to the terms of the Merchant Agreement.

(iv) You authorise us to:

(a) disclose to any person the fact that all or part of the Merchant Agreement has been terminated;

(b) disclose information concerning the termination and reasons for termination of all or part of the Merchant Agreement to any credit provider, credit reference agency or Nominated Card Scheme; and

(c) give a banker's opinion to other financial institutions with whom you may make application for other Merchant Facilities.

You acknowledge that the disclosure of this information may affect your ability to successfully apply for Merchant Facilities in the future.

(v) You agree to return any items supplied to you by ANZ, including for example your FastPay Terminal, to ANZ as soon as reasonably practicable following termination.

(vi) The obligations contained in clauses 11, 12, 13, 14, 16, 19, 20, 24, 25, 26 and 37 survive termination of the Merchant Agreement, together with any other obligations intended to survive termination of the Merchant Agreement.

26. Set-off

(i) We may at any time without notice to you set-off any liability owed by us to you on any account against any liability owed by you to us under or in connection with the Merchant Agreement.

(ii) For the purposes of this clause, "liability" means any debt or monetary liability or any other claim which is capable of being reduced to or expressed as a monetary liability, irrespective of whether the debt or monetary liability is future or present, actual or contingent.

27. Variation

(i) We may vary all or any of the provisions of the Merchant Agreement including by introducing a new fee or charge under the Merchant Agreement, or by increasing an existing fee or charge, or the rate or margin used to determine an existing fee or charge, at any time by giving you at least thirty (30) days' notice in writing.

(ii) We may change the Merchant Service Fee, including any rate or margin used to determine the Merchant Service Fee, without notice to you to the extent the Merchant Service Fee was calculated on the basis of incorrect information provided by you and immediately on notice if the current Nominated Card Scheme interchange rates or fees are changed.

(iii) You acknowledge that where we agree to an increase in your Refund limit in respect of your Merchant Facilities, additional or increased incidence of liabilities or losses may arise as a result, including from erroneous or fraudulent Transactions.

(iv) You may request a change in your Merchant Facilities at any time, including to add or remove any Additional Services. If we agree to change your Merchant Facilities, we will issue an updated Letter of Offer and Acceptance confirming the Merchant Facilities to be provided and any associated fees or charges.

28. Notice

(i) You acknowledge that we may deliver notices to you in any of the ways listed in clause 28(ii) and consent to notices being delivered in any of these ways. A notice sent to your Representative or any other person nominated by you will be deemed to be a notice sent to you.

(ii) A notice must be in writing, in English and is taken to be received:

(a) if delivered personally, at the time of delivery;

(b) if sent by prepaid post, on the third working day after the posting;

(c) when the party sending the notice is us, if sent by email, at the time when the email enters your information system;

(d) when the party sending the notice is us, if delivered via anz.co.nz on the third day after the posting of the notice to that website; or

(e) if sent by SMS, at the time the SMS is sent.

(iii) The address, phone number or email address to be used for notices to you is the address set out in the Letter of Offer and Acceptance or the last address, phone number or email address advised by you and stored by us. You must inform us immediately of any change of your address, phone number or email address.

(iv) Any notices under the Merchant Agreement from you to us must be either:

(a) emailed to nzmerchantbusiness@anz.com or;

(b) delivered to:

ANZ Merchant Business Solutions
PO Box 2211
Wellington 6140

29. Relationship of the Parties

Nothing in the Merchant Agreement creates a relationship of joint venture, partnership or principal and agent between us and you. You must not act as if, or represent or attempt to represent to any person that, any such relationship exists.

30. Other Arrangements

Nothing in the Merchant Agreement affects any existing arrangements we may have, nor does it restrict us from entering into any future arrangements with third parties to provide ANZ Merchant Facilities in a similar capacity.

31. Assignment

The Merchant Agreement is binding on the parties, their executors, administrators, successors and permitted assigns. You must not assign or transfer any of your rights or obligations under the Merchant Agreement unless we consent in writing. We may transfer any of our rights or obligations under the Merchant Agreement on giving fourteen (14) days prior notice to you. To remove any doubt we may at any time arrange for a third party to provide any of the services we are obliged to provide to you under the Merchant Agreement and/or exercise our rights under the Merchant Agreement.

32. Severability

If any provision or part of the Merchant Agreement is held to be invalid, illegal, uncertain or unenforceable, the validity, legality, certainty and enforceability of the remaining provisions will not be in any way affected or impaired.

33. Waiver

The rights we have under the Merchant Agreement cannot be waived except by us giving you written notice waiving the particular rights. In particular, we do not waive any right that we have in connection with the Merchant Agreement merely because we do not exercise it or do not exercise it as soon as we can. If we exercise a right once or partially, it does not mean we cannot exercise that right again or other rights.

34. Merchant's Continuous Obligations

(i) You must immediately notify us in writing:

  (a) if circumstances arise which may have a material adverse effect on your business, assets or financial condition or your ability to perform your obligations under the Merchant Agreement. It is advisable that you inform us promptly when you are in financial difficulty;

  (b) if you sell, lease or transfer your business or any of the Premises;

  (c) if you change the address where you carry on business or otherwise change the contact details (e.g. telephone number or email address) or start carrying on business at any other place;

  (d) if you change the nature, scope or type of your business including the goods or services sold;

  (e) to inform us of any changes to your banking arrangements to allow us to update your Settlement Bank Account and/or direct debit authorities; and/or

  (f) if any Additional User should no longer have or require access to ANZ Merchant Facilities.

(ii) You must provide copies of your latest financial statements and any other financial information (including bank statements) reasonably requested by us within thirty (30) days of our request.

(iii) When requested by us, you must promptly complete and submit all forms and documents supplied or requested by us within thirty (30) days of our request.

35. Security and Suspense Account

(i) Without limiting clauses 13 (Nominated Bank Accounts), 26 (Set-off) or 34(i), if we reasonably believe there is a likelihood of any of the events in clause 25.2 occurring, or such events do occur, we may by notice in writing to you, retain portions of your settlement proceeds in a separate suspense account.

(ii) You acknowledge you have no ownership of these funds until they are transferred to your Nominated Bank Accounts and that no interest is payable on the funds while they are held in the suspense account.

(iii) We may retain the settlement proceeds held in the suspense account until we are reasonably satisfied that:

  (a) the risk of any of the events in clause 25.2 occurring, or ceasing to occur, no longer exists; and/or

  (b) no Transactions will be charged back by Cardholders.

(iv) We may set off any amounts held in the suspense account in accordance with clause 26.

36. Dispute Resolution Procedures

(i) Where you have a complaint in relation to the provision of your Merchant Facilities, you should speak with us in the first instance. If the complaint cannot be resolved promptly, one of our supervisors will take responsibility for resolution of the complaint. We aim to resolve any complaint within ten (10) Business Days. If this is not possible, we will keep you informed on the progress of the matter and how long we expect it will take to resolve the complaint.

(ii) In the event a dispute arises in relation to the Merchant Agreement, we both agree to use our best endeavours to resolve the dispute through good faith negotiations.

(iii) We both agree that:

(a) in the first instance one party shall give notice of, and attempt to resolve, any dispute with the other party;

(b) where you have raised a dispute and we are unable to reach a mutually satisfactory conclusion, we will inform you of your right to raise the dispute with the Banking Ombudsman; and

(c) we shall both continue to perform our respective obligations under the Merchant Agreement as far as possible as if no dispute had arisen and pending the final settlement of any dispute.

(iv) Nothing in this clause prevents us from taking immediate steps to seek injunctive relief before a New Zealand court.

37. Cardholder Disputes

(i) You acknowledge that any dispute between you and a Cardholder arising directly or indirectly out of the Merchant Agreement or the Card Payment System is entirely between you and the Cardholder and you shall not involve us in any such dispute although we may become involved if we consider it is in our best interests to do so.

(ii) If you are unable to resolve the dispute with a Cardholder, you should refer the Cardholder to their Card Issuer.

(iii) You must not impose, as a condition of Card acceptance, a requirement that the Cardholder waive his or her right to dispute a Transaction. This prohibition includes imposing any requirement for a Cardholder to pay you or anyone else a fee in the event that the Cardholder exercises the right to dispute a Transaction.

38. Anti-money Laundering and Sanctions

You agree that we may, in our sole and absolute discretion:

(i) delay, block or refuse to process any Transaction;

(ii) delay, block or refuse to settle any Transaction; or

(iii) refuse to perform any one or more of our obligations under the Merchant Agreement, without incurring any liability, if we suspect, for any reason, that:

(a) an action we are required or requested to take under the Merchant Agreement;

(b) our involvement in any Transaction that is any way connected with the Merchant Agreement; or

(c) our performance of any service for any person in connection with the Merchant Agreement, might in any way cause us:

(A) to breach any Law, regulation or other legal prohibition of any place or jurisdiction (including a foreign place or jurisdiction);

(B) to deal in any way with any person (natural, corporate or governmental) that is sanctioned, or is connected in any way to any person that is sanctioned, under economic and trade sanctions imposed by the United Nations, the European Union or any country;

(C) to breach any sanction of any kind imposed by any country (including any sanction that supports a decision or resolution of the United Nations Security Council);

(D) to deal in any way with any person (natural, corporate or governmental) that has been listed or named by any government, or independent authority (such as the United Nations or the European Union), as a person who is in any way suspected of being involved (or potentially involved) in terrorism or in any activities connected with terrorism; or

(E) to be involved (whether directly or indirectly) in any Transaction which involves the proceeds of unlawful conduct or which involves proceeds which might be applied for the purposes of unlawful conduct in New Zealand, Australia or any other country.

For the purposes of this clause, the circumstances listed in paragraphs (A) to (E) above are collectively described as “unlawful acts”.

(ii) You must provide all information to us which we reasonably require in order to:

(a) manage anti-money laundering, counter-terrorism financing and economic and trade sanctions risk;

(b) comply with any Laws, regulations, or other prohibitions that may be applicable to us with respect to any Transaction, requested action or obligation applicable to us; and/or

(c) avoid involvement in any unlawful act.

(iii) You warrant and undertake to us that you will not request us to take any action, or to perform any obligation, in connection with the Merchant Agreement that might cause us to be involved in any unlawful act on our part. Should you become aware that we might become involved in an unlawful act in connection with the Merchant Agreement, you must immediately tell us of the fact or circumstance that might cause us to be at risk or have involvement in an unlawful act. Should you become aware that we have become involved in an unlawful act, as a result of our performance of any action or obligation in connection with the Merchant Agreement, you must immediately tell us of the facts or circumstances that have caused this to occur.

(iv) You agree that we may disclose any information concerning you or any Transaction to any law enforcement agency or court or any relevant authority where required to do so under any Law or regulation (including a Law or regulation of a foreign place or jurisdiction) or where we have a reasonable belief that the Transaction may contravene that Law or regulation, and we will not incur any liability to you as a result of that action.

39. Other Conditions

(i) The Merchant Agreement is governed by the laws of New Zealand.

(ii) You acknowledge that for the purposes of the Consumer Guarantees Act 1993, you are a business (or hold yourself out as acquiring goods and services for the purpose of a business) and no rights or remedies under the Consumer Guarantees Act 1993 shall apply in respect of goods or services supplied by us under the Merchant Agreement.

(iii) All warranties, descriptions, representations or conditions, whether implied by statute or by Law, trade, custom or otherwise, are excluded to the extent permitted by Law.

(iv) The rights, powers and remedies provided in the Merchant Agreement are in addition to, and not exclusive of, any rights, powers or remedies provided by Law.

(v) You shall procure that all of your Additional Users, employees, agents, contractors and representatives comply with all of the terms and conditions in the Merchant Agreement, and for the purposes of clause 14.3, if you are a company, you shall also procure that your directors and shareholders, comply with that clause.

40. Meanings of Words and Expressions

In the Merchant Agreement:

“**Additional Services**” means any of the following services or any new service offered by us under the Agreement:

(a) ANZ eGate™

(b) Accommodation Transactions

(c) Car Rental Transactions

(d) Customer Preferred Currency

(e) Mail, Telephone or Internet Order Transactions

(f) Multi-Currency Service

(g) Recurring Transactions

“**Additional Services Schedules**” means the schedule(s) to these Terms and Conditions which contain the specific terms and conditions and operating instructions relating to the Additional Services, as amended from time to time by us.

“**Additional Users**” means those users nominated by you to use ANZ Merchant Facilities on your behalf.

“**ANZ**” means ANZ Bank New Zealand Limited.

“**ANZ Group**” means ANZ, any of its subsidiaries, its related companies (as defined by the Companies Act 1993) and Australia and New Zealand Banking Group Limited ABN 11 005 357 522 in Australia.

“**Application**” means the application form (or other mode of application permitted by us from time to time) completed, and submitted to us, by you for your Merchant Facilities and, for the avoidance of doubt, includes all supporting documentation provided to us in connection with your application and the Merchant Prepayment Exposure Declaration (if applicable).

“**Appointee**” has the meaning given to that term in clause 22.

“**Authorisation**” on a Nominated Card payment means at the time we authorise a Transaction.

"**Average Monthly Merchant Service Fee**" means the average of the Merchant Service Fees charged to your account each month over the twelve (12) month period immediately preceding the date of such calculation, provided that if you have not been a merchant for twelve (12) months, then the Average Monthly Merchant Service Fee shall be calculated over the shorter period, as may be determined by us or if a Merchant Service Fee is yet to be paid under the Merchant Agreement, the calculation will be based on anticipated volumes as defined on the Application where fixed Merchant Service Fees have been applied.

"**Biometric Identification (ID)**" means verifying identity using a person's unique physical and other traits, such as Voice ID, facial recognition or fingerprint log-on using a fingerprint identity sensor.

"**Business Day**" means any day in New Zealand excluding a day of a weekend, a public holiday and any day on which trading banks are not open for retail business.

"**Cardholder**" means a person issued with a Nominated Card or authorised to use a Nominated Card.

"**Cardholder's Nominated Account**" means any account which at the Cardholder's request, has been approved by a Card Issuer as an account through which a Transaction may be made.

"**Card Issuer**" means the Card Issuing Organisation that issued the Nominated Card.

"**Card Issuing Organisation**" means the organisations authorised to issue Credit Cards or Visa, Mastercard and UnionPay Debit Cards.

"**Card Not Present Transaction**" means a Transaction where the Cardholder and Nominated Card are not present with you and the Merchant Facility Terminal at the time of the Transaction, including mail and telephone order Transactions.

"**Card Payment System**" means the arrangements between us, other banks and Card Issuing Organisations for, amongst other things, the payment of debt and the extension of credit using cards.

"**Card Present Transaction**" means a face to face Transaction where the Cardholder and Nominated Card are present.

"**Chargeback**" means a Transaction that we charge back to you in accordance with clause 12.

"**Chargeback to Transaction Ratio**" means the number of Chargebacks against you in comparison to the number of Credit Card or International Card Transactions initiated by you.

"**Consumer Device Cardholder Verification Method (CDCVM)**" means where a Cardholder verifies the Contactless Transaction on their Mobile Device by using a passcode, pattern or Biometric ID.

"**Contactless Card**" means any card which can be used for Contactless Transactions.

"**Contactless Transaction**" means transmitting card data using radio waves instead of a device physically reading the card magnetic strip, stripe or chip.

"**Credit Card**" means all:

(a) Visa, Mastercard and UnionPay cards where the card is accessing a credit account;

(b) Dual cards where the Cardholder nominates a credit account;

(c) Visa and Mastercard Debit Cards where the Transaction is processed as a Scheme Transaction (including Card Not Present Transactions and Contactless Transactions); and

(d) Visa, Mastercard and UnionPay debit products where the Transaction is treated as a Credit Card Transaction (including but not limited to Internet, IVR Authorisation and Settlement and telephone Transactions or where the "CR" function is selected on an EFTPOS Terminal); and

(e) Prepaid cards.

"**Credit Transaction**" means a Transaction where payment is made by us or another Card Issuer of a Nominated Card (being a Credit Card) on behalf of the Cardholder under a Credit Card contract between us and the Cardholder or the Cardholder and the other Card Issuer (as the case may be) in discharge of the Cardholder's debt for goods or services supplied by you to the Cardholder.

"**CSC**" means Card Security Code, being the 3-digit number positioned on the back of a Nominated Card.

"**Debit Card**" means any card issued by a financial institution used by a Cardholder to access a cheque or savings account and includes the Visa and Mastercard debit products where the Transaction is treated as a domestic Electronic Transaction.

"**Debit Transaction**" means a Transaction where payment is made by the Cardholder selecting a cheque or savings account that is authorised for access by the Cardholder's Nominated Card.

"**Delayed Supply Transaction**" means a Transaction whereby payment is made by the Cardholder before the goods or services are provided.

"**Domestic Chargeback to Transaction Ratio**" means the number of Chargebacks against you in comparison to the number of Transactions initiated by you for New Zealand-issued Credit Cards.

"**Domestic Fraud to Transaction Ratio**" means the number of fraudulent Transactions processed by you in comparison to the number of Transactions initiated by you for New Zealand-issued Credit Cards.

"**Electronic Offline Payment Limit**" means the maximum amount set by us that you are allowed to process a Transaction for and/or the maximum number of Transactions you can process using an EFTPOS Terminal with Electronic Offline Transaction functionality.

"**Electronic Offline Transaction**" or "**Electronic Offline Voucher**" means a Transaction made using the automated procedures within the EFTPOS Terminal to capture and store the Transaction for subsequent dispatch to us and authorised manually at your discretion, subject to the terms and conditions of the Agreement.

"**Electronic Transaction**" means, in relation to ANZ Merchant Facilities, a Transaction (including, but not limited to, a sales Transaction) where a Nominated Card is used with the ANZ Merchant Facility to transfer funds electronically to or from a Cardholder's Nominated Account through a Cardholder instructing or authorising a Card Issuer by use of a card and its associated PIN or by signature verification by you for a Credit Card and includes Refunds effected by you.

"**GST**" means goods and services tax chargeable under the Goods and Services Tax Act 1985, together with any interest or penalties in relation thereof.

"**Indebtedness**" or "**Debt**" includes an obligation (whether present or future, actual or contingent, secured or unsecured, joint or several, as principal, surety or otherwise) relating to the payment of money.

"**Insolvent**" means:

(a) you:

- (i) become insolvent or are unable to pay your Indebtedness as Debts fall due;
- (ii) stop or suspend, or threaten to stop or suspend, payment of any of your Debts, or begin negotiations or take any proceedings to reschedule any of your Debts; or
- (iii) make or propose to make, an assignment, arrangement or composition with, or for the benefit of, your creditors in respect of or affecting any of your Indebtedness;

(b) a receiver, receiver and manager (including statutory), administrator or similar official is appointed in respect of you or your business or any of your assets;

(c) a distress, attachment, execution or other legal process is levied or enforced on or against any of your assets and is not discharged or stayed within fourteen (14) days;

(d) an order is made, resolution passed or other step taken by any person for your dissolution, except for the purpose of and followed by a reconstruction or re-organisation (not involving or arising out of insolvency) on terms approved by us before that step is taken; or

(e) you cease or threaten to cease to carry on the whole or any substantial part of your business, or transfer, threaten to transfer or agree to transfer (whether by one or a series of Transactions) the whole or any substantial part of your assets other than for reasonable consideration.

"**International Card**" means a card issued outside of New Zealand.

"**International Chargeback to Transaction Ratio**" means the number of Chargebacks against you in comparison to the number of Transactions initiated by you in relation to International Cards.

“**International Fraud to Transaction Ratio**” means the number of fraudulent Transactions processed by you in comparison to the number of Transactions initiated by you in relation to International Cards.

“**Internet**” means the public online computer network of that name or any successor of it.

“**Invalid Transaction**” means a Transaction that is invalid under clause 10.

“**IVR Authorisation and Settlement Service**” means the automated phone service you can call to obtain an authorisation and settlement for a Credit Card Transaction.

“**IVR Authorisation and Settlement Services Sales Voucher**” means a receipt you create recording the details of mail, telephone and Internet order Transactions processed through the IVR Authorisation and Settlement Service as set out in the Merchant Operating Guide.

“**Law**” includes any law, statute, regulation, ordinance, proclamation, by-law or statutory instrument or order, including codes of conduct issued by regulatory bodies or any Nominated Card Scheme Regulations.

“**Letter of Offer and Acceptance**” means the letter in which we made the offer of Merchant Facilites to you setting out terms specific to you and enclosing the contract documents pertaining to the Merchant Agreement.

“**Merchant**” means the person named as Merchant in the Letter of Offer and Acceptance.

“**Merchant Agreement**” means the agreement constituted by your acceptance of our offer on the terms and conditions set out in the Letter of Offer and Acceptance and comprising the documents referred to in clause 1, as varied from time to time.

“**Merchant Facilities**” means the services and facilities we make available to you under the Agreement including the Additional Services (if applicable). These may include, but are not limited to: ANZ Merchant Business Solutions, ANZ FastPay Tap, ANZ FastPay Terminal, or ANZ FastPay Online.

“**Merchant Facility Terminal**” means any electronic device or equipment (including where applicable a portable electronic device or equipment (such as cables and peripherals) including the FastPay Terminal but not including an automatic telling machine), for processing Transactions using Nominated Cards and for initiating the credit or debit of funds to facilitate the settlement of those Transactions.

“**Merchant Operating Guide**” means any operating information provided to you by ANZ from time to time, including the ANZ Merchant Business Solutions Merchant Operating Guide and the ANZ FastPay Merchant Operating Guide or any operations manuals, guidelines or user guides relevant to your Merchant Facilities.

“**Merchant Prepayment Exposure Declaration**” means the form of that name provided by you to us (whether included in the Letter of Offer and Acceptance or otherwise), as updated or revised by you and us from time to time.

“**Merchant Service Fee**” means the Merchant Service Fee set out in your Letter of Offer and Acceptance as amended by us from time to time.

“**Mobile Device**” means a phone or other mobile telecommunications device that lets the Cardholder make Contactless Transactions using a Mobile Wallet.

“**Mobile Wallet**” means a virtual wallet that enables the Cardholder to make Contactless Transactions using a wallet card stored on a Mobile Device.

“**Nominated Bank Accounts**” means the Nominated Charges Bank Account and/or the Nominated Settlement Bank Account as the context permits.

“**Nominated Card**” or “**Card**” means each card which is a Debit Card or Credit Card or both, a charge card or International Card, and which in each case has been authorised by us for the purposes of the Merchant Agreement and notified to you in writing.

“**Nominated Card Scheme**” means any scheme established to manage and establish standards and procedures for the issuance and acceptance of Nominated Cards and the settlement of Transactions and includes any other payment industry body notified to you by us from time to time.

“**Nominated Card Scheme Regulations**” means any standards, procedures, rules, regulations, programmes or requirements of, or issued by, a Nominated Card Scheme.

"**Nominated Charges Bank Account**" means the ANZ bank account(s) to which charges payable by you under the Merchant Agreement may be debited.

"**Nominated Settlement Bank Account**" means the ANZ bank account you ask us to pay your settlements into.

"**Non-Financial Transactions**" means activity through your Merchant Facilities or gateways associated with them, that does not involve the direct transfer of money. This includes declined Transactions, Credit Card authorisation requests, and tokenisation requests.

"**Online Transaction**" means a Transaction where electronic authorisation has been obtained.

"**Online Payment Gateway**" means a gateway on the Internet that you can use to accept Credit Card Transactions safely and securely and includes for example FastPay Online.

"**Payments NZ**" means Payments NZ Limited, or any successor body.

"**PCI DSS**" has the meaning given to it in clause 14.2(i).

"**PIN**" means the Personal Identification Number selected by a Cardholder which, when used in conjunction with a Nominated Card, enables the Cardholder to make Electronic Transactions.

"**PPSA**" means Personal Property Securities Act 1999.

"**Premises**" means the various locations or location where you conduct business.

"**Prepaid Card**" means Visa, Mastercard and Union Pay prepaid products where the Transaction is treated as a Scheme Transaction (including Card Not Present Transactions and Contactless Transactions).

"**Recurring Transaction**" means Transactions that occur where you have an ongoing signed authority from the Cardholder to process Transactions against a Cardholder's credit card, scheme debit or charge card account (as applicable).

"**Refund**" means, in respect of a sales Transaction, the reversal in accordance with the relevant Merchant Operating Guide of that sales Transaction.

"**Representative**" means each party's representative with authority to represent it as notified to the other party from time to time.

"**SoftPOS**" means any electronic software deployed to contactless enabled devices for processing Contactless Transactions using Nominated Cards and for initiating the credit or debit of funds to facilitate the settlement of those Transactions including FastPay Tap.

"**Switch**" means the network that securely transmits Cardholder details to and from us or the Card Issuing Organisation from Merchant Facility Terminals or Online Payment Gateways for the purposes of authorising Transactions.

"**Security**" means any guarantee or guarantee and indemnity or bill of sale, mortgage, charge, letter of credit, deposit, security interest (as defined in the PPSA), any authority to appropriate and set-off deposits or any other security that we may request from you to provide to us under clause 35.

"**Settlement**" means the collective daily value of approved sales and refunds through your Merchant Facility, which is credited to your Nominated Settlement Bank Account as per your Settlement Procedure set out in the relevant Merchant Operating Guide.

"**Surcharge Fee**" means a fee you may apply to some or all Visa, Mastercard and UnionPay Credit Card Transactions in accordance with clause 18, calculated as a percentage of the Credit Card Transactions or a flat dollar amount.

"**Taxes**" includes a present and future tax, levy, impost, duty, rate, charge, fee, deduction and withholding of any nature regardless of where and by whom imposed, levied, collected, withheld and assessed and includes interest, penalties, fines, costs, charges and expenses and other amounts relating to and arising in connection with taxes.

"**Term**" means the period beginning on the commencement date shown in the Letter of Offer and Acceptance and ending on the day the Merchant Agreement is terminated in accordance with its terms.

"**Terms and Conditions**" means these ANZ Merchant Agreement Terms and Conditions.

"**Transaction**" includes a sales Transaction (being the supply of goods or services or both), Refund Transaction in which a Nominated Card or a card number of a Nominated Card is used and which is processed by you.

"**Transaction Receipt**" means the receipt which contains the details set out in clause 5(vi) and your appropriate ANZ Merchant Operating Guide.

"**Website Requirements Declaration**" means the form of that name provided by you to us (whether included in the Letter of Offer and Acceptance or otherwise), as updated or revised by you and us from time to time relating to the security of your website to accept a Nominated Card as payment for goods or services ordered via the Internet.

"**We, us, and our**" means ANZ or any subcontractor or authorised agent of ANZ.

"**You, your and yours**" means the Merchant, and where that Merchant comprises more than one person, means each of them jointly and severally.

41. Interpretation

(i) If you consist of more than one person, the liability of those persons under the Merchant Agreement is joint and several.

(ii) If there is an inconsistency between the following documents each forming part of the Merchant Agreement, the following order prevails:

  (a) your Letter of Offer and Acceptance;

  (b) these Terms and Conditions.

In the event there is an inconsistency between the above documents and the ANZ Merchant Operating Guide, the ANZ Terms and Conditions shall prevail.

(iii) A reference to an individual or person includes a reference to a company and any other entity the Law recognises.

(iv) The singular includes the plural and vice versa.

(v) A reference to the Merchant Agreement or any document forming part of the Merchant Agreement, or any Law is a reference to the Merchant Agreement, document or Law as amended, novated, supplemented, replaced or re-enacted.

(vi) A reference to "mail" includes information sent or received by facsimile or email.

(vii) The meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions.

(viii) A reference to a "clause" is to a clause in these Terms and Conditions.

Additional Services Schedule One: ANZ eGate™

If your Letter of Offer and Acceptance includes the ANZ eGate™ Internet Payment Gateway you must comply with the terms of this schedule which forms part of your Agreement with us for Merchant Facilities. This schedule outlines the specific terms and conditions for ANZ eGate™ Transactions.

Note: Currently ANZ eGate™ does not accept UnionPay Card payments.

Terms and Conditions

ANZ eGate™ is provided through the ANZ website. The use of the information, graphics and materials on the ANZ website is governed by the website terms of use and the privacy statement.

1 Definitions

In this schedule; unless the context otherwise requires:

"ANZ eGate™" means the Online based payments service that facilitates the payment by customers for goods and services purchased from an ANZ eGate™ Merchant both over the Internet and through other methods approved by us.

"Approved Payment Method" means:

(a) using a Card accepted by a Merchant Acquirer; or

(b) some other payment method approved by us.

"ANZ eGate™ Merchant" means a business that has been assigned an ANZ eGate™ Merchant ID by us.

"EMV 3D Secure" – A fraud prevention tool to securely authenticate cardholders – used to minimise your businesses liability from Chargebacks due to fraudulent payments.

"Intellectual Property Rights" means:

(a) inventions, discoveries and novel designs, whether or not registered or able to be registered as patents or designs, including developments or improvements of equipment, products, technology, processes, methods or techniques;

(b) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist;

(c) confidential information and trade secrets;

(d) trade and service marks (whether registered or unregistered).

"Software" means the software provided to you by us to enable connection to and use of ANZ eGate™ and/or ANZ online authentication. This includes Batch Processing Software or SAP Bridge software.

"Transaction" means any Transaction for the supply of goods or services by you to a Customer, which is processed for payment through ANZ eGate™.

"Transaction Information" means the information, which you or a Cardholder provide to us to enable us to process a Transaction through ANZ eGate™.

2 Merchant Operating System Requirements

You must acquire and maintain all equipment, services and software (other than software which we provide to you) necessary for you to connect to, and use, ANZ eGate™. The terms on which we provide you with software are set out in paragraph 4 of this schedule.

3 What are your Obligations?

(i) You will install and maintain the Software provided by us at your own expense.

(ii) You are responsible for complying with all legal obligations to your customers, including the delivery of goods or services to customers whose Transaction(s) are processed through ANZ eGate™.

(iii) You are responsible for resolving any dispute between you and any of your customers involving any Transaction processed through ANZ eGate™. If the dispute relates to the authorisation of any Transaction through ANZ eGate™, we agree to provide reasonable assistance in resolving the dispute should you require it.

(iv) Unless expressly permitted by the Agreement, you and your employees, agents and contractors must not make any representation or statement to a customer about ANZ eGate™, us or any of the ANZ Group's procedures, policies or financial products.

(v) You agree that you will not store Cardholder's Card account numbers without our prior written approval, which approval shall be granted at our sole discretion and only following a security review by us of your systems and processes.

(vi) If you offer customers the ability to make payments online, then you will implement EMV 3D Secure or latest equivalent industry standard as advised by us.

(vii) Pay all charges that relate to ANZ eGate™ as detailed in your Letter of Offer and Acceptance.

4 Intellectual Property – ANZ Software

(i) We grant you a non-exclusive, non-transferable licence to use the Software for the duration of the Agreement. You may install the Software on any of your computers or web-servers.

(ii) You do not have any proprietary rights (including any Intellectual Property Rights) in:

(a) the Software;

(b) any authorised or unauthorised modifications to the Software; or

(c) any updates or new releases of the Software.

(iii) You must not copy, alter, modify or reproduce the Software or merge all or any part of the Software with any other software except:

(a) inactive copies made solely for the purposes of backup or archiving;

(b) copies which are necessary to integrate the Software for use with your website or any other software you use in your business; or

(c) as otherwise reasonably required for the purposes of the Agreement, with our prior written consent.

(iv) You must ensure that any copy of the Software, which you make, as permitted under this paragraph 3, bears all Intellectual Property Rights ownership notices contained in, or supplied with, the Software.

(v) You may not distribute or resell the Software to any person, including by supplying access to the Software through bureau service processing, without our prior written consent.

(vi) Except where specifically authorised by law, you must not, and must not directly or indirectly allow or cause a third party to, reverse assemble or reverse compile the whole or any part of the Software. You indemnify us for any use, copying, modification or reproduction of the Software other than in accordance with the terms of the Agreement.

5 What are our obligations to you?

(i) If you have implemented and/or are employing EMV 3D Secure or latest industry equivalent, then we will not charge back any Transaction for fraud in the following instances:

(a) Internet order Transactions where both you and the Visa, Mastercard, or UnionPay Card are participants in EMV 3D Secure or latest industry equivalent and the Card Issuer authenticates the Visa, Mastercard or UnionPay Card being used in the Transaction via your website; and

(b) Internet order Transactions where you are a participant in EMV 3D Secure or latest industry equivalent but either the Visa, Mastercard or UnionPay Card or the Card Issuer does not participate in EMV 3D Secure or latest industry equivalent, except where the Internet Order Transaction is made using:

(A) an anonymous Prepaid Visa card;

(B) a Visa Commercial Card issued in the United States region; or

(C) a Mastercard Commercial Card issued outside the Asia Pacific region.

(ii) In this paragraph 5:

(a) 'authenticates' means the process by which the Card Issuer verifies the Cardholder's identity in accordance with the rules and requirements of EMV 3D Secure or latest industry equivalent; and

(b) 'fraud' means a Transaction where the Cardholder does not recognise or has not authorised the Transaction.

(iii) ANZ has no obligation to provide:

(a) advice or training on the Software;

(b) error-correction, modifications or updates to the Software;

(c) new releases or enhancements for the Software; or

(d) support or maintenance for the Software once it is installed.

6 ANZ Acknowledgement

We acknowledge our responsibilities under the Payment Card Industry Data Security Standard to keep confidential any Cardholder data that we possess.

7 Merchant Acknowledgements

(i) You acknowledge that:

(a) ANZ eGate™ may be affected by outages, faults or delays. Such outages, faults or delays may be caused by many factors, including without limitation, technical difficulties with the performance or operation of our or another person's software, equipment or systems, traffic or technical difficulties with the Internet or infrastructure failures;

(b) although we have implemented the security procedures described on our websites, we cannot warrant that unauthorised access to information and data could not occur;

(c) we do not verify the identity of any person who registers with, or uses, ANZ eGate™;

(d) we do not verify any Transaction information supplied to it;

(e) notwithstanding that a Transaction has been authorised through ANZ eGate,™ in certain circumstances a Transaction may nevertheless be declined or charged back. Some of the circumstances in which this may happen are described in the Merchant Operating Guide;

(f) you have relied on your own independent assessment and judgment in determining whether the ANZ eGate™ provided under the Agreement meets your requirements and you have not relied on any statement or representation made on behalf of us in deciding to enter into the Agreement.

(ii) You acknowledge and agree that any loss, damage or liability (including without limitation, any direct or consequential loss, damage or liability arising from disruption to your business) you may suffer or incur as a result of any of the above is your responsibility and is a risk you assume.

Additional Services Schedule Two: Accommodation Transactions

If the Merchant Agreement specifies that you can process 'Accommodation Transactions' you must comply with the terms of this schedule which forms part of your Agreement with us for Merchant Facilities. This schedule outlines the specific terms and conditions and operating instructions for Accommodation Transactions.

The 'Accommodation Transactions' functionality lets you reserve rooms and collect advance deposits from your guests on their Credit Card prior to them checking-in.

This protects you in the event the Cardholder does not show-up and protects the Cardholder in the event there is no room available when they arrive at your Establishment.

Note: Card Not Present Transactions using Mail, Telephone or Internet Order Transaction Vouchers and the IVR Authorisation and Settlement Service are not available for UnionPay Transactions. UnionPay Credit Cards and Debit Cards can only be processed through an Merchant Facility Terminals or selected Online Payment Gateways.

Terms and Conditions

1 Definitions

In this schedule, unless the context requires otherwise:

"Advance Deposit Service" means the service which allows Cardholders to make advance deposits for hotel or motel reservations made by telephone using their Credit Card.

"Accommodation Transactions" means the package of services set out in this schedule, which you are authorised to provide in accordance with the Agreement.

"Delayed or Amended Charges" means additional charges identified after the customer has checked out and may include room, food or beverage charges but must not include charges for loss, theft or damage.

"Establishment" means each of your hotels or motels.

"Priority Check-out Service" means the check-out service which permits Cardholders to check-out of selected hotels and motels at the end of their stay using their Credit Card without checking out in person. A Priority Check-out Service Transaction must be processed on the day of the Cardholder's check-out.

"Reservation Service" means the service which permits Cardholders to guarantee reservations of hotel and motel accommodation by telephone using their Credit Card.

2 Merchant's Participation

(i) You shall:

- (a) make the 'Accommodation Transactions' option available to Cardholders at each of your Establishments;
- (b) observe the provisions of the Agreement, including this schedule and the Merchant Operating Guide at all times; and
- (c) without limiting any other term of the Agreement, indemnify us, and each Card Issuer, from and against any loss, damage, claim or complaint (including legal fees incurred in conjunction with such a claim or complaint) arising out of the failure by you to comply with the provisions of this schedule.

3 Pre-Authorisation

(i) A pre-authorisation is when you obtain an authorisation on a Merchant Facility Terminal without intending to process the Transaction immediately. The authorisation validates the Credit Card and ensures that the Cardholder has sufficient available credit to pay for the accommodation and any other agreed incidental charges.

(ii) If you complete a pre-authorisation you must advise the Cardholder that their available credit limit may be reduced by the amount of the pre-authorisation.

(iii) If the Cardholder has any questions about funds held against their limit you should refer them to their Card Issuer.

(iv) A pre-authorisation does not guarantee payment of the Transaction. If at a later date the Transaction is found to be an Invalid Transaction it may be charged back to you.

Note: The pre-authorisation completion period is up to 30 days for UnionPay Credit Cards. The pre-authorisation may be declined by UnionPay after 30 days.

4 Estimated Transaction Amount

(i) You may estimate Transaction amounts for pre-authorisation based on the following:
   (a) the Cardholder's intended length of stay;
   (b) the daily room rate;
   (c) any applicable taxes;
   (d) any other allowed charges.

(ii) Never use an arbitrary estimated amount to obtain authorisation other than what is explicitly allowed.

(iii) After completing the estimates, you must obtain an authorisation for the full estimated amount and include the date and the authorisation code on the Transaction Receipt.

(iv) If a hotel stay extends beyond two weeks, you should settle the pre-authorisation Transaction and obtain authorisation for a new Transaction.

5 Authorisation for Additional Amounts

(i) A pre-authorisation remains valid for the estimated length of a guest's stay. When a guest stays beyond the original estimate of the length of the customer's hotel stay, you should obtain an incremental authorisation for the additional Transaction amount that you expect will be generated during the extended lodging period.

(ii) You may obtain and must record authorisations for additional amounts above any amount already authorised after the check-in date and prior to the check-out date.

6 Final Authorisation

(i) On the check-out date, the Transaction can be completed without obtaining a further authorisation if the final Transaction amount does not exceed the original pre-authorisation amount.

(ii) On the check-out date you must obtain a new authorisation if the actual Transaction amount exceeds the original authorisation amount. Complete the Transaction on the Merchant Facility Terminal and include the date, amount authorised, and the authorisation code on the Transaction Receipt.

7 Further Obligations

(i) You agree to:
   (a) provide on-going training to your staff to ensure they comply with the procedures set out in the Agreement including this schedule and the Merchant Operating Guide;
   (b) retain documentation and records relating to all 'Accommodation Transactions' for eighteen (18) months from the date of the last Transaction in respect of such service and shall provide such documentation and records to us within seven (7) Business Days of us requesting that they be provided;
   (c) give written notice to us immediately if you acquire any additional hotels or motels which shall then be deemed to have become one of your Establishments to which this schedule applies; and
   (d) give us 30 days prior written notice before you sell, transfer or otherwise dispose of any of your Establishments. This schedule shall terminate in respect of each of your Establishments from the date any of your Establishments is sold, transferred or otherwise disposed of by you.

8 Non-Acceptance by ANZ

(i) We may refuse to accept or, having accepted, may Chargeback any Transaction to which this schedule applies if:
   (a) the Cardholder disputes his or her liability for any reason, including, without limitation, where the Cardholder had cancelled the reservation in the proper manner and has a valid cancellation number;
   (b) you have failed to comply with the procedures set out in this schedule;
   (c) a valid Transaction Receipt has not been used;
   (d) in the case of the Reservation Service, the words 'No-Show' have not been written on the Transaction Receipt in place of the Cardholder's signature;
   (e) in the case of the Advance Deposit Service, the words 'Advanced Deposit' have not been written on the Transaction Receipt in place of the Cardholder's signature; or
   (f) in the case of the Priority Check-out Service, the words 'Priority Check-out' have not been

written on the Transaction Receipt in place of the Cardholder's signature.

9 Delayed or Amended Charges

(i) You may only process Delayed or Amended Charges if the Cardholder has consented in writing to be liable for the following:

(a) Taxes;

(b) Room;

(c) Food; and

(d) Beverages.

(ii) Delayed or Amended Charges must not include charges for the loss, theft or damage to the room or premises. Refer to clause 9 for instructions on processing these Transactions.

(iii) When processing a Delayed or Amended Charge you must:

(a) process the Transaction within 90 days of the date of the original Transaction; and

(b) send a copy of the Transaction Receipt with supporting information to the address on the original rental agreement or folio.

10 Charges for Loss, Theft or Damage

(i) Charges for loss, theft or damage must be processed as a separate Transaction.

(ii) The Cardholder must agree to the cost of the loss, theft or damage. Before processing the Transaction you must:

(a) obtain one quote for the cost of repairing damage and provide a copy of this to the Cardholder;

(b) obtain the Cardholder's agreement to the quote; and

(c) process a separate Transaction for the repairs with an individual Transaction Receipt.

(iii) If you process charges for loss, theft or damage on a Cardholder's Credit Card by any other method than listed above, we will have no recourse to resolve any Cardholder disputes and you will be liable for the full value of the Transaction.

Operating instructions

11 Reservation Service

The Reservation Service allows your guests to use their Credit Card to guarantee a room reservation. This service protects you against losses that you may otherwise incur if guests do not show up and protects your guests in the event that rooms are not available when they arrive.

12 Billing Information

At the time the reservation is made, you must obtain the Cardholder's name (as it appears on the Credit Card), the Cardholder's account number, the expiry date embossed on the Credit Card and the address of the Cardholder.

13 Reservation Confirmation

(i) At the time the reservation is made, you must provide written confirmation to the Cardholder including the following information:

(a) the Cardholder's name, Credit Card number (using only the last four digits of the card number ensuring the leading digits are not recorded) and expiry date as embossed on the Credit Card;

(b) the confirmation code (and advise the Cardholder to retain);

(c) the reserved accommodation rate;

(d) the exact name and physical address of your Establishment;

(e) any other appropriate information relating to the Cardholder's rights and obligations, or reservation; and

(f) proper disclosure of your cancellation policy to the Cardholder. Disclosure can be either:

(A) For online bookings, the cancellation policy must be on the same page as the checkout page with a 'click to accept' box; or

(B) Sending the Cardholder a booking confirmation email with your cancellation policies displayed.

If the cancellation policy is not properly disclosed to the Cardholder, the cancellation period shall be the 'Shorter Notice Period' set out in clause 14(iii) below.

(ii) Charging a No-Show fee

At the time the reservation is made, you must inform the Cardholder that a No-Show fee of one night's lodging may be billed if the Cardholder has not:

(a) registered by the check-out time of the day following the scheduled arrival date; or

(b) properly cancelled the reservation within the time frame specified in clause 14 below.

(iii) A suggested form of reservation confirmation is provided at the end of this schedule.

14 Cancellation Period

(i) Acceptance of Cancellation

You must accept all cancellations notified prior to the notice period set out in this clause without penalty.

(ii) Period of Notice

Subject to clause 14(iii), you shall not require more than 72 hours' notice of cancellation prior to the scheduled arrival date for a Visa Cardholder, whilst Mastercard Cardholders may make cancellations up until 6.00pm on the expected date of arrival without penalty.

(iii) Shorter Notice Period

If the Cardholder makes the reservation within 72 hours prior to the scheduled arrival date, the cancellation deadline shall not be earlier than 6.00pm on the date of arrival.

(iv) Cancellation Policy

You may set a cancellation policy that meets your needs. However, you must offer at least a 24 hour cancellation period after the cancellation policy has been disclosed to, or received by, the Cardholder.

15 Cancellation Confirmation

(i) Cancellation Code

You must provide a cancellation code (if the reservation is properly cancelled) and advise the Cardholder to retain it in case of a dispute.

(ii) Confirmation of Cancellation

You must confirm the cancellation with the Cardholder in writing. The confirmation must include the following:

(a) Cardholder's name, account number, and the expiry date embossed on the Credit Card;

(b) the cancellation code; and

(c) any other relevant cancellation details.

(iii) Merchant to Hold Accommodation

If the Cardholder has not claimed or cancelled the reserved accommodation by the specified time, you must hold the room(s) available according to the reservation until the check-out time of the following day. If the Cardholder has not checked-in by that time, you may then complete a Transaction Receipt that must contain the following information:

(a) amount of one night's lodging (plus GST);

(b) Cardholder's name, account number, and the expiry date embossed on the Credit Card;

(c) the word's 'No Show', the date and the Cardholder's room number on the signature line of the Transaction Receipt.

A copy of the Transaction Receipt is to be sent to the Cardholder.

(iv) **Processing of the Transaction**

You must follow normal authorisation and deposit procedures when processing the Transaction as detailed in the Merchant Operating Guide.

16 Advance Deposit Service

(i) You may only use the Advance Deposit Service when you require your guests to pay a deposit upon booking.

(ii) You can quickly and easily process advance deposits on guests' reservations by billing their Credit Cards.

(iii) You may only use the Advance Deposit Service if you have obtained the Cardholder's prior consent.

17 Billing Information

(i) Cardholder Information

At the time the reservation is made, you must obtain the following information from the Cardholder:

(a) the Cardholder's name (as it appears on the Credit Card), the Cardholder's account number, and the expiry date embossed on the Credit Card;

(b) the Cardholder's telephone number and mailing address;

(c) the Cardholder's scheduled date of arrival; and

(d) the Cardholder's intended length of stay.

(ii) Deposit Amount

At the time the reservation is made, you must determine the deposit amount based on the intended length of stay (which, for the purposes of this clause, shall not exceed 14 nights' lodging). The deposit amount must be applied to the Cardholder's total obligation.

18 Reservation Confirmation

(i) Reservation Information

At the time the reservation is made, you must provide the following information and you must also give the Cardholder written/email confirmation of:

(a) the reserved accommodation rate and the Transaction amount;

(b) the exact name and physical address of your Establishment;

(c) a confirmation code (and advise the Cardholder to retain it);

(d) that you will hold the accommodation for the number of nights paid for;

(e) that the deposit will be applied to the final bill; and

(f) your cancellation policy to the Cardholder at the time you process the Transaction.

(ii) Additional Information

At the time the reservation is made, you must advise the Cardholder that you will retain part or all of the deposit if the Cardholder has not:

(a) registered by the check-out time of the day following the scheduled last night of lodging; or

(b) properly cancelled the reservation within the time frames specified by you in your cancellation policy and in line with this schedule.

(iii) Under the Advance Deposit Service, whilst a Cardholder may forfeit their deposit, you may not charge for a 'No-Show' Transaction.

(iv) A suggested format for written confirmation of an advanced deposit is provided at the end of this schedule.

19 Transaction Receipt – Completion

(i) You must complete a Transaction Receipt with the following information:

(a) the amount of the advance deposit;

(b) the Cardholder's name, account number, and the expiry date embossed on the Credit Card;

(c) the Cardholder's telephone number and mailing address;

(d) the words 'Advance Deposit' written on the Transaction Receipt signature line;

(e) the confirmation, Transaction and authorisation codes;

(f) the identification of your Establishment;

(g) the scheduled arrival date; and

(h) the date and the time that cancellation privileges (if any) for unused accommodations expire without forfeiture of the deposit.

(ii) Delivery to Cardholder

You must mail a copy of the Transaction Receipt and your cancellation policy to the Cardholder within three Business Days from the date of the Transaction and a description of the Cardholder's rights and responsibilities in respect of the Advance Deposit Service.

20 Authorisation and Deposit

(i) Authorisation

You must obtain authorisation for the advance deposit by following the requirements prescribed in the Merchant Operating Guide and this schedule. If the authorisation is declined, you must notify the Cardholder.

(ii) Deposit Requirements

If the Transaction is authorised, you must follow the deposit requirements as shown in the Merchant Operating Guide.

21 Cancellation

(i) Cancellation Period

You must accept all Cardholder cancellations notified within the time limits specified in your cancellation policy and in line with this schedule.

(ii) Cancellation Code

At the time the cancellation is made, you must provide a cancellation code and advise the Cardholder to retain it in case of a dispute.

(iii) Credit Transaction Receipt

If the Cardholder cancels the reservation within the time limits of your cancellation policy you must complete and sign a credit (Refund) Transaction Receipt or Credit Voucher that includes the following information:

(a) the Transaction amount, the original Transaction date and the date of the Refund;

(b) the Cardholder's name, the account number, and the expiry date embossed on the Credit Card;

(c) the Cardholder's mailing address;

(d) the cancellation code;

(e) the words 'Advance Deposit Refund' are written in the 'Reason for Return' panel on the Refund Transaction Receipt;

(f) the identification of your Establishment; and

(g) any other relevant cancellation details.

If required you can attach a separate piece of paper with the above details to the Refund Transaction Receipt.

(iv) Confirmation

Within three Business Days of the date of the cancellation, you must:

(a) process the credit Transaction to the Cardholder's account; and

(b) mail the Cardholder's copy of the Refund Transaction Receipt to the Cardholder.

(v) If the cancellation deadline has passed in accordance with your cancellation policy, you must either, advise the Cardholder that they will only receive a Refund for the portion of their deposit that has not been used or alternatively process a Refund to the Cardholder in accordance with this clause 6.

(vi) Notwithstanding anything to the contrary in your cancellation policy, if the room(s) have been re-let for the period in question after receipt of cancellation, you are no longer entitled to retain the Cardholder's deposit from the original booking and must process a Refund in accordance with this clause 6.

23 Unavailable Accommodation

If the reserved accommodation is unavailable, you must provide to the Cardholder the following services at no charge:

(a) a refund for the entire Transaction amount (and you must supply a copy of the Refund Transaction Receipt to the Cardholder);

(b) comparable accommodation at an alternative establishment for the number of nights specified in the reservation up to a maximum of 14 nights or until the reserved accommodation becomes available at your Establishment;

(c) if requested, two three minute telephone calls and message forwarding to the alternative establishment;

(d) transportation to the alternate establishment and return to your Establishment.

If requested, your Establishment must provide daily transportation to and from the alternative establishment.

Confirmation of Reservation – suggested format

Date D D | M M | 2 0 Y Y

Name of Establishment

Address of Establishment

Dear Cardholder

It is our pleasure to confirm Guaranteed Reservation of your booking as follows:

Scheduled date of arrival

D D | M M | 2 0 Y Y

Scheduled date of departure

D D | M M | 2 0 Y Y

Number of nights' accommodation reserved

Confirmation code number

Reserved daily rate accommodation rate $

Total value of accommodation reserved $

Credit Card accepted as payment for reserved accommodation

Cardholder's name

Credit Card type

Credit Card account number

Credit Card Expiry Date

Cancellation Requirements

Visa Cardholders may make cancellations without penalty up to 72 hours notice prior to the scheduled arrival date. If the reservation is made within 72 hours prior to the scheduled arrival date, the cancellation deadline shall not be earlier than 6.00pm on the date of arrival.

Mastercard Cardholders may make cancellations up until 6.00pm on the expected date of arrival without penalty regardless of when the reservation was made.

Penalty

If the cancellation deadline has passed for a Guaranteed Reservation, one night's accommodation of

$ will be charged.

Confirmation of Advance Deposit Service – suggested format

Date D D | M M | 2 0 Y Y

Name of Establishment

Address of Establishment

Dear Cardholder

It is our pleasure to confirm reservation of your booking under the Advance Deposit Service as follows:

Scheduled date of arrival

D D | M M | 2 0 Y Y

Scheduled date of departure

D D | M M | 2 0 Y Y

Number of nights' accommodation reserved

Confirmation code number

Amount of advance deposit (to be deducted from final account)

$

Total value of accommodation reserved $

Credit Card accepted as payment for reserved accommodation

Cardholder's name

Credit Card type

Credit Card account number

Credit Card Expiry Date

Cancellation Requirements

Cancellation deadlines for this service are at the discretion of the Merchant and are to be agreed upon between the Merchant and the Cardholder.

Penalty

If the above cancellation requirements are not met, all or part of the advance deposit may be lost.

Additional Services Schedule Three: Car Rental Transactions

If your Letter of Offer and Acceptance specifies that you can process 'Car Rental Transactions', you must comply with the terms of this schedule which forms part of your Agreement with us for Merchant Facilities. This schedule outlines the specific terms and conditions for Car Rental Transactions.

The Car Rental Transaction functionality allows you to validate and pre-authorise an amount on a Cardholder's Credit Card when the rental car is picked up. This ensures there is sufficient available credit on the Credit Card to pay the rental cost when the car is returned. Upon return of the car the Transaction is processed to the Cardholder's Credit Card covering the rental cost and any other agreed charges.

Note: Card Not Present Transactions using Mail, Telephone or Internet Order Transaction Vouchers and the IVR Authorisation and Settlement Service are not available for UnionPay Transactions. UnionPay Credit Cards and Debit Cards can only be processed through a Merchant Facility Terminal or selected Online Payment Gateways.

Terms and Conditions

1 Definitions

In this schedule, unless the context requires otherwise:

"Delayed or Amended Charges" means additional charges identified after the customer has returned a rental car and may include mileage charges, fuel, insurance, rental fees, parking tickets and other traffic violations, but must not include charges for loss, theft or damage.

2 Merchant's Participation

(i) You shall:

- (a) make the 'Car Rental Transaction' option available to Cardholders at each of your car rental establishments;
- (b) observe the provisions of the Agreement including this schedule and the Merchant Operating Guide at all times; and
- (c) without limiting any other term of the Agreement, indemnify us, and each Card Issuer, from and against any loss, damage, claim or complaint (including legal fees incurred in conjunction with such a claim or complaint) arising out of the failure by you to comply with the provisions of this schedule.

3 Pre-Authorisation

(i) A pre-authorisation is where you obtain an authorisation on a Merchant Facility Terminal without intending to process the Transaction immediately. The authorisation validates the Credit Card and ensures that the Cardholder has sufficient available credit to pay for the car rental and any other agreed costs.

(ii) If you complete a pre-authorisation you must advise the Cardholder that their available credit limit may be reduced by the amount of the pre-authorisation.

(iii) If the Cardholder has any questions about funds held against their limit you should refer them to their Card Issuer.

(iv) A pre-authorisation does not guarantee payment of the Transaction. If at a later date the Transaction is found to be an Invalid Transaction it may be charged back to you.

Note: The pre-authorisation completion period is up to 30 days for UnionPay Credit Cards. The pre-authorisation may be declined by UnionPay after 30 days.

4 Estimated Transaction Amount

(i) You may estimate Transaction amounts for pre-authorisation based on the following:

- (a) the Cardholder's intended car rental period;
- (b) the rental rate;
- (c) the applicable tax;
- (d) the mileage rates; and
- (e) any other allowed charges.

(ii) The estimated Transaction amount must not include charges that cover potential vehicle damages or the insurance deductible amount.

(iii) Never use an arbitrary estimated amount to obtain authorisation other than what is explicitly allowed.

(iv) After completing the estimate, you must obtain an authorisation for the full estimated amount and include the date and the authorisation code on the Transaction Receipt.

(v) If a car rental extends beyond two weeks, you should settle the pre-authorisation and obtain authorisation for a new Transaction.

5 Authorisation for Additional Amounts

(i) A pre-authorisation remains valid for the estimated length of a customer's car rental (e.g. 2 days, 5 days, 10 days, etc.). When a customer keeps a car beyond the original estimate of the length of the rental agreement, you should obtain an incremental authorisation for the additional Transaction cost that you expect will be incurred during the extended rental period.

(ii) You may obtain and must record authorisations for additional amounts above any amount already authorised after the rental pick-up date and prior to the rental return date.

6 Final Authorisation

(i) On the rental return date, the Transaction can be completed without obtaining a further authorisation if the final Transaction amount does not exceed the original pre-authorisation amount.

(ii) On the rental return date you must obtain a new authorisation if the actual Transaction amount exceeds the original pre-authorisation amount, including any incremental authorisations. Complete the Transaction on the Merchant Facility Terminal and include the date, amount authorised, and the authorisation code on the Transaction Receipt.

7 Further Obligations

(i) You agree to:

(a) provide on-going training to your staff to ensure they comply with the procedures set out in the Agreement including this schedule and the Merchant Operating Guide; and

(b) retain documentation and records relating to all 'Car Rental Transactions' for eighteen (18) months from the date of the last Transaction in respect of such service and shall provide such documentation and records to us within seven (7) Business Days of us requesting that they be provided.

8 Delayed or Amended Charges

(i) You may only process Delayed or Amended Charges if the Cardholder has consented in writing to be liable for the following:

(a) Taxes;

(b) Mileage charges;

(c) Fuel;

(d) Insurance;

(e) Rental fees; and

(f) Parking tickets or other traffic violations.

(ii) Delayed or Amended Charges must not include charges for the loss, theft or damage to the vehicle. Refer to clause 8 for instructions on processing these Transactions.

(iii) When processing a Delayed or Amended Charge that is not a parking ticket or other traffic violation you must:

(a) process the Transaction within 90 days of the date of the original Transaction; and

(b) send a copy of the Transaction Receipt with supporting information to the address on the original rental agreement or folio.

(iv) When processing a Delayed or Amended Charge that is a parking ticket or other traffic violation you must:

(a) process the Transaction within 30 days of the receipt of the notification from the relevant authority; and

(b) send a copy of the infringement notice to the Cardholder to the address on the original rental agreement or folio.

9 Charges for Loss, Theft or Damage

(i) Charges for loss, theft or damage must be processed as a separate Transaction.

(ii) The Cardholder must agree to the cost of the loss, theft or damage. Before processing the Transaction you must:

(a) obtain one quote for the cost of repairing damage and provide a copy of this to the Cardholder;

(b) obtain the Cardholder's agreement to the quote and permission to charge their Credit Card; and

(c) process a separate Transaction for the repairs with an individual Transaction Receipt.

(iii) If you process charges for loss, theft or damage on a Cardholder's Credit Card by any other method than listed above, we will have no recourse to resolve any Cardholder disputes and you will be liable for the full value of the Transaction.

Additional Services Schedule Four: Customer Preferred Currency (CPC)

If your Letter of Offer and Acceptance specifies that you can process Customer Preferred Currency Transactions, you must comply with the terms of this schedule which forms part of your Agreement with us for Merchant Facilities. This schedule outlines the specific terms and conditions and operating instructions when you accept Customer Preferred Currency Transactions.

When a Cardholder chooses to pay for goods or services in a currency other than New Zealand dollars, the rate at which the Transaction is converted is based on a retail exchange rate provided by Currency Select Pty Ltd which includes a fee paid to Currency Select Pty Ltd, plus a commission that is charged by us and shared with you. Additional fees may be charged by the Cardholder's bank.

Note: CPC is not available for UnionPay Credit Cards and UnionPay Debit Cards.

Terms and Conditions

1 Definitions

In this schedule, unless the context otherwise requires:

"Approved Currency" means those overseas currencies for which Customer Preferred Currency is available in New Zealand. Approved currencies are listed in paragraph 10 of this Additional Service Schedule.

"Approved Currency Card" means a Mastercard Debit Card or Credit Card or Visa Debit Card or Credit Card where that card's billing currency is an Approved Currency.

"Card Programme" means the Mastercard or Visa Card programme as the context requires.

"CPC Transaction" means a Transaction where the Overseas Cardholder has elected to use the CPC Service.

"Customer Preferred Currency" or "**CPC Service**" means the conversion of the New Zealand dollar, being the currency in which your goods or services are priced, into an Approved Currency, as agreed upon by the Overseas Cardholder and you, in accordance with the terms and conditions contained herein.

"Exchange Rate" means the exchange rate set by Currency Select Pty Ltd that applies on any given day.

"International Transaction" means all Visa and Mastercard card transactions undertaken by an Overseas Cardholder including CPC Transactions.

"Overseas Cardholder" means a cardholder whose card is issued by an overseas financial institution.

"Overseas Transaction Amount" means the Purchase Amount once converted at the applicable Exchange Rate in accordance with this schedule.

"Purchase Amount" means the original New Zealand dollar face amount of the Transaction, prior to conversion.

2 Description of Customer Preferred Currency

(i) The CPC Service will enable Overseas Cardholders to present an Approved Currency Card at your premises and to pay for a purchase in the Approved Currency in which the Card is denominated, based upon an Exchange Rate, while you receive settlement of the Purchase Amount in New Zealand dollars.

(ii) You acknowledge and agree that the Purchase Amount will be converted to the Approved Currency in which the Card is denominated based upon the Exchange Rate and that the Overseas Transaction Amount will be cleared through the applicable Card Programme in the Approved Currency in which the Card is denominated.

(iii) We reserve the right to add, delete or suspend any currency to or from the CPC Service at any time without notice to you. Further, we may terminate or suspend the CPC Service for any reason upon notice to you.

3 Programme Requirements

(i) You will comply with all reasonable instructions provided by us pertaining to the CPC Service as detailed in this schedule.

(ii) Without limiting the foregoing, you agree to comply with the following specific CPC Service requirements:

(a) Overseas Cardholder Opt-In: You shall provide Overseas Cardholders who hold an Approved Currency Card with the ability to 'opt-in' or consent to use the CPC Service.

(b) Credits or Returns: In the event that you issue a credit to an Approved Currency Card account, reflecting either the partial or complete return or reimbursement of a CPC Transaction, the Overseas Cardholder may elect to have that Refund or credit processed using the CPC Service. If the Overseas Cardholder elects to opt-in, the credit or return will be converted to the Approved Currency using the Exchange Rate applicable on the date of presentation of the credit by you and that credit, as converted, will be cleared through the applicable Card Programme in the Approved Currency in which the Card is denominated. The refund amount may vary from the purchase amount due to currency fluctuations.

(c) Commission: You shall comply with any legal obligation requiring you to disclose any commission you receive when an Overseas Cardholder elects to use the CPC Service.

4 Processing and Settlement of International Transactions

(i) When you have a CPC enabled Merchant Facility Terminal, all of your International Transactions will be processed by Currency Select Pty Ltd on behalf of us.

(ii) Settlement of International Transactions is in New Zealand dollars to your Nominated Settlement Bank Account. International Transaction settlements occur one Business Day in arrears.

5 Merchant Service Fees

(i) You agree to pay the fees and charges set out in your Letter of Offer and Acceptance, which will be debited to your Nominated Charges Bank Account on the 12th of each month or the next Business Day.

Operating Instructions

6 How it Works

(i) When a Cardholder presents an overseas Credit Card where their billing currency is one of the CPC Approved Currencies, the Cardholder is given an option (facilitated by the merchant or chip card) of paying for their purchase in their card billing currency rather than in New Zealand dollars.

(ii) The Exchange Rate and the total price in the Cardholder's billing currency are displayed on the Merchant Facility Terminal, providing an opportunity for the Cardholder to evaluate the CPC offering before making a decision to either process as a CPC Transaction or process in New Zealand dollars.

(iii) Merchants and Cardholders should be aware that the rate at which the Transaction is converted is based on a retail exchange rate provided by Currency Select Pty Ltd which includes a fee paid to Currency Select Pty Ltd, plus a commission that is charged by us and shared with you. Additional fees may be charged by the Cardholder's bank. The Transaction Receipt generated from a CPC Transaction shows the purchase amount in the card's billing currency and the New Zealand dollar amount.

7 Choice of Payment in Local Currency

When you have a CPC enabled Merchant Facility Terminal you must:

(a) inform the Cardholder that CPC is optional. (The Cardholder may wish to complete the Transaction in New Zealand dollars);

(b) inform the Cardholder that you receive a commission for processing CPC Transactions;

(c) not impose any additional requirements or charges on the Cardholder to process the Transaction in the card's local currency; and

(d) not use any language or procedures that may cause the Cardholder to choose CPC by default.

8 Card Not Present Transactions

For Card Not Present Transactions you must disclose the following prior to offering CPC:

(a) inform the Cardholder that they have the choice of paying in New Zealand dollars;

(b) disclose the Transaction amount in New Zealand dollars;

(c) disclose the full Transaction amount in the Cardholder's billing currency, including the commission amount;

(d) advise the applicable exchange rate and commission rate separately.

9 Priority Check-out Service and Rental Car Transactions

When initiating CPC for priority check-out or car rental Transactions, you must have a written agreement with the Cardholder that specifies the following:

(a) that the Cardholder has agreed that the CPC Service will be used;

(b) that the Cardholder has been offered the option of paying in New Zealand dollars;

(c) the Transaction currency agreed to by the Cardholder and you;

(d) that the choice of currency is final;

(e) that you will determine the exchange rate at a later date (taking into account (h) below for priority check-out) without additional consultation with the Cardholder;

(f) the commission rate;

(g) a statement, easily visible to the Cardholder, that specifies the overseas exchange service is being provided by Currency Select Pty Ltd;

(h) if you are processing priority check-out service Transactions using the CPC service these Transactions must be submitted within twenty-four (24) hours of an overseas Cardholder's check-out from your Establishment.

10 Currencies Available

Australian Dollar (AUD)
Pound Sterling (GBP)
United States Dollar (USD)
Japanese Yen (JPY)
Euro (EUR)
Canadian Dollar (CAD)
Singapore Dollar (SGD)
Hong Kong Dollar (HKD)
Malaysian Ringgit (MYR)
Thai Baht (THB)
South African Rand (ZAR)
Indian Rupee (INR)
Swiss Franc (CHF)
Swedish Krona (SEK)
Danish Krone (DKK)
Indonesian Rupiah (IDR)
Norwegian Krone (NOK)
United Arab Emirates Dirham (AED)
New Taiwan Dollar (TWD)
Philippine Peso (PHP)
Brazilian Real (BRL)
Korean Republic Won (KRW)
Fiji Dollar (FJD)
Czech Koruna (CZK)
Polish Zloty (PLN)
Chilean Peso (CLP)
Qatari Riyal (QAR)
Mexican Peso (MXN)
Saudi Riyal (SAR)
Papua New Guinea Kina (PGK)
Vietnamese Dong (VND)
Macanese Pataca (MOP)
Argentine Peso (ARS)
Sri Lanka Rupee (LKR)
Hungarian Forint (HUF)
Tongan Pa'anga (TOP)
Samoan Tala (WST)
Colombian Peso (COP)
Brunei Dollar (BND)
Egyptian Pound (EGP)
Vanuatu Vatu (VUV)
Trinidad and Tobago Dollar (TTD)
Mauritius Rupee (MUR)
Pakistan Rupee (PKR)
Kenyan Shilling (KES)
Solomon Islands Dollar (SBD)

We reserve the right to add, delete or suspend any currency to or from the CPC Conversion service at any time without notice to you.

11 Merchant Statements

You will receive a statement each month for your International Transactions. The statement shows:

(a) a daily summary of card lodgements;

(b) a monthly summary of International Visa and Mastercard net sales amounts with CPC and non CPC Transactions shown separately;

(c) the Merchant Service Fee applicable to the Transactions and the net Merchant Service Fee amount for the month.

Additional Services Schedule Five: Mail, Telephone and Internet Order Transactions

If your Letter of Offer and Acceptance specifies you can process Mail, Telephone or Internet Order Transactions, you must comply with the terms of this schedule which forms part of your Agreement with us for Merchant Facilities. This schedule outlines the specific terms and conditions for Mail, Telephone and Internet Order Transactions.

Mail, Telephone and Internet Order Transactions allow you to accept payments for your goods and services where the Card and Cardholder are not present at your premises, such as paper-based processing, Internet/ websites, call centres and Interactive Voice Response (IVR) sales.

Note: UnionPay Credit Cards and Debit Cards can only be processed through a Merchant Facility Terminal or selected Online Payment Gateways.

Terms and Conditions

1 Definitions

In this schedule; unless the context otherwise requires:

"EMV 3D Secure" – A fraud prevention tool to securely authenticate cardholders – used to minimise your businesses liability from chargebacks due to fraudulent payments.

2 Pre-Authorisation

(i) A pre-authorisation is when you obtain an authorisation on a Merchant Facility Terminal without intending to process the Transaction immediately. The authorisation validates the Credit Card and ensures that the Cardholder has sufficient available credit to pay for the goods or services being purchased.

(ii) If you complete a pre-authorisation you must advise the Cardholder that their available credit limit may be reduced by the amount of the pre-authorisation.

(iii) If the Cardholder has any questions about funds held against their limit you should refer them to their Card Issuer.

(iv) A pre-authorisation does not guarantee payment. If at a later date the Transaction is found to be an Invalid Transaction it may be charged back to you.

Note: The pre-authorisation completion period is up to 30 days for UnionPay Credit Cards. The pre-authorisation may be declined by UnionPay after 30 days.

3 Internet Order Transactions – Testing Of Website and Security of Transactions

(i) We will permit live operation of Internet Order Transactions only when satisfied that you have undertaken appropriate testing of the website and that all operational requirements have been met.

(ii) All Internet Order Transactions conducted over the Internet must be secured by a minimum 128-bit secure socket layer. Other methods of security must be approved by us. The method of Transaction security must be disclosed on your website.

(iii) Card details must not be obtained via unencrypted email.

4 Internet Order Transactions – Information to be disclosed

(i) You must disclose your cancellation, return and refund policies at the time of the Transaction to the Cardholder. Disclosure can be either:

  (a) Displaying the policies on the same page as the checkout page with a 'click to accept' box; or

  (b) Sending the Cardholder an order confirmation email with your cancellation policies displayed.

(ii) In addition to requirements defined in other sections of this schedule, you must display on your website:

  (a) the name of your business (including your trading name);

  (b) the address of your principal place of business must be displayed on the checkout page or one of the cascading pages viewed by the cardholder upon check out;

  (c) electronic mail address, telephone number and facsimile number for both your principal place of business and your customer service contact points;

  (d) a detailed description of the goods or services that are available for purchase from the website, and their price to the Cardholder in New Zealand dollars;

  (e) delivery times and methods for goods and services;

(f) your cancellation, return and refund policies. These policies may not conflict with anything contained within the Agreement including this schedule and the Merchant Operating Guide;

(g) any export conditions and restrictions;

(h) details of any charges payable in addition to the basic price of the goods and services;

(i) your consumer data privacy policy;

(j) details of your security capabilities and policy for transmission of payment card details;

(k) Visa, Mastercard and UnionPay logos must be displayed as per each Scheme's published standards;

(l) a clear statement that you are operating a business located in New Zealand and that all Transactions will be billed in New Zealand dollars unless we have given you approval to accept Transactions in another currency; and

(m) any other information that we notify you in writing must be displayed.

5 Transaction Receipts

(i) When you conduct a Mail, Telephone or Internet Order Transaction you must send a Transaction Receipt to the Cardholder containing:

(a) the name of your business which must be consistent with the name of the business on the website;

(b) your website address (for Internet Order Transactions);

(c) the type of Transaction (sale or refund) and authorisation code;

(d) the value and currency of the Transaction;

(e) the date (in New Zealand time) that the Transaction was completed;

(f) your order reference;

(g) the Cardholder's name, but not their Cardholder number;

(h) your cancellation, return and refund policies; and

(i) a description of the goods or services that are being purchased by the Cardholder.

6 Merchant's Obligations

Settlement

(i) All Internet Order Transactions must be separated from Transactions processed by other Transaction processing mechanisms for settlement to us.

Authorisations

(ii) Authorisations must be obtained for all mail, telephone and Internet Order Transactions.

(iii) When obtaining a telephone authorisation you must disclose that the authorisation is for a Mail, Telephone or an Internet Order Transaction.

Change of Website Details

(iv) Any material change to your Internet site details, such as the URL or name on the website, or in your telephone or facsimile number must be notified to us in writing ten (10) Business Days prior to the change. Any changes must be tested and we will not be obliged to continue live operation of Internet Order Transactions until satisfied that all operational requirements have been met.

Change in use of Website

(v) You must not materially change the use of your website or the types of products and services offered without first notifying us in writing ten (10) Business Days prior to the change. Should you make changes without obtaining our approval we reserve the right to terminate the Merchant Facilities without notice.

Recurring Transactions

(vi) If Mail, Telephone or Internet Order Transactions are to be billed to a Cardholder on a regular basis as part of a subscription or other periodic agreement you must comply with all the provision of the Recurring Transactions Schedule and the applicable Terms and Conditions and ensure that the Cardholder has been advised. In the case of an Internet Order Transaction this advice can be on your website.

Currency Conversion

(vii) If your website enables a Cardholder to calculate the purchase price in a currency other than New Zealand dollars, you must ensure that method of calculation is accurate and any limitations or presumptions are disclosed to the Cardholder.

Prohibited Transactions

(viii) You must not offer goods or services or allow any Cardholder to conduct Mail, Telephone or Internet Order Transactions for any:

(a) illegal goods or services;

(b) counterfeit goods;

(c) gambling or gaming services;

(d) offensive or 'adult' material, such as pornography; or

(e) other forms of goods or services which we advise you are prohibited.

Compliance with Legal Obligations

(ix) Your website content, return and refund policies, cancellation policies, terms of sale, etc must comply with all relevant statutory and legal obligations.

Card Not Present Transactions

(x) Card Not Present Transactions carry a higher risk of fraud because the Transaction is not authorised by a PIN or signature. Therefore, you cannot verify the Cardholder as the legitimate user of the Card. You are liable for all Card fraud committed through your Merchant Facilities.

Chargeback

(xi) In the event of receiving a Chargeback, no further Mail, Telephone or Internet Order Transactions can be accepted from Cardholders with whom previous Transactions have been charged back.

Access

(xii) You must provide us with reasonable access to your website to view, monitor and audit pages of your website.

Protecting Account and Transaction Information

(xiii) You must comply with the Payment Card Industry Data Security Standards (PCI DSS) as outlined in the Terms and Conditions and Merchant Operating Guide when you are processing Mail, Telephone and Internet Order Transactions.

(xiv) If you offer customers the ability to make payments online, then you will implement EMV 3D Secure or latest equivalent industry standard as advised by us.

7 What are our obligations to you?

(i) If you have implemented and/or are employing EMV 3D Secure or latest industry equivalent, then we will not charge back any Transaction for fraud in the following instances:

(a) Internet Order Transactions where both you and the Visa, Mastercard, or UnionPay Card are participants in EMV 3D Secure and the Card Issuer authenticates the Visa or Mastercard Card being used in the Transaction via your website; and

(b) Internet Order Transactions where you are a participant in EMV 3D Secure or latest industry equivalent but either the Visa or Mastercard Card or the Card Issuer does not participate in EMV 3D Secure or latest industry equivalent, except where the Internet order Transaction is made using an anonymous Prepaid Visa card.

(ii) In this clause 7:

(a) 'authenticates' means the process by which the Card Issuer verifies the Cardholder's identity in accordance with the rules and requirements of EMV 3D Secure or latest industry equivalent.

(b) 'fraud' means a Transaction where the Cardholder has not authorised the Transaction.

Additional Services Schedule Six: Multi-Currency Service

If your Letter of Offer and Acceptance specifies that you can process Multi-Currency Transactions, you must comply with the terms of this schedule, which forms part of your Agreement with us for Merchant Facilities. This schedule outlines the specific terms and conditions and operating instructions for Multi-Currency Transactions.

Note: Multi-Currency Transactions are not available for UnionPay Credit and Debit Cards.

Terms and Conditions

1 Definitions

In this schedule, unless the context otherwise requires:

"Base Currency" means those overseas currencies for which the Multi-Currency Service is available. The current base currencies are listed in paragraph 6 of this schedule.

"Card" means a Mastercard Credit Card or Visa Credit Card.

"Card Programme" means the Mastercard or Visa card programme, as the context requires.

"EMV 3D Secure" – A fraud prevention tool to securely authenticate cardholders – used to minimise your businesses liability from chargebacks due to fraudulent payments.

"Exchange Rate" means the exchange rate set by Currency Select Pty Ltd that applies on any given day.

"Intellectual Property Rights" means:

(a) inventions, discoveries and novel designs, whether or not registered or able to be registered as patents or designs, including developments or improvements of equipment, products, technology, processes, methods or techniques;

(b) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist;

(c) confidential information and trade secrets;

(d) trade and service marks (whether registered or unregistered).

"Multi-Currency Service" means the Internet based payments service that facilitates Multi-Currency Transactions.

"Multi-Currency Transaction" or **"Transaction"** means a transaction conducted through the Multi-Currency Service where the Cardholder has paid for the goods/ services offered by you in a Base Currency.

"Software" means the software provided to you by us to enable connection to and use of the Multi-Currency Service.

2 Description of the Multi-Currency Service

(i) The Multi-Currency Service is provided through the ANZ website. The use of the information, graphics and materials on the ANZ website is governed by the website terms of use and the privacy statement.

(ii) The Multi-Currency Service will enable you to set a specific Base Currency amount for Cardholders to pay for a purchase from you over the Internet.

(iii) You acknowledge and agree that the Multi-Currency Transaction will be cleared through the applicable Card Programme in the Base Currency and will then be converted into New Zealand dollars based upon the Exchange Rate.

(iv) We may terminate or suspend the Multi-Currency Service for any reason upon notice to you.

3 Programme Requirements

(i) You will comply with all reasonable instructions provided by us pertaining to the Multi-Currency Service, including those detailed in this schedule.

(ii) In the event that you issue a credit to a Cardholder's account, reflecting either the partial or complete return or reimbursement of a Multi-Currency Transaction, the credit or return will be converted to the Base Currency using the Exchange Rate applicable on the date of presentation of the credit by you, and that credit, as converted, will be cleared through the applicable Card Programme in the Base Currency. The refund amount may vary from the purchase amount due to currency fluctuations.

4 Processing and Settlement of Transactions

(i) When you have been approved to use the Multi-Currency Service, all of your Multi-Currency Transactions will be processed by Currency Select Pty Ltd on behalf of us.

(ii) Settlement of Multi-Currency Transactions is in New Zealand dollars to your Nominated Settlement Bank Account. Settlement occurs one (1) Business Day in arrears.

5 Service Charges

(i) You agree to pay the fees and charges set out in your Letter of Offer and Acceptance, which will be debited to your Nominated Charges Bank Account on the 12th of each month or the next Business Day.

(ii) Merchant Service Fees are charged in New Zealand Dollars.

(iii) The Merchant Service Fee rate is based on the converted New Zealand Dollar value of the Multi-Currency Transactions.

6 Currencies Available for the Multi-Currency Service

(i) The Base Currencies currently available for the Multi-Currency Service are:

AUD - Australian Dollar
CAD - Canadian Dollar
CHF - Swiss Franc
DKK - Danish Krone
EUR - Euro
FJD - Fiji Dollar
GBP - UK Pound Sterling
HKD - Hong Kong Dollar
IDR - Indonesian Rupiah
INR - Indian Rupee
JPY - Japanese Yen
MYR - Malaysian Ringgit
NOK - Norwegian Krone
NZD - New Zealand Dollar
PGK - Papua New Guinea Kina
SBD - Solomon Islands Dollar
SEK - Swedish Krona
SGD - Singapore Dollar
THB - Thai Baht
TOP - Tongan Pa'anga
USD - US Dollar
VUV - Vanuatu Vatu
WST - Samoan Tala
ZAR - South African Rand

(ii) We may add, delete or suspend any currency to or from the Multi-Currency Service at any time without notice to you.

7 Merchant Statements

You will receive a statement each month for your Multi-Currency Transactions. The statement shows:

(a) a daily summary of Card lodgements;

(b) a monthly summary of Visa and Mastercard net sales amounts with Multi-Currency Transactions and other Transactions shown separately;

(c) a monthly summary of the Merchant Service Fees.

8 Merchant Operating System Requirements

You must acquire and maintain all equipment, services and software (other than Software which we provide to you) necessary for you to connect to, and use, the Multi-Currency Service. The terms on which we provide you with Software are set out in paragraph 9 of this schedule.

9 What Are My Obligations?

(i) You will install and maintain the Software provided by us at your own expense.

(ii) You are responsible for complying with all legal obligations to your customers, including the delivery of goods or services to customers whose Transaction(s) are processed through the Multi-Currency Service.

(iii) You are responsible for resolving any dispute between you and any of your customers involving any Transaction processed through the Multi-Currency Service. If the dispute relates to the authorisation of any Transaction through the Multi-Currency Service, we agree to provide reasonable assistance in resolving the dispute should you require it.

(iv) Unless expressly permitted by the Agreement, you and your employees, agents and contractors must not make any representation or statement to a customer about the Multi-Currency Service, us or any of the ANZ Group's procedures, policies or financial products.

(v) You agree that you will not store Cardholder's Card account numbers without our prior written approval, which approval shall be granted at our sole discretion and only following a security review by us of your systems and processes.

(vi) If you offer customers the ability to make payments online, then you will implement EMV 3D Secure or latest equivalent industry standards as advised by us.

10 Intellectual Property – ANZ Software

(i) We grant you a non-exclusive, non-transferable licence to use the Software for the duration of the Agreement. You may install the Software on any of your computers or web-servers.

(ii) You do not have any proprietary rights (including any Intellectual Property Rights) in:

- (a) the Software;
- (b) any authorised or unauthorised modifications to the Software; or
- (c) any updates or new releases of the Software.

(iii) You must not copy, alter, modify or reproduce the Software or merge all or any part of the Software with any other software except:

- (a) inactive copies made solely for the purposes of backup or archiving;
- (b) copies which are necessary to integrate the Software for use with your website or any other software you use in your business; or
- (c) as otherwise reasonably required for the purposes of the Agreement, with our prior written consent.

(iv) You must ensure that any copy of the Software, which you make, as permitted under this paragraph, bears all Intellectual Property Rights ownership notices contained in, or supplied with, the Software.

(v) You may not distribute or resell the Software to any person, including by supplying access to the Software through bureau service processing, without our prior written consent.

(vi) Except where specifically authorised by law, you must not, and must not directly or indirectly allow or cause a third party to, reverse assemble or reverse compile the whole or any part of the Software. You indemnify us for any use, copying, modification or reproduction of the Software outside the terms of the Agreement.

11 What are our obligations to you?

(i) If you have implemented and/or are employing EMV 3D Secure or latest industry equivalent, then we will not charge back any Transaction for fraud in the following instances:

- (a) Internet Order Transactions where both you and the Visa, Mastercard, or UnionPay Card are participants in EMV 3D Secure and the Card Issuer authenticates the Visa, Mastercard or UnionPay Card being used in the Transaction via your website; and
- (b) Internet Order Transactions where you are a participant in EMV 3D Secure or latest industry equivalent but either the Visa, Mastercard or UnionPay Card or the Card Issuer does not participate in EMV 3D Secure or latest industry equivalent, except where the Internet Order Transaction is made using:
  - (a) an anonymous Prepaid Visa card;
  - (b) a Visa Commercial Card issued in the United States region; or
  - (c) a Mastercard Commercial Card issued outside the Asia Pacific region.

(ii) In this paragraph 11:

- (a) 'authenticates' means the process by which the Card Issuer verifies the Cardholder's identity in accordance with the rules and requirements of EMV 3D Secure or latest industry equivalent; and
- (b) 'fraud' means a Transaction where the Cardholder does not recognise or has not authorised the Transaction.

(iii) We have no obligation to provide:

- (a) advice or training on the Software;
- (b) error-correction, modifications or updates to the Software;
- (c) new releases or enhancements for the Software; or
- (d) support or maintenance for the Software once it is installed.

12 Merchant Acknowledgments

(i) You acknowledge that:

(a) the Multi-Currency Service may be affected by outages, faults or delays. Such outages, faults or delays may be caused by many factors, including without limitation, technical difficulties with the performance or operation of our or another person's software, equipment or systems, traffic or technical difficulties with the Internet or infrastructure failures;

(b) although we have implemented the security procedures described on the ANZ website, we cannot warrant that unauthorised access to information and data could not occur;

(c) we do not verify the identity of any person who registers with, or uses, the Multi-Currency Service;

(d) we do not verify any information supplied to it in relation to a Transaction;

(e) notwithstanding that a Transaction has been authorised through the Multi-Currency Service, in certain circumstances a Transaction may nevertheless be declined or charged back. Some of the circumstances in which this may happen are described in your Merchant Operating Guide;

(f) you have relied on your own independent assessment and judgment in determining whether the Multi-Currency Service provided under the Agreement meets your requirements and you have not relied on any statement or representation made on behalf of you in deciding to enter into the Agreement.

(ii) You acknowledge and agree that any loss, damage or liability (including without limitation, any direct or consequential loss, damage or liability arising from disruption to your business) you may suffer or incur as a result of any of the above is your responsibility and is a risk you assume.

Additional Services Schedule Seven: Recurring Transactions

If your Letter of Offer and Acceptance includes the 'Recurring Transactions' functionality, you must comply with the terms of this schedule which forms part of your Agreement with us for your Merchant Facilities. This schedule outlines the specific terms and conditions for Recurring Transactions.

'Recurring Transactions' are Transactions where a Cardholder has granted written authority to you to periodically charge their Nominated card for recurring purchases of goods or services. Recurring Transactions can be for a fixed or a variable amount deducted at monthly, quarterly, semi-annual or annual intervals. A Recurring Transaction is different from other forms of payment because it is initiated only when a Cardholder establishes an ongoing card payment relationship with you.

Terms and Conditions

1 Definitions

In this schedule unless the context requires otherwise:

"Written Authority" has the meaning given to that term in paragraph 3 of this schedule.

2 Terms of Use

(i) You acknowledge that our Recurring Transactions facility will only be used in accordance with the criteria specified in this schedule, the Terms and Conditions and Merchant Operating Guide as amended by us from time to time.

(ii) In addition, you acknowledge that failure to adhere to this schedule or the Agreement may result in us retrospectively charging you for the difference between the Merchant Service Fees for Recurring Transactions and the Merchant Service Fees for Card Not Present Transactions.

(iii) You must ensure that the Cardholder is notified when goods or services cannot be delivered or provided on the agreed upon date.

(iv) You must provide the Cardholder with clear information on all charges related to the goods or services including:

(a) the Recurring Transaction amount (unless the Recurring Transactions are for varying amounts);

(b) the frequency of the Recurring Transactions;

(c) the duration for which Cardholder permission to charge their Nominated card for Recurring Transactions is granted;

(d) where surcharging is permitted, the amount of any surcharge levied must also comply with the requirements set out in clause 21 of the Merchant Agreement Terms and Conditions.

(v) You must provide the Cardholder with a contact number for any billing or general enquiries.

(vi) You must provide a clear statement of how the Cardholder can cancel the Recurring Transaction, either in the cardholder's agreement with you or on your website. If the Cardholder request for the goods or services was initially accepted online, a simple and easily accessible online cancellation procedure must be available to the Cardholder.

(vii) You must comply with all relevant security standards, including the Payment Card Industry Data Security Standard as detailed in the Terms and Conditions and Merchant Operating Guide, when storing any Cardholder information.

(viii) You must provide the cardholder with an electronic Transaction receipt through an email message or other electronic communication method. The receipt must include or provide access to instructions for account management capabilities, including instructions for cancelling the subscription (and thereby withdrawing permission for any subsequent recurring payment).

3 Written Authority

(i) You must obtain written authority from the Cardholder in order to establish Recurring Transactions, which must contain:

(a) the name of your business which must be consistent with the name of the business on your bill, invoice or other correspondence to the Cardholder;

(b) the account or reference number used by your business when communicating with the Cardholder;

(c) the Cardholder's name as it appears on the Nominated card;

(d) the entire 16–19 digit card number appearing on the Cardholder's Nominated card;

(e) the 4 digit expiry date appearing on the Cardholder's Nominated card;

(f) the date the Recurring Transactions will commence and the on-going frequency (the Cardholder must be able to choose this); and

(g) the Cardholder's signature.

Authority to Accept Recurring Transactions – suggested format

Name of Business

Start Date D D M M 2 0 Y Y

Frequency

Reference Number

Cardholder's name on Credit Card

Credit Card type

Credit Card account number

Credit Card expiry date

Cardholder's signature

(ii) You must retain the Written Authority securely for the duration of the recurring services and provide it to us on request.

4 Valid Transactions

(i) For a Recurring Transaction to be valid:

(a) it must not include part payment for goods or services purchased in a single Transaction;

(b) it must not include any additional finance charges above the price of the goods or services; and

(c) you must not continue to process Recurring Transactions if you receive a decline response or a cancellation notice from the Cardholder.

(ii) For a trade Transaction (business to business) to qualify as a domestic recurring payment Transaction, the Transaction must be:

(a) for business to business payments;

(b) for payment of trade accounts only;

(c) for the full payment of trade accounts; and

(d) at least one payment per year must be made on the trade account.

5 Settlement

(i) All Recurring Transactions must be separated from your other types of Transactions before being sent to us for processing.

6 Authorisations

(i) Authorisations must be obtained for all Recurring Transactions. The Authorised Floor Limit for Recurring Transactions is zero. The authorisation is only valid for five (5) days during which time delivery of goods or services must be completed.

7 Recurring Billing

(i) Once the initial authorisation is established, you can automatically initiate Transactions provided written advice is forwarded to the Cardholder at least 14 days prior to each Transaction processing date.

(ii) You must ensure that Recurring Transactions are discontinued immediately upon the Cardholder cancelling the Recurring Transactions. You must also provide the Cardholder with a cancellation confirmation including when the last billing will occur if this has not already occurred or, if a credit is due, when the credit will be processed.

8 Chargebacks

(i) No further Recurring Transactions can be accepted from Cardholders with whom previous Recurring Transactions have been charged back.

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