



# Macquarie Tri-Party Agreement

Sponsored Merchant Agreement

This Sponsored Merchant Agreement comprises:

- (a) Part A (Acquirer Terms): being terms that take effect as a tripartite contract between the sponsored merchant (you), IntegraPay Pty Ltd ABN 63 135 196 397, IntegraPay of 2 Clunies Ross Court, Eight Mile Plains, QLD 4113 (Facilitator) and Macquarie Bank Limited ABN 46 008 583 542, Macquarie Business Banking of 1 Shelley Street Sydney NSW 2000 (Macquarie, we or us), being the bank that will acquire merchant services transactions, card transactions, BPAY transactions and/or direct debit transactions (transactions) from customers of your products and services in connection with the payment services that you receive from the Facilitator; and
- (b) Part B (Facilitator Terms): being terms that govern the supply of sponsored merchant payment services, and associated products and services, from the Facilitator to you. These take effect as a contract between you and the Facilitator, however you acknowledge that Macquarie is a beneficiary of the rights enjoyed by and obligations owed to the Facilitator under them and may enforce any of those terms in its own right.

You must accept and comply with this Sponsored Merchant Agreement. If you do not, then you must not proceed to use the payment services.

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## **Part A: Acquirer Terms**

### **2. Status of terms**

As a sponsored merchant acquiring payment services from the Facilitator, you will have the ability to receive payments from customers of your products and services (customers) which are funded through credit or debit card facilities. In certain circumstances, the operators of those card schemes (for example, Visa International and MasterCard International and/or their affiliates) (Card Schemes) may require that you enter into a direct contractual relationship with the bank that acquires those transactions, and which is a member of the schemes administered by those Card Schemes. The terms set out in this Part A (Acquirer Terms) are entered into pursuant to such requirements and create a tripartite contractual relationship between you, the Facilitator and Macquarie.

While these Acquirer Terms establish a direct contractual relationship between you and Macquarie, please note that they do not make Macquarie responsible for the payment services you receive, product and service support or any related services, which are supplied to you directly by the Facilitator and are governed by Part B (Facilitator Terms).

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### 3. Commencement and term

By supplying an application to us (through the Facilitator or otherwise) or submitting a transaction request to the Facilitator, you are deemed to have read, understood and accept the terms of this Sponsored Merchant Agreement and are making a standing offer to us to enter into it and comply fully with its terms. The Sponsored Merchant Agreement:

- (a) commences when you supply an application to us (through the Facilitator or otherwise) or submit a transaction request to the Facilitator, provided that Macquarie's obligations do not commence until we have notified your Payment Facilitator that we have accepted your application; and
- (b) remain in effect for as long as you continue to use the payment services, unless earlier terminated in accordance with clause 4 below.

Without limiting the above, you acknowledge that we have no obligation to accept your standing offer as contemplated in paragraph (a), on-board you or (until we have accepted your application and completed our on-boarding process) settle any funds in respect of transactions submitted by you.

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### 4. Ending these Terms

These Acquirer Terms will terminate at the same time as the Facilitator Terms under which you receive payment services from the Facilitator terminate. Also, we may terminate these Acquirer Terms:

if you breach, or fail to comply with, any term of this Sponsored Merchant Agreement ; and

for convenience, at any time on written notice to you (and, where we do so, we will use reasonable endeavours to give you prior notice, although you acknowledge this will not always be reasonably possible or practicable.)

You may terminate these Acquirer Terms by providing us 30 days' prior written notice of such termination.

If these Acquirer Terms are terminated, the Facilitator Terms are automatically terminated at the same time and you must immediately cease using the payment services from the effective time of such termination, provided that these Acquirer Terms will survive and continue to apply to you notwithstanding such termination. This will not prevent you from receiving payment services through the Facilitator through separate arrangements made by you with another member of the schemes administered by the Card Schemes.

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## 5. Your Commitments

- (a) You must ensure that, and it is an essential term of these Acquirer Terms that, you comply in all respects with all requirements, obligations, limitations, restrictions and conditions in any rules and requirements issued from time to time by the Card Schemes that regulate participants in the respective Card Schemes (Scheme Rules) in so far as they relate to your use of the payment services you receive from the Facilitator to accept payments from your customers. It is your obligation to familiarise yourself with any Scheme Rules, including as may be updated, amended or varied during the period in which you use the payment services.
- (b) You acknowledge that any representations, undertakings and warranties you make to the Facilitator under the Facilitator Terms are also made to and for the benefit of Macquarie. In addition to those representations and warranties, you warrant to us and the Facilitator that:
- i. you have the necessary power, capacity and authority to enter into this Sponsored Merchant Agreement and perform your obligations under it;
  - ii. you propose to use, and will use, the payment services for your own benefit only and will not resell, re-licence, re-purpose or otherwise extend the benefit or enjoyment of the payment services to any other person or entity (whether disclosed to us or not);
  - iii. all information supplied by you to us or the Facilitator in, and in support of, your application to use the payment services (including information about your business, business details, activities, products, services and/or other affairs) is true, accurate and current and not misleading (including by omission);
  - iv. you will only use the payment services for the purposes contemplated in this Sponsored Merchant Agreement and your use of the payment services will at all times comply with that agreement and all applicable laws, regulations, guidelines or standards; and
  - v. you will not use the payment services for any unlawful, illegal, fraudulent, misleading, deceptive or criminal purpose or activity.
- (c) You must not use the payment services supplied to you under the Facilitator Terms in any jurisdiction outside Australia.

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## 6. Our liability to you

- (a) To the maximum extent permitted by applicable law, you acknowledge that any services supplied to you (including the payment services supplied to you under the Facilitator Terms) are supplied on an 'as is' basis. Macquarie expressly excludes all representations or warranties, conditions or guarantees, express or implied, in fact or at law, with respect to such services or the subject matter of this Sponsored Merchant Agreement, including in relation to title, merchantability, fitness for purpose and non-infringement. Where such terms are statutorily implied and cannot be excluded, Macquarie's liability is limited to the fullest legally permissible extent.
- (b) Macquarie will not be liable to you or any third party for any consequential, incidental, indirect, special, punitive or exemplary damages, or for damages related to loss of profits, opportunity, revenue, goodwill, anticipated savings, inconvenience or any losses of a type referred to in paragraph (c).
- (c) Without limiting the generality of paragraph (b), to the maximum extent permitted by applicable law, Macquarie will not be liable for:
- i. any failure, breakdown or interruption caused by any third party processing, communications and other systems or services on which the payment services are dependent;
  - ii. any loss of data, personalised settings or other interruptions to the payment services, due to technical or other difficulties;
  - iii. any unauthorised use of the payment services by you or any viruses, trojans or other harmful code; or
  - iv. any loss or damage you suffer resulting from any failure to credit the Facilitator bank accounts or any other account, due to technical or administrative difficulties related to the banking system used for the transfer of funds,

and in no circumstances will Macquarie have any liability to you in relation to the payment services, products or services of the Facilitator or the Facilitator's performance or non-performance of any of its obligations to you under the Facilitator Terms.

- (d) Subject to any clause to the contrary (including any losses specifically excluded), to the maximum extent permitted by applicable law, we exclude all liability to you in connection with these Acquirer Terms. Where, for any reason, such liability cannot be excluded, then our maximum aggregate liability to you in connection with these Acquirer Terms or their subject matter will not exceed the amount of \$500.
- (e) The limitations and exclusion of liability in this clause 5 apply regardless of the basis on which such liability arises, whether in contract, tort (including negligence), under statute, indemnity or otherwise) or under any other theory of liability. They also apply whether or not

the relevant loss or damage was foreseeable and whether or not Macquarie had been advised of the possibility of the loss or damage.

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## 7. Disputes

- (a) You acknowledge that, in lieu of any court proceedings, arbitration or other formal claim, you must first direct any complaints or disputes in connection with the payment services or any products or services supplied to you by the Facilitator to the Facilitator and not to Macquarie, and use all reasonable efforts to resolve that complaint or dispute by good faith discussion. This includes complaints or disputes initiated by a customer. Your point of contact for these purposes is:

The Complaints Manager

IntegraPay Pty Ltd

Email: [underwriting@integrapay.com.au](mailto:underwriting@integrapay.com.au)

Post: PO Box 6290

Upper Mt Gravatt Qld 4122

- (b) We may settle, directly with the Facilitator, payment transactions processed through the payment services the Facilitator supplies to you. However, you expressly acknowledge that the Facilitator, and not Macquarie, is responsible for the settlement of funds with you. If you have acquirer-specific questions or issues, you may contact us in our capacity as acquirer of the payment transactions you submit through the Facilitator using the contact details set out below.

The Complaints Manager

Macquarie

GPO Box 1515

Sydney NSW 2001

Facsimile: 02 8232 9999

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## 8. General

- (a) We may assign, subcontract or otherwise transfer all or any part of our rights or obligations under this Sponsored Merchant Agreement to another person. You must not assign, transfer or otherwise convey any of your rights under or in connection with this Sponsored Merchant Agreement to any third party without our prior written consent.
- (b) You and us remain independent contractors. These Acquirer Terms do not create any agency, partnership or relationship of employment between you and us. The Facilitator enters into these Acquirer Terms, and those parts of the Facilitator Terms which are designated by Macquarie from time to time for the purposes of this clause, on behalf of and as agent of Macquarie.
- (c) This Sponsored Merchant Agreement will be governed by the laws of the State of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of that State and the courts that hear appeals from them.
- (d) Any provision of this Sponsored Merchant Agreement which is invalid or unenforceable will be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this Sponsored Merchant Agreement are and will continue to be valid and enforceable in accordance with its terms.

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## Part B: Facilitator Terms

### 9. General Obligations

- (a) You must, on an ongoing basis, provide the Facilitator with your legal entity name, any 'trading name' or 'doing business as' name, your business address and a complete description of all goods and services sold by you.
- (b) You must comply with all applicable requirements under the Scheme Rules and all applicable laws, regulations, guidelines or standards, as may be amended from time to time.
- (c) In the event of any inconsistency between the Facilitator Terms and the requirements set out in the Scheme Rules, the Scheme Rules prevail to the extent of such inconsistency.
- (d) You must submit to and comply with the Facilitator's directions in relation to your card acceptance policies and procedures, including in relation to any changes required by the Facilitator to your website that the Facilitator deems necessary or appropriate to ensure that you remain compliant with the Scheme Rules and the Facilitator's agreement with Macquarie.
- (e) You must not knowingly submit any transaction that is illegal or that you should have known was illegal.

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## 10. Scheme rules branding

You acknowledge and agree that:

- (a) the relevant Card Scheme is the sole and exclusive owner of that Card Scheme's branding, trademarks and other intellectual property;
  - (b) you will not contest the ownership of the branding, trademarks or other intellectual property of the Card Schemes;
  - (c) a Card Scheme may at any time and for any reason, immediately and without advance notice, prohibit you from using its branding, trademarks or other intellectual property;
  - (d) the Card Schemes have the right to enforce any provision of the relevant Scheme Rules and to prohibit you or the Facilitator from engaging in any conduct that the relevant Card Scheme considers could injure, create a risk of injury or otherwise adversely affect that Card Scheme (including its interchange system and its confidential information); and
  - (e) you will not take any action that could interfere with or prevent the exercise of these rights by the relevant Card Scheme.
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## 11. Termination

- (a) These Facilitator Terms will automatically terminate with immediate effect if an Card Scheme de-registers the Facilitator or if Macquarie ceases to be a participant in the scheme administered by that Card Scheme.
- (b) The Facilitator may, at its discretion or at the direction of Macquarie or an Card Scheme, terminate these Facilitator Terms with immediate effect if the Facilitator, Macquarie, or the relevant Card Scheme considers that there has been any fraudulent or otherwise wrongful activity in respect of you in connection with your facility, or if the Facilitator is required to do so by a Card Scheme or by Macquarie under the Scheme Rules or as required by the agreement between the Facilitator and Macquarie.



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## 12. Required Conduct

(a) You must not change:

- i. your ownership or control in any way;
- ii. your principal business activities or fundamental line of business as approved pursuant to your application (including in a manner that would prevent you from operating under an alternative 'Merchant Category Code' to the relevant code as approved pursuant to that application); or
- iii. the types of goods or services that you supply to your customers,

without first notifying the Facilitator and Macquarie in writing of that change and (in the case of paragraphs (ii) and (iii)) receiving written consent from both the Facilitator and Macquarie to do so.

(b) You must not:

- i. carry on business in a place which has not been approved by Macquarie (such approval not to be unreasonably withheld);
- ii. not process transactions on behalf of a third party. For clarity, this prohibition includes processing payments for goods or services sold on another person's website;
- iii. not change your business name without Macquarie's consent (such consent not be unreasonably withheld or delayed); and
- iv. not transfer or attempt to transfer your financial liability in respect of the payment services by asking or requiring your customers to waive their dispute rights.

(c) You will allow the employees and representatives of the Facilitator, Macquarie or any Card Scheme, reasonable access to your premises during normal business hours to check compliance with this Sponsored Merchant Agreement and/or the relevant Scheme Rules, including by providing access to:

- i. details relating to the payment services you receive, and the 'Merchant Category Code' under which you operate;
- ii. copies of this Sponsored Merchant Agreement (as executed) and other documents or forms retained in respect of your activities under this Sponsored Merchant Agreement; and
- iii. documents and other information relation to transactions.

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### 13. Facilitator's liability to you

- (a) To the maximum extent permitted by applicable law, you acknowledge that any services supplied to you (including the payment services supplied to you under these Facilitator Terms) are supplied on an 'as is' basis. The Facilitator expressly excludes all representations or warranties, conditions or guarantees, express or implied, in fact or at law, with respect to such services or the subject matter of this Sponsored Merchant Agreement, including in relation to title, merchantability, fitness for purpose and non-infringement. Where such terms are statutorily implied and cannot be excluded, the Facilitator's liability is limited to the fullest legally permissible extent.
- (b) The Facilitator will not be liable to you or any third party for any consequential, incidental, indirect, special, punitive or exemplary damages, or for damages related to loss of profits, opportunity, revenue, goodwill, anticipated savings, inconvenience or any losses of a type referred to in paragraph 6(c).
- (c) Without limiting the generality of paragraph 6(b), to the maximum extent permitted by applicable law, the Facilitator will not be liable for:
- i. any failure, breakdown or interruption caused by any third party processing, communications and other systems or services on which the payment services are dependent;
  - ii. any loss of data, personalised settings or other interruptions to the payment services, due to technical or other difficulties;
  - iii. any unauthorised use of the payment services by you or any viruses, trojans or other harmful code; or
  - iv. any loss or damage you suffer resulting from any failure to credit the Facilitator bank accounts or any other account, due to technical or administrative difficulties related to the banking system used for the transfer of funds.
- (d) To the maximum extent permitted by applicable law, the Facilitator's maximum aggregate liability to you in connection with these Facilitator Terms or their subject matter is limited to, and will not exceed, the amount of \$1,000.00.
- (e) The limitations and exclusion of liability in this clause **Error! Reference source not found.** apply regardless of the basis on which such liability arises, whether in contract, tort (including negligence), under statute, indemnity or otherwise) or under any other theory of liability. They also apply whether or not the relevant loss or damage was foreseeable and whether or not the Facilitator had been advised of the possibility of the loss or damage.

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#### 14. Invalid or unacceptable transactions

You acknowledge that a transaction for a sale or refund is invalid or unacceptable if (without limitation):

- (a) the transaction is illegal or otherwise prohibited by applicable laws, regulations, guidelines or standards (including Scheme Rules);
- (b) the transaction is fraudulent (whether the Facilitator had knowledge of this fact or not);
- (c) the transaction is not authorised by your customer;
- (d) the price charged for the goods or services is more than the listed price for those goods or services;
- (e) another person has provided or is to provide the goods or services, the subject of the transaction to a customer or the Facilitator arranged for another person to process the transaction;
- (f) you did not actually supply the goods or services to a genuine customer as required by the terms of the transaction, or have indicated your intention not to do so;
- (g) the transaction did not relate to the actual sale of goods or services to a genuine customer;
- (h) the transaction is offered, recorded or billed in a currency other than Australian dollars;
- (i) the goods or services were supplied outside Australia;
- (j) you did not legibly record on a transaction receipt information required to be recorded by Macquarie;
- (k) these Facilitator Terms were terminated before the date of the transaction;
- (l) it occurs during a period in which your rights under this Sponsored Merchant Agreement were suspended or after these Facilitator Terms were terminated;
- (m) you cannot furnish a transaction receipt; or
- (n) the customer disputes liability for the transaction for any reason or makes a claim for set-off or a counterclaim; or
- (o) the transaction, in Macquarie's reasonable discretion, is invalid.

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## 15. Chargebacks

You acknowledge that the Facilitator or Macquarie may:

- (a) refuse to accept a transaction if it is invalid or unacceptable;
  - (b) process a Chargeback to you or the Facilitator if a Chargeback request is submitted by a customer;
  - (c) to the extent it is able to do so, reverse a transaction processed by you, even if you have been given an Authorisation (either electronically or by telephone); and
  - (d) reverse a sales transaction where it considers that a Chargeback is likely to be submitted for that transaction or for any other reason in its reasonable discretion.
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## 16. Transaction Receipts

- (a) You must ensure that a transaction receipt is prepared for each transaction in accordance with the Scheme Rules. The information contained on the transaction receipt must legibly include:
  - i. the date and time of the transaction;
  - ii. the amount of the transaction and any tip;
  - iii. a description of any goods or services sold sufficient to identify them;
  - iv. an indication of the relevant card scheme;
  - v. the currency symbol if it is in a foreign currency (where the Facilitator and Macquarie have approved foreign currency processing);
  - vi. details of card number (a truncated version of the card number), card Issuer, customer (if possible);
  - vii. card validity dates;
  - viii. the transaction Authorisation number (if any);
  - ix. your information, including at a minimum:
    - A. your name as most recognisable to the customer;
    - B. contact information for service enquiries;
    - C. the terms and conditions of sale, if restricted;

- D. the exact date free trial ends, if offered;
  - E. any cancellation policy; and
  - F. web site address,
- (b) You must give your customer a copy of the transaction receipt, containing all information on the original transaction receipt, as soon as possible after one is requested by that customer.
- (c) For at least 18 months after a transaction, you must retain the transaction receipt and any document that is evidence of the customer presenting a card to you for use in a transaction (in accordance with all relevant privacy laws and related standards).
- (d) You must provide the Facilitator with the transaction receipt and any other required evidence of the transaction within 10 business days if the Facilitator requests it. If you fail to do so to, you acknowledge a sales transaction may be charged back if the amount cannot be collected from the customer, in addition to reasonable administration fees.
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## **17. Data security standards**

- (a) You must comply with the Data Security Standards and PCI-DSS requirements, and successfully complete the protocols for the Data Security Standards within a reasonable time frame stipulated by Macquarie or the Card Schemes.
- (b) You must ensure appropriate security measures are in place to achieve and maintain at least Payment Card Industry (PCI) certification as it relates to the provision of goods or services by you, and the transmission of all transaction information.
- (c) You acknowledge and agree that Macquarie and/or any of its suppliers or representatives may be required by any laws, regulations, guidelines or standards or a regulator to intercept communications over the networks used to process transactions and/or monitor your usage of such networks and communications sent over them.
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## **18. Duties to customers**

Without limiting your obligations to comply with the Scheme Rules, you must:

- (a) disclose to a customer any fee you charge them for their use of the payment services you provide before the relevant card transaction is completed, and you must do it in such a way that allows a customer to cancel the transaction if they choose to do so, without them incurring any cost;
- (b) accept any valid and acceptable card in a transaction (but must not accept a card for the purpose of giving a customer cash);

- (c) perform all obligations (including supplying all goods and/or services) to the customer in connection with a sale before informing the Facilitator or Macquarie about the sales transaction (except in the case of future dated payment transactions);
- (d) not sell, purchase, provide or exchange any information or document relating to a customer's account number, or card number, or a transaction, to any person other than:
  - i. Macquarie or the Facilitator;
  - ii. the agents you use in your business for an approved purpose;
  - iii. the card issuer; or
  - iv. as required by law,and then, you must do so strictly in compliance with all laws, regulations, guidelines or standards (including relating to privacy and the protection of personal information);
- (e) take reasonable steps to ensure that the information and documents referred to in paragraph (d) are protected from misuse and loss and from unauthorised access, modification or disclosure;
- (f) destroy any document containing confidential information that is no longer required to be retained, in a manner which makes the information unreadable;
- (g) not make any representation in connection with any goods or services which may bind Macquarie, the Facilitator or any Card Scheme;
- (h) not indicate or imply that Macquarie, the Facilitator or any Card Scheme endorses any goods or services or refer to a card in stating eligibility for goods, services or any membership;
- (i) prominently and unequivocally inform the customer of your identity at all points of customer interaction (including on any relevant web site, promotional material and invoice) so that the customer can readily distinguish you from any supplier of goods or services of any other third party;
- (j) provide notice to any customer with whom you enter into a transaction that you are responsible for that transaction, including any goods and services to be provided, related service inquiries, dispute resolution and performance of the terms and conditions of the transaction;
- (k) provide sufficient training to your employees to ensure your obligations under this Sponsored Merchant Agreement are met;
- (l) not refuse to complete a transaction solely because a customer refuses to provide additional identification information in circumstances where Macquarie or the Facilitator does not require you to obtain it;

- (m) if Macquarie or the Facilitator has notified you that customers can be offered an instalment option:
- i. disclose to them in writing whether the instalment terms limit the goods or services that the customer may purchase. The disclosure must also include the shipping and handling charges and any applicable tax;
  - ii. ensure that the sum of the instalment transaction does not exceed the total price of the goods or services;
  - iii. inform a customer not billed in the transaction currency that each instalment amount may vary due to currency conversion rate fluctuations;
  - iv. provide customers with an easy means of informing you of changes to their card details or their election to cancel the instalment option and action all such customer requests within five (5) business days of such request;
  - v. obtain Authorisation for all transactions; and
  - vi. not add any finance charges to the instalment transaction.
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## 19. Card processing

Where applicable, you must:

- (a) immediately notify the Facilitator if you become aware of or suspect fraud on the part of a person presenting a card for use in a transaction;
- (b) only process a transaction as a refund to a customer if it is a genuine refund of a previous sale transaction. For any refund transaction, the refund must be processed to the same card that was used in the original sales transaction and be for the original sale amount;
- (c) if a card transaction for a sale does not cover the full amount of the sale, in the situation in which the card is used to make a deposit or pay an instalment you may accept the card in payment of all or part of the outstanding balance;
- (d) not state or set a minimum or maximum amount for a card transaction without the Facilitator's and Macquarie's prior written consent;
- (e) not ask a person presenting a card to you for use in a transaction to reveal any secret identifier;
- (f) contact the Facilitator for instructions if the identification of a person presenting a card to you for use in a transaction or the validity of the card is uncertain;
- (g) take all reasonable steps to verify the identity of the person you are dealing with, in order to confirm that they are the genuine cardholder, including by observing and implementing

the recommendations or procedures of the Card Schemes; and

- (h) record reasonable identification details of the person you are dealing with, as well as the commencement and expiry dates of the relevant card, in accordance with relevant Privacy Laws and Data Security Standards.
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## **20. Merchant website**

- (a) Unless the Facilitator notifies you in writing that any of the information detailed in paragraph (b) below (in whole or in part) is not required, you must, before accepting any transaction utilising the payment services, establish and maintain a website (at your own cost) that complies with the Scheme Rules and with all applicable other laws, regulations, guidelines or standards;
- (b) Your website must clearly display the following minimum information:
- i. the relevant business name and Australian Business Number (as applicable) of the entity to whom the website relates;
  - ii. the relevant business contact details, including telephone and facsimile numbers, an email address and the street and postal address of your approved place of business;
  - iii. a complete description of the goods and services available for purchase on the relevant website with the price advertised in dollars and, if Macquarie has given its prior written consent, the relevant prices advertised in a foreign currency (if Macquarie has authorised you to process transactions in that currency);
  - iv. details of the delivery times for the goods and services. Delivery times are to be appropriate for the type of business. If the delivery is to be delayed, the customer must be notified of the delay and an option provided to them to obtain a refund;
  - v. a clear statement that the business is an Australian business and that all transactions will be billed in Australian dollars. The website may indicate that transactions will be billed in a foreign currency if Macquarie has given its prior written consent allowing you to process transactions in that currency;
  - vi. details of any Australian export restrictions (if applicable);
  - vii. the privacy policy and how personal information obtained on the website will be dealt with or shared about the customer;
  - viii. details of the return and refund policy, including how a transaction can be cancelled by a customer; and
  - ix. a description of the measures in place to maintain the security of:
    - A. customers' account data; and



- B. any other information which, by notice, Macquarie or the Facilitator requires to be displayed on the website from time to time.

(c) You must:

- i. maintain a relationship with an internet service provider (at your own cost) for the purposes of maintaining the website for customers and facilitating email communications; and
- ii. ensure that the business name corresponds with the name of the relevant website and the name that will appear on customer statements and as advised on the transaction receipt.

(d) If you wish to change the:

- i. internet address;
- ii. email address; or
- iii. telephone or fax number,

appearing on the transaction receipt, you must advise Macquarie and the Facilitator in writing at least 10 business days prior to the change taking effect.

(e) You must provide Macquarie with reasonable access to view, monitor and audit the pages of the website managed by you upon reasonable request from Macquarie.

(f) The website payments page managed by you must be protected by SSL or any other form of security method approved by Macquarie from time to time.

(g) Prior to commencing live operation of the payment services on your website, you must undertake and certify testing in test mode to ensure:

- i. transactions are accessible through the internet payments merchant reporting module; and
- ii. any reporting requirements are working satisfactorily.

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## 21. Authorisation and authentication

(a) To the extent applicable, you must:

- i. without limiting the remainder of this clause **Error! Reference source not found.**, comply with any Authorisation procedures of the Card Schemes and any Authorisation procedures advised by Macquarie or the Facilitator from time to time,

- including those relating to your payment services transactions;
- ii. obtain Authorisation from Macquarie prior to the processing of any transaction.
  - iii. for any payment services transaction, submit the expiration date and the three-digit card verification value (CVV) of the relevant card to Macquarie and seek Authorisation via the gateway provider for your payment services.
- (b) For payment services transactions requiring goods to be shipped, you may obtain Authorisation from Macquarie up to seven calendar days before the date on which the goods are actually shipped.
- (c) You acknowledge and agree that obtaining Authorisation for a transaction processed by you is not a guarantee of payment arising from that transaction. An Authorisation only confirms that at the time the Authorisation was obtained that the card number exists and is valid and the card has not been listed as lost or stolen at the time of the transaction and that the card has sufficient funds to cover the transaction. For example, it does not guarantee that the person using the card is the genuine holder of that card.
- (d) You acknowledge and agree that to participate in the Authentication Procedures, you must:
- i. currently be approved by Macquarie to carry out payment services;
  - ii. have had your payment processing systems, payment services gateway provider or any intermediary you wish to use approved by Macquarie;
  - iii. maintain and operate the Merchant Software in accordance with all the requirements which Macquarie, the Card Schemes or the Facilitator have notified to you;
  - iv. keep any password Macquarie gives you secure and not disclose it to any third party who has not been authorised by Macquarie;
  - v. comply with all manuals, guides or directions Macquarie, the Facilitator or the Card Schemes provide from time to time regarding the Authentication Procedures;
  - vi. unless Macquarie agrees otherwise, send Macquarie an Authentication Request each time a customer wishes to purchase goods or services using their card from your website;
  - vii. immediately take action to remedy any default or non-compliance of which you become aware and promptly notify Macquarie and the Facilitator when there is an expectation to remedy the default or comply, as the case may be; and
  - viii. carry out any additional Authorisation procedures which arise out of Authentication of transactions and of which Macquarie or the Facilitator advises from time to time.
- (e) You must not:

- i. change your gateway provider for payment services or any intermediary used for the purposes of the Authentication Procedures unless Macquarie has first approved the proposed change; or
- ii. without our prior written consent use or alter any logos, names, trademarks, get ups or holograms for a Card Scheme for or in relation to the Authentication Procedures.

(f) If you send Macquarie either:

- i. a Non-Authenticated Transaction; or
- ii. an Incomplete Authentication Transaction,

Macquarie may in its absolute discretion decide to accept the transaction for processing. If Macquarie does agree:

- A. Macquarie will process it as though you were not participating in the Authentication Procedures and the usual Chargeback provisions in clause **Error! Reference source not found.** and **Error! Reference source not found.**(h)iv of these Facilitator Terms will apply; and
- B. Macquarie may, but is not obliged to accept any further Non-Authenticated Transactions or Incomplete Authentication Transactions from you for processing.

(g) If you send a Failed Authentication Transaction, Macquarie will reject it and it will not be processed.

(h) You acknowledge and agree that:

- i. the Authentication Procedures are based on Card Scheme requirements which may vary from time to time. You agree to promptly comply with any variations which are initiated by the Card Schemes or are introduced by Macquarie and of which you are notified in writing by either Macquarie, the Facilitator or the Card Schemes;
- ii. Macquarie is not liable for any loss or damage (including indirect and consequential) you suffer or incur as a result of the relevant participation in the Authentication Procedures except to the extent that loss or damage or the loss or damage was caused by Macquarie's negligent acts or omissions;
- iii. you will be liable for any fines, penalties or similar costs imposed on Macquarie by a Card Scheme because of your conduct arising out of the Authentication Procedures;
- iv. if you send Incomplete Authentication Transaction you do so at your own risk and understand that in doing so Macquarie may Chargeback the transaction to you or the Facilitator on the basis that the cardholder alleges that they did not purchase goods or services from you on your website;
- v. Macquarie may decide to suspend or terminate your participation in the

- Authentication Procedures in Macquarie's discretion (acting reasonably); and
- vi. once you are no longer approved to carry out payment services, you will no longer be entitled to participate in the Authentication Procedures and must immediately return to Macquarie the password and any other materials issued to you, including without limitation any guides and manuals regarding the Authentication Procedures which Macquarie or the Facilitator may have provided to you.
- (i) You must comply with any additional terms and conditions Macquarie prescribes from time to time in relation to software that may be supplied to you in relation to your payment services.
  - (j) You acknowledge and agree that notwithstanding that a customer has been issued with a card, or that a transaction has been processed or an Authorisation has been given (either by telephone or electronically), that Macquarie has not guaranteed:
    - i. the customer's creditworthiness;
    - ii. the correct identity of the customer;
    - iii. that the transaction is valid and acceptable and will not be subsequently charged back or reversed; nor
    - iv. that you have complied with your obligations under this Sponsored Merchant Agreement.
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## 22. Definitions

Unless the context indicates otherwise, capitalised terms used in these Facilitator Terms have the following meanings:

- (a) **Authentication** means the process whereby the identity of a cardholder is authenticated using the Authentication Procedures. 'Authenticate', 'authenticated' and 'authenticating' have similar meanings.
- (b) **Authentication Procedures** means the procedures identified by Macquarie as being those to be followed when authenticating the identity of a cardholder who wishes to use their nominated card to purchase goods or services from you over the payment services that you receive from the Facilitator.
- (c) **Authentication Request** means a request to authenticate a proposed sales transaction using the Authentication Procedures.
- (d) **Authorisation** means, in respect of a transaction, confirmation by Macquarie that at the time at which Authorisation is given, the card number exists and is valid, there are sufficient funds available in the account being accessed to cover that transaction and that the card has not been reported stolen or lost at the time of the sales transaction.

- (e) **Chargeback** means the reversal of a sales transaction to the you or the Facilitator (i.e. a transaction returned by Macquarie or the relevant card issuer in accordance with the applicable Card Scheme Rules or other applicable rules governing the transaction)
- (f) **Data Security Standards** means the data security standards mandated by the Card Schemes for the protection of cardholder details and transaction information (including the Payment Card Industry Data Security Standards ('**PCI-DSS**' and the Payment Application Data Security Standard ('**PA-DSS**')), issued by the Payment Card Industry Security Standards Council, as amended from time to time), and any additional standards of which Macquarie or the Payment Facilitator advises from time to time.

PCI-DSS provides a set of comprehensive requirements for enhancing payment account data security and forms industry best practice for any entity that stores, processes and/or transmits cardholder data. PCI-DSS requirements apply to all merchants that store, process or transmit cardholder data, and apply to all system components included in, or connected to, the cardholder data environment. PCI-DSS sets forth 12 high-level standards to ensure that payment businesses maintain the confidentiality and integrity of sensitive account and transaction data. The standards cover the entire transaction cycle, focusing on key areas such as access control, authentication, firewalls, virus protection, patch management, data disposal, encryption and physical security.

- (g) **Failed Authentication Transaction** means a transaction which could not be authenticated using the Authentication Procedures because the cardholder used an incorrect Personal Identifier or the transaction was denied by the relevant card issuer or the Card Scheme's computer systems.
- (h) **Incomplete Authentication Transaction** means a card transaction which you or a have tried to authenticate using the Authentication Procedures, but were unable to do so because at the time you tried:
- i. the Card Scheme's computer systems, your computer systems, Macquarie's computer systems, the Facilitator's computer systems or a combination of any of them was unavailable; or
  - ii. the card issuer was registered with the Card Schemes to participate in the Authentication Procedures but:
    - A. the computer system of the card issuer was unavailable; or
    - B. the card issuer provided an invalid response or no response to an Authentication Request.
- (i) **Merchant Software** means the software which the Macquarie, a Card Scheme or the Facilitator has told you is required if you wish to participate in the Authentication Procedures.
- (j) **Non-Authenticated Transaction** means a card transaction that has not been authenticated because you did not seek Authentication using the Authentication Procedures.

- (k) **Personal Identifier** means the information provided by a cardholder to the issuer of the relevant card which enables the issuer to identify the cardholder remotely.
  
- (l) **Privacy Law** means all legislation and principles and industry codes or policies, relating to the collection, use, disclosure, storage and granting of access rights to Personal Information (as that term is used in the *Privacy Act 1988* (Cth)) as well as data protection, surveillance, security, direct marketing and other related matters (as amended and varied from time to time) and includes the *Privacy Act 1988* (Cth).