

ATM PROCESSING FORM

Business Contact Information

COMPANY NAME OF APPLICANT

Recipient of Services

COMPANY PHONE

COMPANY FAX

COMPANY EMAIL

APPLICANT ABN

Australian Business Number

DATE BUSINESS COMMENCED

DD/MM/YY

REGISTERED COMPANY ADDRESS

CITY

STATE

POSTCODE

BUSINESS STRUCTURE

- Sole proprietorship
- Partnership
- Corporation
- Other

APPLICANT CONTACT NAME

APPLICANT CONTACT PHONE

APPLICANT CONTACT FAX

APPLICANT CONTACT EMAIL

Business and Account Information

Is the applicant an eftpos Member? Yes No

PRIMARY BUSINESS ADDRESS

CITY

STATE

POSTCODE

Do you process ATM Transactions for an eftpos Member? Yes No

Which eftpos Members do you process ATM Transactions for? (Full names)

If Applicant is not a Direct Clearer (as defined in the Consumer Electronic Clearing System Regulations), name Applicant's Direct Clearer

If Applicant is not a Direct Settler (as defined in the Consumer Electronic Clearing System Regulations), name Applicant's Direct Settler

DIRECT CLEARER CONTACT NAME

DIRECT SELLER CONTACT NAME

DIRECT CLEARER CONTACT PHONE

DIRECT SELLER CONTACT PHONE

Banking Information

BANK NAME AND ADDRESS

ACCOUNT CONTACT

BSB

ACCOUNT NUMBER

PHONE

Business/Trade References

(If Applicant is not an eftpos Member)

COMPANY NAME

ADDRESS

CITY

STATE

POSTCODE

PHONE

EMAIL

COMPANY NAME

ADDRESS

CITY

STATE

POSTCODE

PHONE

EMAIL

COMPANY NAME

ADDRESS

CITY

STATE

POSTCODE

PHONE

EMAIL

COMPANY NAME

ADDRESS

CITY

STATE

POSTCODE

PHONE

EMAIL

Terms and Conditions (June 2017)

I agree to the ATM Processing Terms and Conditions. Yes

Privacy Policy

I agree to the Privacy Policy. Yes

Agreement

By submitting this application:

1. you acknowledge having access to the ATM processing terms and conditions, eftpos Scheme Rules, Technical, Operational and Security Rules, eftpos Link Specification and Standard Hub Service Schedule and ATM processing services privacy collection statement as published by eftpos;
2. you agree to the ATM processing terms and conditions and represent and warrant that you are authorised to bind the Applicant;
3. you authorize eftpos Payments Australia Limited ABN 37 136 180 366 to make inquiries into the banking and business/trade references that you have supplied;
4. you are not applying to become a Member and will not through any outcome from this application be admitted as a Member of the eftpos Payment System – different documents and processes are to achieve this;

5. you represent and warrant that you:

- i. have read and understood the ATM processing services privacy collection statement
- ii. are authorised to provide the information in this Application
- iii. will keep the relevant information up to date and complete; and
- iv. have or will as soon as possible notify any named individuals that their contact information has been provided to eftpos, the uses and disclosures to be made of it as set out in this Application and that they can seek to update or access their personal information by contacting privacy@eftposaustralia.com.au

ATM Processing Terms and Conditions

1. Definitions and interpretation

1.1 Definitions

The following words have the meanings set out below:

ATM means an electronic device, approved by the administrator of the ATM Access Code, which is unattended by the device owner and capable of automatically dispensing Cash in response to a Cash withdrawal Transaction initiated by a Cardholder but excludes self-service point of sale terminals. Limited service devices (known as "Cash dispensers") that only allow for Cash withdrawal are included.

ATM Transactions means transactions utilising an ATM for:

- a. Cash withdrawals;
- b. Account balance enquiries; and
- c. any other transactions agreed between eftpos and the Recipient from time to time through an SOW.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in Sydney, Australia.

Confidential Information

of a party means all information of that party or any of its Related Bodies Corporate (regardless of form) which:

- a. is regarded by the party as confidential to it or can reasonably be inferred to be confidential from the circumstances in which it is disclosed;
- b. is disclosed to or observed by another person; and
- c. is not in or has not come into the public domain otherwise than by disclosure in breach of an obligation of confidence owed to the party,

and all notes, compilations, analyses, extracts, summaries and other records prepared by or for the benefit of the person receiving information or any of its Related Bodies Corporate based on or incorporating that information, but does not include:

- d. information which is generally and publicly available; or
- e. information on an aggregated basis which is required by eftpos for reporting requirements, but which does not identify the provider of the information.

Commencement Date means for the initial Term, the effective date specified in the Fee Letter and for each subsequent Term, the Renewal Date.

eftpos Materials means any materials (including any methodologies, templates, tools, ideas, processes, procedures, practices, software, reports, guides, diagrams and techniques, and training materials) provided by eftpos under this Agreement.

eftpos Scheme Rules means the document of that name accessible through the eftpos secure portal, together with the eftpos Technical, Operational and Security Rules, Standard Hub Service Schedule and eftpos Link Specification as far as those documents relate to ATM Transaction processing as specified in this Agreement.

eftpos Service Provider means the entity notified by eftpos to the Recipient from time to time.

End Date means the 3rd anniversary of the Commencement Date.

Fault Event means failure or degradation of Services as referenced in the Schedule.

Fees means the fees agreed between the parties in a side letter, which forms part of this Agreement.

Fee Letter means the side letter between the parties that sets out the Fees and forms part of this Agreement.

GST means a goods and services tax, or a similar value added tax, levied or imposed under the GST Law.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

IAC means the Issuer and Acquirer Community Framework, as amended from time to time.

IAC Code Set means the code set administered by Australian Payments Network Limited for the Issuers and Acquirers Community as amended from time to time and any documents that supersede or replace those documents in respect of ATM governance as published by the Australian Payments Network Limited in respect of ATM Transactions from time to time.

Insolvency Event means the occurrence of any one or more of the following events:

- a. an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed and, in the case of an application, the application is not withdrawn, struck out or dismissed within 21 days of it being made;
- b. a liquidator or provisional liquidator is appointed and the appointment is not terminated within 21 days of it being made;
- c. an administrator (as defined in section 9 of the Corporations Act) or a controller (as defined in section 9 of the Corporations Act) is appointed to any of a party's assets and the appointment is not terminated within 21 days of it being made;
- d. it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent;
- e. it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- f. it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable law (including under section 459C(2) or section 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;
- g. a party becomes, or states that it is, an insolvent under administration (as defined in section 9 of the Corporations Act) or action is taken which could result in that event and the proceeding is not dismissed within 21 days of the date action is taken;
- h. an order is made, a resolution is passed, proposal put forward or any other action taken, in each case which is preparatory to or could result in any of the matters referred to in paragraphs (i) to (vii) inclusive;
- i. it is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the Corporations Act;
- j. a notice is issued under sections 601AA or 601AB of the Corporations Act and not withdrawn or dismissed within 21 days;
- k. a writ of execution is levied against it or a material part of its property which is not dismissed within 21 days;
- l. any step is taken by a mortgagee to enter into possession of or dispose of the whole or any part of the other party's assets or business; or
- m. anything that occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition.

Laws means any laws, regulations, regulatory instruments, subordinate legislation, rules, guidance or directions issued by a governmental agency applicable to eftpos or the Recipient.

Materials means all materials provided by the Supplier to eftpos under this Agreement (including methodologies, collateral, templates, ideas, processes, procedures, practices, software, reports, guides, diagrams and techniques).

Personal Information has the meaning in the Privacy Act 1988 C'th.

Project Documents means the documents developed for and from a Standard Hub Direct Connection On-Boarding Workshop between the Recipient and eftpos.

Recipient means an applicant that has submitted to eftpos an application to receive the Services.

Rectification Services means diligently and continuously working to rectify and resolve a Fault Event within the timeframe set out in the Schedule and escalation using the escalation path set out in the Schedule.

Regulatory Event means a change in Law that adversely impacts the continued provision by eftpos or continued receipt by the Recipient of the Services.

Related Body Corporate has the meaning in the Corporations Act 2001 C'th.

Renewal Date means each date from which the Term is renewed in accordance with clause 3.1.

Services means the services specified in the Schedule.

Service Level Credits means an amount equal to 10% of the monthly Fees for the month in which a Service Level failure occurs.

Service Level means the standards of service delivery specified in the Standard Hub Service Schedule.

SOW means a statement of work for additional standard services, constituted by an application for the service by the Recipient, the standard service terms applicable to the relevant service as published by eftpos from time to time and a separate pricing letter signed by both the Recipient and eftpos for the relevant service.

Standard Hub Service Schedule means the document of that name accessible through the eftpos secure portal.

Term means the period between the Commencement Date and the End Date.

Transition Out Services means services ancillary to the Services which are required to affect a smooth transition away from eftpos of the Services, including but not limited to project meetings between eftpos, the eftpos Service Provider and the Recipient's incoming service provider.

1.2 Interpretation

In this Agreement the following rules of interpretation apply unless the contrary intention appears:

- a. headings are for convenience only and do not affect the interpretation of this Agreement;
- b. the singular includes the plural and vice versa;
- c. words that are gender neutral or gender specific include each gender;
- d. where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- e. the words "such as", "including", "particularly" and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- f. a reference to:
 - (i) a person includes a natural person, partnership, joint venture, governmental agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to or replacements of that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this Agreement;
 - (vi) this Agreement includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
 - (viii) an agreement other than this Agreement includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
 - (ix) a monetary amount is in Australian dollars;
- g. an agreement on the part of two or more persons binds them jointly and severally;
- h. when the day on which something must be done is not a business day in Sydney, that thing must be done on the following business day unless a specific date is stated in which case the thing must be done on that date;
- i. in determining the time of day, where relevant to this Agreement, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this Agreement, the time of day in the place where the party required to perform an obligation is located; and
- j. no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

2. Services and Service Levels

2.1 Services

- a. These terms apply to the processing of ATM Transactions using the eftpos Hub. In consideration of the Fees, eftpos will provide the Services to the Recipient in accordance with the Service Levels for the Term.
- b. The connection between the Recipient and eftpos will be a Standard Hub Direct Connection for the purposes of the eftpos Scheme Rules as far as they apply to the processing of ATM Transactions. The parties agree that the following apply to this Agreement:
 - (i) clauses 10, 15, 26, 27 and 28 inclusive of the eftpos Scheme Rules, as if the Recipient were a Direct Connector under those rules;
 - (ii) the provisions of the eftpos Technical, Operational and Security Rules, including the Standard Hub Service Schedule and the eftpos Link Specification as varied by Schedule 2 of this Agreement; and
 - (iii) the IAC Code Set to the extent it applies to ATM Transactions.

2.2 Service Levels and escalations

- a. eftpos must meet the Service Levels. Within 10 Business Days of the end of each calendar month, eftpos must provide to the Recipient a Service Level report for the period since the last report.
- b. The parties' relationship management representatives will meet once per quarter, or such other lesser frequency as agreed, to review performance against Service Levels. If Service Levels are not met in any month, eftpos will:
 - (i) take active steps to return to required Service Levels within one month; and

- (ii) escalate in accordance with the escalation path as set out in the Schedule.
 - c. If a Fault Event occurs, then eftpos will provide Rectification Services in accordance with the escalation path as set out in Schedule 1 to this Agreement.

2.3 Relationship

Nothing in this Agreement shall be construed as creating a partnership or relationship of agency between eftpos and the Recipient or constitute the ATM Transactions as eftpos Transactions for the purposes of the eftpos Payment System. Neither party is to hold itself out as having the authority or power to bind the other party in any way in respect of ATM Transaction processing.

3. Term and Termination

3.1 Term

This Agreement commences on the Commencement Date and, for the initial term, will continue for a period of 3 years, unless terminated earlier in accordance with this Agreement. Unless either party gives notice to the other that it does not renew this Agreement not more than 7 months nor less than 6 months before the End Date of the then current term, this Agreement automatically renews for a further period of 3 years at the pricing agreed between the parties in the then current Fee Letter.

3.2 Termination

- a. A Termination Event occurs on either party giving 30 days' notice if:
 - (i) any of the parties is in breach of its obligations under the Agreement and such breach is not remedied within 60 days of receipt of notice of breach from the other party; or
 - (ii) an Insolvency Event occurs in respect of any other parties; or
 - (iii) a Regulatory Event occurs.
- b. eftpos may terminate this Agreement upon 180 days written notice to the Recipient if eftpos resolve to cease supplying the Services as a business line.
- c. The Recipient may terminate this Agreement:
 - (i) upon 180 days' written notice to eftpos; or
 - (ii) if eftpos fails to meet the same Service Level on 3 consecutive occasions in any rolling 6 month period.
- d. On termination each party shall return to the other or destroy any Confidential Information of the other party.
- e. Termination of this Agreement does not affect any rights accrued prior to termination.
- f. On termination of this Agreement:
 - (i) eftpos will provide the Transition Out Services for a period of 180 days after the end of the termination notice period;
 - (ii) the Recipient will continue to pay the Fees for the Services as set out in the Fee Letter.

4. Fees and GST

4.1 Fees

- a. In exchange for provision of the Services and the delivery of a valid tax invoice in accordance with GST Law, the Recipient will pay to eftpos the Fees within 30 days of the date of an invoice. Invoices will be issued monthly in arrears.
- b. Any Service Level Credits will be deducted from the next monthly invoice except if they apply in the last month of the Term in which case eftpos will refund the amount of any unpaid and undisputed Service Level Credits to the Recipient.

4.2 Fees and GST

- a. Any consideration or amount payable under or in connection with this Agreement, including any non-monetary consideration (as reduced in accordance with paragraph (e) if required) (Consideration) is exclusive of GST.
- b. If GST is or becomes payable on a Supply made under or in connection with this Agreement, an additional amount (Additional Amount) is payable by the party providing consideration for the Supply (Recipient) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (in this clause 4.2 only, the Supplier) in accordance with the GST Law.
- c. The Additional Amount payable under paragraph (b) is payable without set off, demand or deduction at the same time and in the same manner as the Consideration for the Supply, and the Supplier must provide the Recipient with a Tax Invoice within 14 days after the time of payment of the Additional Amount.
- d. If an Adjustment Event occurs, the parties must do all things necessary to make sure that the Adjustment Event may be appropriately recognised, including the issue of an Adjustment Note.
- e. Despite any other provision in this Agreement:
 - (i) if an amount payable under or in connection with this Agreement (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (Amount Incurred), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred; and
 - (ii) no Additional Amount is payable under paragraph (b) in respect of a Supply to which s 84-5 of the GST Law applies.
- f. Any reference in this clause 4.2 to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of a GST Group of which the party is a member is entitled.
- g. Terms used in this clause have the same meaning as in the GST Law unless otherwise stated.

4.3 Taxes

- a. Subject to clause 4.2, the Supplier must pay any taxes payable upon, or in respect of, the provision of the Services or the performance of the Supplier's obligations under this Agreement wherever and however such taxes arise.
- b. The Recipient may withhold any withholding payments required by law to be withheld.

4.4 Payment of Fees

The Recipient will pay the undisputed amount of each tax invoice within 30 days of receipt of the invoice.

4.5 Fee disputes

- a. If there is a genuine dispute about whether all or any part of the Fees or any other amount contemplated by this Agreement is paid or payable, the Recipient may withhold the disputed amount until the dispute is resolved.
- b. Clause 8 applies to a dispute of the kind referred to in paragraph (a).
- c. If requested to do so by the Recipient, eftpos must promptly provide the Recipient with sufficient evidence to substantiate any amount invoiced by eftpos under this Agreement that are queried or disputed by the Recipient.

5. Liability Regime

5.1 Implied warranties

- a. All express or implied guarantees, warranties or conditions relating to this Agreement or its subject matter, not contained in this Agreement, are excluded from this Agreement to the maximum extent permitted by law.
- b. Nothing in this Agreement excludes, restricts or modifies any guarantee, condition, warranty, right or remedy implied or imposed by any statute which cannot lawfully be excluded, restricted or modified (a Non-Excludable Condition).
- c. If a Non-Excludable Condition is implied or imposed in relation to this Agreement and cannot be excluded, and eftpos is able to limit the Recipient's remedy for a breach of the Non-Excludable Condition, then the liability of eftpos for breach of the Non-Excludable Condition is limited to one or more of the following at the Recipient's option:
 - (i) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
 - (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

5.2 Indirect and consequential damages

- a. Clauses 42.2, 42.3, 42.4, 42.5, 42.6, 42.7 and 42.9 of the eftpos Scheme Rules apply in respect of claims capable of being made under this Agreement as if the Recipient was a Direct Connector as referred to in the eftpos Scheme Rules.
- b. Specifically, neither party will be liable for:
 - (i) any special, indirect, incidental, consequential or punitive damages; or
 - (ii) economic loss, loss of profits or loss of any of the following – revenue or clients, goodwill, bargain, anticipated savings, use of products or equipment, software, data or management time,whether the relevant claim is made for breach of contract, in tort (including negligence), under product liability legislation, under any other statute, under an indemnity or otherwise and whether or not the party was aware or should have been aware of the possibility of such loss or damage.

5.3 Capped liability

Subject to clause 5.2:

- a. the maximum aggregate liability of the Recipient for all claims, suits, losses, damages, costs and expenses under or relating to this Agreement or its subject matter is limited to the amount of the unpaid Fees; and
- b. the maximum aggregate liability of eftpos for all claims, suits, losses, damages, costs and expenses under or relating to this Agreement or its subject matter is limited to the Service Level Credits.

6. Confidentiality and privacy

6.1 Confidentiality

Clause 41 of the eftpos Scheme Rules applies to this Agreement.

6.2 Privacy

- a. This clause applies to any Personal Information provided to, or obtained or accessed by, eftpos in the course of performing its obligations under this Agreement, or otherwise in connection with this Agreement.
- b. If eftpos collects, uses, discloses, transfers or otherwise handles Personal Information to which this clause applies, it will comply with all applicable Privacy Legislation.
- c. eftpos will and will ensure that the eftpos Service Provider:
 - (i) only use Personal Information to which this clause applies to the extent necessary to perform its obligations in accordance with this Agreement;
 - (ii) subject to paragraph (d), not disclose Personal Information to which this clause applies to any other third party without the express, prior written authority of the Recipient or as expressly required by Law;
 - (iii) establish, maintain and enforce appropriate policies and procedures, and associated access controls and other technological measures, to ensure that Personal Information to which this clause applies is only

accessible to those personnel who require such access for the purpose of performing their duties of engagement;

- (iv) without limiting paragraph (iii), ensure that none of its or their personnel who have access to any Personal Information to which this clause applies use, disclose, transfer or retain such Personal Information except to the extent necessary to perform their duties of engagement;
 - (v) co-operate with any of the Recipient's requests or directions concerning the rights of individuals to access and correct such Personal Information;
 - (vi) immediately notify the Recipient after eftpos becomes aware that a disclosure of Personal Information to which this clause applies may be required by Law (including under Privacy Legislation), and, prior to any such disclosure if requested by the Recipient:
 - A. assist the Recipient in obtaining a written legal opinion, from a reputable law firm or senior counsel nominated by the Recipient (and for which the Recipient pays), confirming that the disclosure is required by Law; and
 - B. assist the Recipient to prevent or limit such disclosure;
 - (vii) ensure that any personnel of eftpos who are required to deal with Personal Information to which this clause applies are made aware, through training, of the obligations in this clause;
 - (viii) without limiting any of eftpos' obligations under this clause, or otherwise under this Agreement, not do any act or engage in any practice that would breach any Privacy Legislation, or which, if done by or engaged in by the Recipient, would be in breach of any Privacy Legislation;
 - (ix) immediately notify the Recipient if it becomes aware of a breach of this clause; and
 - (x) on the termination or expiry of this Agreement for any reason but subject to any requirement of Law to retain such information, destroy or otherwise deal with any Personal Information to which this clause applies in accordance with the directions of eftpos.
- d. Without limiting any of eftpos' obligations under this Agreement, eftpos will not transfer any Personal Information outside of Australia unless it complies with this paragraph. If eftpos wishes to transfer any Personal Information outside of Australia (including to a sub-contractor or Related Body Corporate outside of Australia), eftpos will, prior to transferring any Personal Information:
 - (i) provide to the Recipient all relevant information relating to the proposed transfer, including the country and any including to a sub-contractor or Related Body Corporate to which the Personal Information is intended to be transferred, a detailed description of the Personal Information that is intended to be transferred and the purpose for which such transfer is required; and
 - (ii) obtain the Recipient's prior written approval to the transfer. The parties agree that eftpos may transfer Personal Information to the eftpos Service Provider located in the United States of America, which has entered into a written agreement with eftpos that reflects the eftpos obligations of privacy under this Agreement. As part of considering whether to give such approval for eftpos to transfer Personal Information to any other entity than the eftpos Service Provider, the Recipient will require eftpos to satisfy the Recipient that a written agreement and appropriate arrangements have been put in place (including between the Supplier and any sub-contractor or Related Body Corporate to whom the Personal Information will be transferred) to ensure that the handling of Personal Information will at all times be conducted in accordance with this clause.
 - (iii) If an individual whose Personal Information is received by eftpos makes a request to eftpos to access their Personal Information, eftpos will immediately notify the Recipient and, subject to any other instructions from the relevant individual, consult with the Recipient about the access and comply with the Recipient's privacy policy (including the relevant time periods) when providing access.
 - (iv) In this clause, a reference to "transfer Personal Information" or "disclose Personal Information" (or any similar terms) includes allowing or facilitating access to such Personal Information.

7. Intellectual Property

Clause 45 of the eftpos Scheme Rules applies to this Agreement.

8. Dispute resolution

- a. If any bona fide dispute arises between the parties under or in relation to this Agreement, before commencing any action or court proceeding, the party raising the dispute must give a notice to the other party setting out reasonable particulars of the dispute (Dispute Notice). Both parties' contract representatives must then meet within 10 Business Days of the date of the Dispute Notice to discuss in good faith and attempt to resolve the dispute.
- b. If both parties' contract representatives are unable to resolve the dispute under paragraph (a) within 15 Business Days of the date of the Dispute Notice, each party must nominate a senior executive who has express authority to resolve the dispute. Each party's nominated senior executives must then meet with 20 Business Days of the date of the Dispute Notice to discuss in good faith and attempt to resolve the dispute.
- c. If the senior executives nominated under paragraph (b) are unable to resolve the dispute within 30 Business Days of the date of the Dispute Notice, either party may initiate court proceedings.
- d. Nothing in this clause 8 prevents either party from commencing any action or proceeding at any time for urgent interlocutory relief in any court or tribunal having jurisdiction over such action or proceeding.
- e. The parties will continue performing their respective obligations under this Agreement while the dispute is being resolved, unless and until such obligations are terminated or expire in accordance with this Agreement.
- f. Each party must bear its own costs of complying with this clause 8.

9. General

9.1 Consents and approvals

Except as expressly provided in this Agreement, a party may conditionally or unconditionally in its absolute discretion give or withhold any consent or approval under this Agreement.

9.2 Constitution of Agreement

This Agreement comprises the Application, Fee Letter, these terms and conditions, any SOW and such of the eftpos Scheme Rules and Technical Operational and Security Rules as are referred to and incorporated by reference into these terms and conditions. The Agreement is created, effective from the date specified in the Fee Letter, by the Recipient applying for the Services via the eftpos website, through which the Recipient agrees to these terms and conditions.

9.3 Costs, expenses and duties

Except as expressly provided in this Agreement, each party must pay its own costs and expenses of negotiating, preparing and executing this Agreement and any other instrument executed under this Agreement.

9.4 Indemnities

Each indemnity in this Agreement is a continuing indemnity, separate and independent from the other obligations of the parties and survives termination of this Agreement.

9.5 Cumulative rights

Except as expressly provided in this Agreement, the rights of a party under this Agreement are in addition to and do not exclude or limit any other rights or remedies provided by law.

9.6 Entire agreement

- This Agreement, together with documents incorporated by reference into this Agreement, is the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter.
- Each party represents and warrants that it has not relied on any representations or warranties about the subject matter of this Agreement except as expressly provided in this Agreement.

9.7 Governing law and jurisdiction

This Agreement is governed by the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

9.8 Notices

Clause 43 of the eftpos Scheme Rules applies to this Agreement.

9.9 Survival and merger

- No term of this Agreement merges on completion of any transaction contemplated by this Agreement.
- Clauses 3.2(d), (e) and (f), 4, 5, 6, 8 and 9 survive termination or expiry of this Agreement together with any other term which by its nature is intended to do so.

9.10 Severability

Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this Agreement is not affected.

9.11 No third party rights

Except as expressly provided in this Agreement:

- each person who enters this Agreement does so solely in its own legal capacity and not as agent or trustee for or a partner of any other person; and
- only those persons who execute this Agreement have a right or benefit under it.

9.12 Variation and waiver

- eftpos may vary these terms and conditions through publication of a new version of the terms and conditions on the eftpos website. The changed terms and conditions apply 30 days after publication on the eftpos website without further notice from eftpos to the Recipient, except in respect of changes to clauses 3, 4 and 5 which will only be changed following consultation with participant ATM direct connectors to the eftpos Hub through the ATM Working Group held by eftpos and eftpos Member representatives for participant ATM direct connectors to the eftpos governance committee called Member Advisory Committee. No variation of the Fee Letter is effective unless made in writing and signed by each party.
- No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- A single or partial exercise of a right or remedy under this Agreement does not prevent a further exercise of that or of any other right or remedy.
- Failure to exercise or delay in exercising a right or remedy under this Agreement does not operate as a waiver or prevent further exercise of that or of any other right or remedy.

9.13 Further assurances

- Each party must do all things and execute all further documents necessary to give full effect to this Agreement.
- Where this Agreement requires eftpos to certify a matter, the certification must be in writing and delivered to the Recipient.
- A certification given under this Agreement is a representation and warranty of the matter certified and binds eftpos in the same way as a representation and warranty expressly stated in this Agreement.

Schedule 1 – Details

Item number	Item	Details
1	Commencement Date	The effective date stated in the Fee Letter.
2	Services	Switching and processing of off-us ATM Transactions between the Recipient and issuers directly or indirectly connected to the eftpos Hub, being: <ol style="list-style-type: none"> ATM Transaction routing; Provision of reconciliation reports for the Recipients off-us ATM Transactions in respect of each settlement counterparty nominated by the Recipient in the Project Documents. <p>For clarity, unless otherwise specifically agreed between the parties, eftpos is not involved in Interchange Settlement nor dispute resolution relating to ATM Transactions. The eftpos Link Specification applies to the Services.</p>
3	Service Levels	The Standard Hub Service Levels apply to this Agreement. eftpos will produce service level reports within 10 Business Days of the end of each calendar month
4	Fault Event	See table below

Priority level**	Severity level	Description and example	Initial response or notification to Direct Connector*	Target Fix or resolution time*	Update frequency
1	Extreme	Total system failure where the eftpos Hub BCP/DRP is invoked; Security incident; Data breach	15 mins	1 hour	hourly
2	High	500 or more transactions in aggregate impacted resulting in transactions timing out within a single 24 hour period; A reporting/settlement issue with a value greater than \$200,000 occurs; Security incident; Data breach	30 mins	2 hours	hourly
3	Moderate	Less than 500 transactions in aggregate impacted resulting in transactions timing out within a single 24 hour period; A reporting/settlement issue with no monetary/ service impact; Security incident; Data breach. Repeat Priority 2 incidents may be deemed a Priority 1 incident.	1 hour	1 Business Day	4 hours
4	Low	New release	1 hour	New release	N/A

* The time period runs from the earlier of when eftpos first becomes aware of the Fault Event or when the Recipient notifies eftpos of the Fault Event

** eftpos will determine the appropriate Priority level for each Fault Event

5	Escalation path	First contact eftpos	Escalation contact eftpos
		Level 1: eftpos Member Support 1300 650 831 eMS@eftposaustralia.com.au	Escalation level 2: Senior Manager, Service Management Jane Low jlw@eftposaustralia.com.au
			Escalation level 3: Chief Information Officer Ben Tabell btabell@eftposaustralia.com.au

Schedule 2 – Change to Technical, Operational and Security Rules for ATM processing services

Terms defined in the eftpos Scheme Rules or the Technical, Operational and Security Rules have the same meanings when used in this schedule which forms part of the Agreement. The eftpos Technical, Operational and Security Rules (TOSR), including the Standard Hub Service Schedule, are incorporated by reference into this Agreement and apply to ATMs, ATM Transactions and the Services, provided that:

- The Standard Hub Service Schedule applies:
 - to ATM Transactions as if they were eftpos Transactions;
 - as if eftpos Interchange Activities related to ATM Transactions;
 - to escalation procedures related to ATM Transactions processed using the eftpos Hub, save that section 7.2.4 and Table 1 of Section 7 of the Standard Hub Service Schedule are replaced with items 4 and 5 of Schedule 1 of this Agreement
- The definition of Standard Direct Connection Process in the Standard Hub Service Schedule does not include bilateral connections for the purposes of this Agreement. This Agreement does not apply to bilateral connections between the Recipient and any other person.
- References to Applicant Direct Connector are to be read as references to the Recipient under this Agreement without any additional qualification requirement under the eftpos Scheme Rules
- Sections 3.3(c), 3.3.2 of the Standard Hub Service Schedule, only applies in respect of other Direct Connectors for ATM Transactions for the purposes of this Agreement
- References to Acquirer Members, Member(s) and eftpos Acquirers are references to acquirers and references to Issuer Members are references to issuers in respect of ATM Transactions
- References to eftpos Terminals and Terminals and POS are references to ATMs. For clarity, eftpos does require TAV and cTAV certification for ACe applications on ATMs through the eftpos Certification Body
- References to testing protocols for the eftpos Hub and terminal application validation apply to such testing protocols as eftpos publish from time to time in respect of ATMs
- References to Settlement are references to the process of discharging payment obligations between Issuers and Acquirers arising from ATM Transactions and the IAC requirements will be applied to the Services as confirmed between the Recipient and eftpos as part of the Standard Direct Connection Process. Specifically, Sections 2.13.2 and 9.1.2.1 of the TOSR do not apply. Instead, transaction activity files will be provided to the Recipient in the format published by eftpos in the Project Documents and sections 9.1.1, the first paragraph of 9.1.2.1, 9.1.2.2, and 9.1.3 of the TOSR do not apply
- References in the TOSR to:
 - fallback processing, other than Technology Fallback, and authorisation of transactions above floor limits (sections 2.12, 4.12.4–4.12.8 inclusive and 8.7)
 - disputed transactions and chargebacks (section 7 Disputes and Chargebacks)
 - statement narratives for refund transactions (sections 3.11.1–3.11.3 and 7.1.3)
 - fees (section 2.15)
 - compromised Terminals (sections 3.12.1 and 3.12.2)
 - merchant checks (section 4.7.1)
 - the last paragraph of (section 4.11)
 - insufficient funds – short duration pre-authorized transactions (section 7.1.3)
 - eftpos operating procedures (sections 4.7.2–4.7.4 and 4.7.8–4.7.9)
 - cardholder enquiries, merchant enquiries and branch enquiries (second paragraph of 4.14.1, 4.14.2 and 4.14.3)
 - cards left on merchant premises (section 4.15)do not apply. The IAC governs the above and allocates liability between the issuer and the acquirer.
- Any ATM Transactions utilising Technology Fallback must comply with both the IAC Code Set and the eftpos Link Specification.
- Sections 2.13.2 and 9.1.2.1 do not apply. Instead, transaction activity files will be provided to the Recipient in the format published by eftpos in the Project Documents
- Transaction messages and acquirer interfaces with the ATMs must comply with the ATM Transaction sections of the eftpos Link Specification which applies to the extent of any inconsistency with the TOSR
- Section 6.4 Supported Transaction Set does not apply to ATM Transactions. Instead, the transaction flow and description set out in the IAC Code Set applies.
- The following appendices do not apply:
 - Appendix 2,
 - Appendix 3A,
 - Appendix 3B,
 - Appendix 3C,
 - Appendix 3E,
 - Appendix 3F, and
 - Appendix 4A – instead see the report published by eftpos as part of the Project Documents.

Privacy Policy

eftpos Payments Australia Limited (ABN 37 136 180 366)

eftpos Payments Australia Limited (ABN 37 136 180 366) (ePAL, eftpos, we, us) operates the eftpos payment system, which is both a debit card payment system and a prepaid card payment system. ePAL has policies, practices, procedures and systems controls designed to comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. This Privacy Policy sets out how ePAL collects, uses, keeps secure and discloses personal information collected by any means and by any technology, including through the "eftposaustralia" website.

This policy sets out common aspects of our information handling practices. However, what personal information we collect differs according to our interaction with you. This policy should be read in conjunction with any privacy collection statement made available to you before, at or as soon as practicable after the time of collection of personal information for specific interactions. The privacy collection statement relevant to our interaction with you prevails to the extent of any inconsistency with this policy.

About Us

"eftpos" is a debit payment system and prepaid card system, which governs and facilitates electronic payment transactions in Australia. eftpos is trusted by consumers and merchants as a secure, convenient and efficient method of payment. As the Australian domestic debit payment system and prepaid card payment system, eftpos does not have premises outside of Australia, does not provide products or services to persons outside Australia and does not track the behaviours of persons outside Australia in a way that seeks to identify those persons to us. We do interact with counterparties and suppliers outside Australia, including in Europe, the United States of America and across Asia. Those interactions include use of, predominantly, counterparty and supplier employee names and email addresses for business purposes on terms governed by agreements with those counterparties and suppliers.

What personal information do we collect

The personal information we collect differs according to our interaction with you. The categories of interaction and the types of personal information collected and held by us may include:

For recruitment related activities:

- Name, address, date of birth, resume, references, skills and experience information, as well as an identity- verification and reference check information;

For certification authority services:

- Identification information such as your name, date of birth and place of work and copy of driver's licence;

For business interactions:

- Contact information such as your name, company you work for, business address, fixed line or mobile phone number, email address and social media contact information. In the case of sole trader suppliers, we will also collect billing and bank account details. We do interact with counterparties and suppliers outside Australia, including in Europe, the United States of America and across Asia. Those

interactions use the personal information listed here for business purposes on terms governed by agreements with those suppliers;

For payment processing and provisioning payment products or enabling payment channels:

- Information required for payment processing, such as eftpos transaction and loyalty program information – this is not personal information about cardholders but may identify a sole trader merchant;
- Your name, address and mobile phone number as well as card details at the time of provisioning a card for mobile payments;
- Payment recipient name, address, mobile phone number, BSB and Account Number and Date of Birth, Place of Birth for person to person payments;

For disputes and chargebacks administration:

- Your name, address and transaction details.

For entry by you into competitions promoted by eftpos:

- your name, email address, fixed line or mobile phone number, gender, age, transaction receipt information and, for winners, addresses.

For employees:

- for the calculation and placement of insurances – your name, email address, mobile phone number, gender, age, address and salary information.
- For internal business process tools e.g. project and matter management, risk management, training, performance management, and employee assistance programs in the ordinary course of business – name, user name, email address
- For business interaction purposes and BCP in the ordinary course of business – in addition to the above mobile phone number
- For finance and payroll, human resource and employee assistance programs in the ordinary course of business – in addition to the above and only as relevant to the tool use with appropriate access controls and security measures – payroll-related information (base pay and on-costs), address, bank details, personal email address, expense claims, leave requests.

Where possible, we will give you the option to deal with us anonymously. However, this may not always be possible, depending on the nature of your interaction with us. We will, directly or through counterparties with relationships with you, explain to you if information that identifies you is necessary for the relevant interaction. If you choose not to provide certain personal information (e.g. your date of birth in respect of Certification Authority services, your name and mobile phone number when provisioning a card for mobile payments), we may not be able to provide you with the services you request, or the level of service on which we pride ourselves.

Occasionally, we may collect personal information about other individuals from you (e.g. member/vendor employee contact details). If so, we rely on you to inform those individuals that you are providing their personal information to us and to advise them that we can be contacted for further information about how we handle their information (refer to our contact details below).

How we collect personal information

We collect personal information in a number of ways, including:

- directly from you (if it is reasonable and practicable to do so) for example, when you provide information by phone, in application forms or other agreements, or when you submit your personal details through our website (e.g., for marketing campaigns, certification authority services or complaints) or through the project management tool used by us in conjunction with our service providers;
- from third parties for example from our members (which are banks and retailers and their aggregator service providers) and from other entities that provide payment processing, disputes and chargeback handling and related services for the purposes of the eftpos payment system, including loyalty and data enrichment, in circumstances where it is unreasonable or impractical to collect the information directly from you;
- from publicly available sources of information, such as business social media services;
- when you visit our website (refer below for details on information collected through use of our website); and
- for employees, from financial management or other business related management tools used by us in conjunction with our service providers or in the ordinary course of business.

How we use your personal information

Your personal information may be used for any of the following (in addition to specific use to you in a separate privacy collection statement provided at or about the time of collection):

- verification of your identity (e.g., for certification authority services or for marketing competition winners);
- providing you or, where you work for an eftpos Member or participant entity or partner counterparty, your employing entity with documents and information relevant to your or your entity's participation in the eftpos payment system;
- providing you with information about or delivery of our products or services or such services ancillary to or necessary for those products or services (including in accordance with marketing campaigns);
- providing you with information promoting our products and services if you choose to receive that information and have expressly informed us of your desire to receive such information;
- payment processing services, product provisioning, loyalty program support, administration of our business, business analysis, dispute resolution, prevent or minimise fraud or meet any legal obligations imposed on us;
- statistical or other analysis or similar research purposes, whether or not for product development;
- maintenance and development of our business systems and infrastructure, including monitoring performance, testing and upgrading of these systems;
- for employees:
 - enabling calculation and placement of insurances; and
 - providing risk management, financial management, human resource management, training support, performance management, and employee assistance programs in the ordinary course of business,

(each a Purpose).

If we receive personal information about you that we did not ask for, then we will take reasonable steps, in a reasonable time after receiving the information, to determine whether the information is required for any legitimate business purpose involving you and if not, we will take steps to lawfully destroy the information.

Your privacy and personal information is important to us and we will do each of the following:

- take reasonable steps to ensure the personal information that we collect, use or disclose is accurate, complete and up-to-date and relevant to the use or disclosure;
- facilitate anonymity or pseudonymity where possible, unless it is impractical in the circumstances;
- take reasonable steps to protect your personal information from misuse, loss and unauthorised access, modification or disclosure. This includes physical and logical security measures such as premises, infrastructure and database access restrictions, de-identification of data where possible and encryption of data in transit and at rest;
- take reasonable steps to destroy or permanently de-identify personal information if we no longer need it for any legitimate business purpose.

When we disclose your information

We will disclose your information:

- where you have consented to that disclosure, including where you have authorised a third party to seek information about you for the provision by them of products and services to you;
- for a Purpose to our service providers, including:
 - website hosting in Australia in respect of "cookie" information;
 - database hosting in Australia, the United States of America, the United Kingdom and The Netherlands;
 - product and application testing in Australia and Taiwan;
 - payment processing service providers located in Australia and the United States of America and dispute and chargeback service providers in The Netherlands and the United Kingdom;
 - project collaboration with our counterparties and suppliers in Australia, Germany and the United States of America;
 - identity and reference checks in Australia and to a prospective employee's country of origin;
 - internal business process database hosting and support services (e.g. finance, expense management and payroll tools) in Canada, India, Philippines, in the countries of the European Union (e.g., France, Spain, Italy, and Romania).

We have entered into agreements with each of these entities which require compliance with the Privacy Act 1988 (C'th) and include provisions designed to give your personal information at least the same level of protection as we provide;

- for a Purpose to our members (which are banks, independent acquirers and retailers and their aggregator service providers), as necessary, to enable us to provide any of our products or services to you or answer enquiries and administer governance activities related to our rules. These entities are also bound by the Privacy Act 1988 (C'th) and have their own privacy policies, and will observe these when using your personal information;
- where we are required or authorised to do so by law, including in response to a lawful request by any government, regulatory body or enforcement agency;
- where it is necessary in order to investigate an unlawful activity;
- where it is necessary to prevent a serious and imminent threat to a person's life, health or safety, or to public health or safety.

Trans-Border Data flow

It is possible that the overseas entities which we share your personal information with may not be subject to foreign laws that provide the same level of protection of information as in Australia or may not be subject to any privacy obligations. Overseas entities may be required or compelled to disclose your personal information to a third party such as an overseas authority. You may not be able to seek redress in the overseas jurisdiction against the overseas entity. If we ask and you consent to us disclosing your personal information to an overseas entity and that overseas entity breaches the Australian Privacy Principles, we will not be accountable for that breach under the Privacy Act and you will not be able to seek redress in respect of that breach under the Privacy Act. Therefore, if we transfer or provide access to your personal information to a recipient outside Australia, we will impose, and review compliance with, obligations on that recipient to comply with the Privacy Act 1988 (C'th) and include provisions designed to give at least the same level of protection for your personal information as we provide.

Information collected from the ePAL website

We collect information about the website and the service, including the number of visitors, when the visits occur, how many pages are viewed and navigation patterns. We may also collect and store your Internet Protocol (IP) address. We get this information from 'cookies', which are a website tool commonly used to identify website users' computers. In these circumstances, it is impractical for us to collect the information directly from you. Knowing this information allows us to ensure that the information and services available through the website are relevant. We may use this information to obtain statistical information, which helps us evaluate and enhance the website. We may also send session numbers and keys as cookies to ensure that your connection, when using our online services, is kept as secure as possible.

It is ePAL's policy not to sell or pass on any information recorded about your visit to the website for commercial purposes unrelated to any Purpose, unless we have your express consent.

If you decline to provide us with certain personal information when requested (for example, refusing cookies in your browser), the website may not operate optimally or at all.

We also use your IP address to help diagnose problems with and to administer our web site. No attempt is made to link any IP address with any individuals that visit the site.

Where our website contains links to other sites, we are not responsible for the information handling practices or content of these external sites.

We also maintain several email lists to keep you informed about areas of specific interest. You may request to join our mailing lists by signing up through our website or by contacting us. You may also unsubscribe from any email list at any time.

Any personal information collected from emails to the whistleblower contact address on our website is used for purposes required by law in respect of those emails and for statistical purposes.

We do not sell, rent, loan, trade, or lease any addresses or other information on our lists, or any other personal information that we may collect or hold, to anyone, unless you have provided express consent.

Access to your personal information

You can request access to the personal information we hold in a record about you. Your request must be in writing and include proof of identity. We may charge a fee for the staff time and any expenses incurred to respond to your request and provide the requested information to you. If it is not possible for us to provide you with access as requested, we will tell you why.

If you think that any personal information we hold about you is not accurate, complete and up-to-date, you may ask us to amend your details. We will take reasonable steps to amend your personal information as you direct, unless we reasonably consider that your information is already accurate, complete and up-to-date, in which case we will tell you why.

If you believe that we have failed to comply with this privacy policy, we encourage you to tell us how and to be as specific as possible so that we can resolve any misunderstanding or dispute between you and us. We will do our best to resolve your complaint as quickly as possible and will in any event respond within 5 days of receiving details from you. If you are not satisfied with our response to your complaint, you can refer the matter to:

Director of Complaints,

Office of the Australian Information Commissioner,
Level 3, 175 Pitt Street, Sydney 2000
GPO Box 5218, Sydney NSW 2001.
Telephone: 1300 363 992
Facsimile: +61 2 9284 9666
Email: enquiries@oaic.gov.au

You can contact us by writing to us at Level 11, 45 Clarence St, Sydney NSW 2000 or by email at privacy@eftposaustralia.com.au or by contacting us at (02) 8270 1800 and asking for the Privacy Officer.

Approved by the Board of Directors on: 13 January 2021