

Merchant Facility

Terms and Conditions

This document must be read in conjunction with the Merchant Facility Application, Merchant Operating Guide and Business Banking Guide to Fees and Charges.

Together they form your terms and conditions for this service

March 2011

The logo consists of a black right-angled triangle pointing towards the bottom-left corner, with the letters 'BOQ' in white, bold, sans-serif font inside the triangle.

BOQ

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Terms and Conditions

1 Interpretation and introduction

1.1 Definitions

Acceptable Card Transaction means any Card Transaction other than those described in clause 4.2 as being unacceptable.

Attended Transaction means a Card Transaction conducted by a Cardholder in person at a place where you carry on business.

Attempted Authenticated Transaction means any Card Transaction which you tried to authenticate using the Authentication Procedures but were unable to do so, because at the time you sought Authentication:

- (a) the Issuer could not authenticate the Card Transaction because it did not participate in the Authentication Procedures; or
- (b) the Issuer was unable to participate in the Authentication Procedures because its computer systems were unavailable; or
- (c) the Cardholder did not participate in the Authentication Procedures.

Authentication means the process that validates the identity of a Cardholder using the Authentication Procedures.

Authentication Procedures means the procedures for Authenticating the identity of a cardholder who wishes to use their Card to purchase goods or services from you over the Internet.

Authenticated Transaction means a Card Transaction that has been authenticated using the Authentication Procedures.

Authorised Floor Limit means the value of a sale which you are authorised from time-to-time to make to a Cardholder on any one occasion with a Card without seeking further transaction authorisation. The amount of the Authorised Floor Limit is advised on establishing the facility.

Authorised Mail/Telephone Merchant means you, if you have been authorised by us to conduct Card Transactions by mail or telephone.

Authorised Officer means any of our officers, employees, agents or contractors.

Bank Business Day means any day on which we are open for business to the public in Brisbane but does not include Saturday, Sunday or any Brisbane public holiday.

Card means a credit or debit Card (and either or both as the context requires and/or permits) that we authorise you to accept for Card Transactions, and does not include any credit or debit Card which we have subsequently notified you as having ceased to be authorised.

Cardholder means a person who is authorised to use a Card account or to whom a Card has been issued.

Card Scheme includes Visa International Service Association or MasterCard International Incorporated, and any other scheme nominated by us from time to time, as amended from time to time, and to the extent that they apply in Australia.

Card Scheme Operator includes the operator of any payment scheme designated under the *Payment Systems (Regulation) Act 1998* (Cth) or operator of any scheme designed to promote the use of Cards as nominated by us from time to time.

Card Scheme Rules includes the rules and regulations issued by Visa International Service Association, MasterCard International Incorporated or PCI DSS and any other scheme nominated by us from time to time, as amended from time to time, and to the extent that they apply in Australia.

Card Transaction means any sales transaction or refund transaction between you and a Cardholder in relation to the supply of goods and/or services to the Cardholder using a Card account or any cash out transaction between you and a Cardholder using a debit Card.

Certified means that we have notified you, in writing, that you have the system capability to participate in the Authentication Procedures.

Chargeback means debiting a merchant's Fee Account due to a transaction being returned by an Issuer under the Card Scheme Rules.

Confidential Information does not include information or material that is:

- (a) in the public domain (other than as a result of a breach of these terms and conditions); or
- (b) independently developed, discovered or known by you.

Credit Voucher means:

- (a) a voucher used for recording refunds in off-line banking procedures as set out in the Merchant Operating Guide; or
- (b) a voucher used for recording refunds for manual transactions and transactions processed by mail or telephone.

Data includes information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, which is received by you or us from any source as a consequence of the performance of rights or obligations under these terms and conditions.

EFTPOS means Electronic Funds Transfer at Point of Sale.

Electronic Commerce Transaction means a Card Transaction between you and a Cardholder over the Internet and any other network using electronic equipment to initiate such a transaction.

Electronic Fallback means a process in which details of a Card Transaction are read and stored by Equipment but are processed later than would normally be the case due to Equipment malfunction, regardless of whether the malfunction is accidental or deliberate.

Electronic Refund Receipt means the receipt issued by the printer when a refund transaction is processed through a Terminal.

Electronic Sales Receipt means the receipt issued by the printer when a sales transaction or advance deposit transaction (see clause 2.5 Schedule B) is processed through a Terminal.

Equipment means any Terminal, imprinter, stationery used for the printing of Transaction Records, and other stationery, guides, decals (and any other promotional material) and any other items that we may supply to you under or in connection with these terms and conditions.

Failed Authentication Transaction means a Card Transaction which has not been Authenticated because the Issuer of that Card has notified you that the attempt to have the transaction Authenticated was unsuccessful.

Fee Account means your account with us or, if we agree, another financial institution, held in your name and to which amounts payable by us or you under the Merchant Documents may be credited or debited.

Floor Limit means the maximum amount of any single transaction that may be processed by you without having to obtain phone authorisation from us.

GST means a goods and services or similar tax imposed under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Incomplete Authentication Transaction means a Card Transaction which you have tried to have Authenticated, but were unable to do so because the directory server was unavailable at the time you sought Authentication.

Intellectual Property Rights means all current and future registered and unregistered rights in respect of copyright, designs, trademarks, confidential information and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Internet means an electronic communications network that connects computer networks and organisational computer facilities around the world.

Issuer means the member whose name appears on the Card as the Issuer (or, for Cards that do not identify the Issuer, the member that enters into the contractual relationship with the Cardholder).

Law means any Law or regulation (including any policy, directive, or guidelines) whether or not having the force of Law, but compliance with which is in accordance with the practice of responsible merchant acquirers.

Manual Imprinter means a device used to capture an imprint of a Card on an approved Voucher.

Merchant Documents means the documents and other instructions referred to in clause 3.1 as amended from time to time.

Merchant Facility Application means your application for Merchant Services, the subject of these terms and conditions, and containing, amongst other things, the fees and charges payable by you under these terms and conditions.

Merchant Operating Guide means each Merchant Operating Guide (and each amendment to it) issued by us to you from time to time.

Merchant Services means the services referred to in clause 2.

Merchant Software means the software which either we or the Card Schemes have told you is required if you wish to participate in the Authentication Procedures.

Merchant Statement means a statement we give to you showing the amount of all Card Transactions entered into by you with a Cardholder using a Card along with the details of related fees and charges.

Merchant Summary Slips means the Merchant Summary Slips as described in the Merchant Operating Guide.

MOTO Transaction means a Card Transaction received by you by mail, facsimile, telephone or email.

Non-Authenticated Transaction means a Card Transaction that has not been Authenticated.

PCI DSS means Payment Card Industry Data Security Standards.

Point of Sale Transaction means a transaction where the Card, Cardholder, and you, are all physically present at the time of the transaction.

Privacy Laws means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access to Data.

Public Keys means the non-secret portion of the cryptographic method used for verification during a Card Transaction.

Regular Payments means an agreement between you and the Cardholder whereby the Cardholder authorises you to debit their Scheme Card based account at predetermined intervals or at intervals otherwise agreed by the Cardholder. The amount of each Regular Payment may differ or be the same for each debit.

Sales Voucher means a voucher used for recording sales in off-line banking procedures as set out in the Merchant Operating Guide and a voucher used for recording sales for manual transactions and transactions processed by mail or telephone in accordance with the Merchant Documents.

Secure Sockets Layer means a protocol that uses Public Key encryption for the secure processing of Transactions over the Internet and other networks.

Settlement Account means your account with us or, if we agree, another financial institution, held in your name to which amounts payable by us or you under the Merchant Documents may be credited or debited. Unless we agree otherwise, the Settlement Account will be the same account as the Fee Account.

Split Transactions are not allowed. The Merchant agrees to only process one (1) single transaction per purchase and not use two or more sales transaction receipts for a single purchase in order to avoid or circumvent authorisation limits or monitoring programs.

Tax Invoice has the meaning given to that term in the GST Law.

Third Party Terminals means equipment and software, certified and approved by the bank, provided by a party other than the bank.

Transaction Record means:

- (a) the Electronic Sales Receipt and/or Electronic Refund Receipt;
- (b) the Sales Voucher and/or Credit Voucher; or
- (c) any other form of notification approved by us.

Terminal means any electronic device which we have agreed or may subsequently agree, to supply to you or have authorised you to use to enable you to obtain authorisation and conduct Card Transactions electronically.

Valid Card Transaction means any Card Transaction other than those described in clause 4.1 as being invalid.

Voucher means a Sales Voucher or a Credit Voucher.

we, our and **us** refers to Bank of Queensland Limited ABN 32 009 656 740 and our successors and assigns.

you and **your** means the person or persons named as the proprietor or director in the Merchant Facility Application. If there is more than one proprietor or director, you refers to each proprietor or director individually as well as collectively. You also includes your successors and assigns (subject to your rights under clause 19.1).

1.2 For the purposes of these terms and conditions

In these terms and conditions unless the contrary intention appears:

- (a) a reference to these terms and conditions or another instrument includes any variation, amendment or replacement of any of them;
- (b) a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, body corporate, an unincorporated association or an authority;
- (e) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and individually;
- (f) agreement, representation or warranty on the part of two or more persons binds them jointly and individually;
- (g) a reference to an accounting term is to be interpreted in accordance with accounting standards under the *Corporations Act* 2001 (Cth) and, if not inconsistent with those accounting standards, generally accepted principles and practices in Australia consistently applied by a body corporate or as between bodies corporate and over time;
- (h) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to these terms and conditions and a reference to these terms and conditions includes any annexure, exhibit and schedule;
- (i) headings are inserted for convenience and do not affect the interpretation of these terms and conditions.

1.3 Term

You agree to acquire the Merchant Services for a minimum term of 3 years, beginning from the date we commence to provide you with the Merchant Services and ending on the date they are terminated under clause 15.

2 Merchant Services

2.1 Our obligations

We will:

- (a) accept all Valid Card Transactions and Acceptable Card Transactions;
- (b) credit the Settlement Account with the sum of all sales prepared in accordance with the terms of the Merchant Documents and presented to us, on the basis that, subject to our right to Chargeback the amount of the sales transaction, our crediting of the Settlement Account has the effect of extinguishing the Cardholder's debt to you and any obligation we may have to you;
- (c) upon request by you, provide you with Terminal and Equipment;
- (d) give you a Merchant Statement and Tax Invoice once every calendar month provided you have processed a Card Transaction during the previous calendar month; and
- (e) license the use of the EFTPOS logo to you.

3 Your obligations

3.1 General obligations

You will comply with the requirements (including without limitation, paying any applicable fees) contained in:

- (a) the Merchant Facility Application;
- (b) these terms and conditions;
- (c) the Merchant Operating Guide;
- (d) any other manual or instructions or other material that we provide to you (whether or not in writing) for the purposes of these terms and conditions, whether or not specifically mentioned in these terms and conditions;
- (e) Schedule A (vehicle rental), if you initiate any Card Transaction that relates to vehicle rental;

- (f) Schedule B (accommodation), if you initiate any Card Transaction that relates to accommodation; and
- (g) any Card Scheme Rules.

To the extent of any inconsistency between the documents referred to above, the following rules will apply:

- (a) the Merchant Facility Application prevails over all other documents; and
- (b) these terms and conditions prevail over the remaining documents.

3.2 Specific obligations to us

You must:

- (a) comply with all Laws;
- (b) tell us immediately if your financial position changes in such a way that it may affect your ability to perform your obligations under the Merchant Documents or any Card Scheme Rules;
- (c) use only Terminals and Equipment authorised by us;
- (d) only submit to us for processing Transaction Records which originate at premises authorised by us;
- (e) not substantially change the goods and services that you sell without our prior written consent (which we will not unreasonably withhold);
- (f) allow our employees, contractors or agents or those of any Card Scheme Operator to enter your premises as reasonably requested, during normal business hours, to check your compliance with the Merchant Documents or for the purposes of checking your compliance with the relevant Card Scheme Rules;
- (g) allow our employees, contractors or agents to enter your premises as reasonably requested during normal business hours to install, inspect, maintain and remove Terminals or Equipment;
- (h) give us all information and assistance that we reasonably require to perform our obligations under the Merchant Documents;
- (i) sign any document that we reasonably request that you sign, in order to give effect to your obligations under the Merchant Documents;
- (j) use reasonable care to detect forged or unauthorised signatures or the unauthorised or fraudulent use of a Card;

- (k) obtain prior authorisation from us before completing a Card Transaction where:
 - (i) the amount of the Card Transaction exceeds any Authorised Floor Limit;
 - (ii) you believe, or acting reasonably, should believe that the Card may be a lost, stolen or counterfeit Card or that the Card Transaction is fraudulent or unauthorised or in some manner suspicious; or
 - (iii) the Card Transaction is a Regular Payment.

In addition to seeking authorisation from us before completing a Card Transaction, you must verify the identity of the Cardholder by sighting a form of photographic identification of the Cardholder;

- (l) not:
 - (i) split a Card Transaction purchase into two or more Card Transaction receipts; or
 - (ii) allow a Cardholder to purchase goods and/or services charged to one or more Cards separately or suggest that the Cardholder charge part of the purchase to a Card and pay cash or cheque for the balance price;
- (m) deliver Card Transaction types to us that have been processed either through a Terminal or manually delivered to one of our branches no later than:
 - (i) for a credit Card Transaction, two (2) Business Days after processing;
 - (ii) for a debit Card Transaction, one (1) Business Day after processing;
- (n) retain for not less than 18 months from the date of a Card Transaction, the Transaction Record of that Card Transaction, and produce that Transaction Record to us upon request. This obligation survives termination of the Merchant Services;
- (o) if any debit under clause 7.2 renders the Fee Account overdrawn, immediately deposit sufficient funds to place the Fee Account back in credit;
- (p) where you have been supplied with a Terminal, only complete a Card Transaction if the first 6 digits of the embossed or printed Card number on the Card and the first 6 digits of the Card number displayed and/or printed on the Electronic Sales Receipt or Electronic Refund Receipt are the same;

- (q) only complete a Card Transaction requiring signature if the signature on the Transaction Record appears to be the same as the signature appearing on the Card. If the signature does not appear to be the same, or the Card Transaction is in any other way suspicious you must:
 - (i) not complete the Card Transaction;
 - (ii) take reasonable steps to sight a form of photographic identification of the purported Cardholder;
 - (iii) retain the Card by reasonable means; and
 - (iv) follow the procedures set out in the Merchant Operating Guide;
- (r) display prominently in your place or places of business authorised by us, any decals or promotional material supplied by us to you for any Card Schemes and not use any decals or promotional material in relation to those Card Schemes, except as authorised by us;
- (s) permit us to inspect and examine your books of account and records relating to any Card Transaction;
- (t) give us no less than 14 days prior notice in writing before changing the name under which your business trades;
- (u) give us no less than 7 days prior notice in writing before selling or transferring ownership of your business, and include in that notice a forwarding address;
- (v) only use Equipment or a Terminal which prints Transaction Records showing your trading name as it exists from time to time;
- (w) not complete a Card Transaction involving the use of a Card account where the Card Transaction represents an alternative payment method for an obligation already owed by the Cardholder to you, including but not limited to an obligation:
 - (i) previously owed to you not arising from a current purchase or cash out transaction;
 - (ii) arising from the dishonour of the Cardholder's personal cheque; or
 - (iii) representing the collection of any other pre-existing indebtedness;
- (x) not submit to us for processing either directly or indirectly, any Transaction Record which was not originated as a result of a transaction between the Cardholder and you or which you know or should reasonably have known to be fraudulent or not authorised by the Cardholder;

- (y) not make any warranty or representation in connection with any goods or services which may bind us or any Card Scheme Operator;
- (z) not accept a Card or a Card Transaction which is of a type we have previously advised you not to accept;
- (aa) provide sufficient training to your employees to ensure you meet your obligations under the Merchant Documents and any Card Scheme Rules;
- (bb) not initiate any Card Transaction through the Terminal or imprinter using your Card account or one of your employee's Card accounts, unless you or they are purchasing goods or services from your business or obtaining a refund for goods and services purchased from your business;
- (cc) if less than the full amount of any sale is processed with any Card Transaction, obtain cash or cheque payment in full for the balance due at the time the sale is completed;
- (dd) not distinguish between issuers of a Card in processing a Card Transaction;
- (ee) not initiate a Card Transaction with any Card that is damaged, altered or in poor condition;
- (ff) check the valid date of each Card presented to you, and not initiate a Card Transaction if the valid date on the Card has expired;
- (gg) only process a Card Transaction where you are the seller and supplier of goods and/or services; and
- (hh) use the EFTPOS logo only as directed by us.

3.3 Obligations in respect of Cardholders

Subject to the other provisions of these terms and conditions, you:

- (a) must disclose any fee before a Card Transaction is completed, and do it in such a way that allows Cardholders to cancel the transaction if they choose to do so, without incurring any cost;
- (b) must not give cash out on any Card Transaction using a credit account;
- (c) must perform all obligations (including, without limitation, supplying all goods and/or services) to the Cardholder in connection with a Card Transaction before processing the Card Transaction;
- (d) must not sell, purchase, provide or exchange any information or document or an account number relating to a Cardholder, a Cardholder's Card number or a Card Transaction to any person other than us, the Card issuer and as required by Law;

- (e) must take reasonable steps to ensure that the information and documents mentioned in clause 3.3(d) are protected from misuse and loss and from unauthorised access, modification or disclosure;
- (f) must not indicate or imply to a Cardholder or any third party, that we or a Card Scheme associated with us endorse any goods or services or refer to a Card in stating eligibility for goods, services or any membership;
- (g) must prominently and unequivocally inform the Cardholder of your identity at all points of Cardholder interaction (including without limitation on any relevant web site, promotional material and invoice) so that the Cardholder can readily distinguish you from any supplier of goods or services to you or any other third party;
- (h) must provide notice to any Cardholder with whom you enter into a Card Transaction that you are responsible for that Card Transaction, including for any goods and services provided, any payment transaction, related customer service, dispute resolution and performance of the terms and conditions of the Card Transaction;
- (i) provide to each Cardholder about whom you collect Data:
 - (i) such information as you are required by Privacy Laws by which you are bound to provide to persons from whom you collect Data; and
 - (ii) which is disclosed by you to us, any information specified by us to you from time to time to enable us to fulfil our obligations under any Privacy Laws by which we are bound. Any Data disclosed to us must be disclosed using a method approved by us;
- (j) use all Data collected by you in accordance with all Privacy Laws by which you are bound;
- (k) must comply with any Authentication Procedures we have notified you of;
- (l) must seek to recover or retain a nominated Card if by reasonable, peaceful means when we request you to do so or the Card account number appears on a card recovery bulletin. You must notify us when you have recovered or retained the Card and comply with such further instructions we give you;
- (m) must not refuse to complete a Card Transaction solely because a Cardholder refuses to provide additional identification information in circumstances where we do not require you to obtain it;
- (n) provide a means for customers to change Card account details and/or method of payment when related to a Regular Payment; and
- (o) respond to customer requests within a reasonable time.

3.4 Intellectual Property Rights

You acknowledge that some of the materials which we provide to you under these terms and conditions is the property of or contains or embodies Intellectual Property Rights owned by the Card Scheme Operators.

To the extent that we are authorised by the Card Scheme Operators to use, and to grant you a right to use, its materials, we grant you a non-exclusive right to use those materials for the purpose of performing your obligations under these terms and conditions. You must only use those materials in accordance with the Card Scheme Rules and any other instructions we give you from time to time.

3.5 Other obligations

In addition to your other obligations under the Merchant Documents and any Card Scheme Rules:

- (a) unless you are an Authorised Mail/Telephone Merchant you must:
 - (i) not hand write credit Card details on Sales Vouchers;
 - (ii) not enter into Card Transactions for telephone order or mail order sales; and
 - (iii) only lodge Merchant Summary Slips that have your merchant details imprinted on them using an imprinter approved by us;
- (b) where you are an Authorised Mail/Telephone Merchant you must:
 - (i) take 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 in the Merchant Operating Guide and any other manual or instructions or other material that we provide you;
 - (ii) record reasonable identification of the person you are dealing with, as well as the commencement and expiry dates of the Card; and
- (c) where you use any non-Internet based electronic commerce Merchant Services you must comply with any additional terms and conditions we notify you of within any time period prescribed by Law, including (but not limited to):
 - (i) Equipment;
 - (ii) Authentication Procedures;
 - (iii) processing of Card Transactions;

(iv) security; and

(v) privacy,

and those terms and conditions will prevail over the Merchant Documents in clause 3.1 to the extent of any inconsistency.

4 When is a Card Transaction not valid or acceptable?

4.1 Invalid transactions generally

A Card Transaction is invalid if it is a Card Transaction in which you do not comply with the requirements set out in the Merchant Documents or any Card Scheme Rules. Without limiting this clause 4.1, a Card Transaction is invalid if:

- (a) it is illegal;
- (b) you or your employees have failed to follow any security and Card checking procedures set out in the Merchant Operating Guide, or otherwise notified to you from time to time;
- (c) the signature on the Transaction Record or authority for completion is forged or unauthorised;
- (d) the Card Transaction date is outside any validity period indicated on the relevant Card;
- (e) we have advised you not to accept the Card Transaction;
- (f) the Card Transaction is not authorised by the Cardholder;
- (g) the particulars on the copy of the Transaction Record given to the Cardholder are not identical with the particulars on any other copy of the Transaction Record, or are not identical to the embossed details on the Card;
- (h) another person has provided or is to provide the goods, services or cash the subject of the Card Transaction or you arranged for another person to process the Card Transaction;
- (i) the Merchant Services were terminated before the date of the Card Transaction;
- (j) it is a Card Transaction (other than a Card Transaction performed by mail or telephone by an Authorised Mail/Telephone Merchant), and the Card was not presented;

- (k) a Sales Voucher for Attended Transactions does not show any of the following:
 - (i) imprint of a current Card;
 - (ii) imprint of your details as most recently notified by you to us;
 - (iii) transaction date;
 - (iv) sale amount;
 - (v) purchase details;
 - (vi) card type; and
 - (vii) if necessary, authorisation number;
- (l) if you are not an Authorised Mail/Telephone Merchant and the Sales Voucher or Credit Voucher are completed by telephone order or mail order, or the Sales Voucher is not signed, or the Cardholder's details are handwritten;
- (m) the amount of the Card Transaction or the amount of the aggregate of the Card Transactions for goods and/or services supplied on the same occasion, was in excess of any applicable Authorised Floor Limit unless authorisation was obtained;
- (n) the Transaction Record is incomplete or illegible;
- (o) where a Terminal is supplied, you are notified by way of the Terminal that the Card Transaction is not authorized or is cancelled;
- (p) it was completed before you accepted these terms and conditions as part of your Merchant Facility Application;
- (q) where the Card Transaction relates to vehicle rental, you do not comply with your obligations under Schedule A - Vehicle rental; or
- (r) where the Card Transaction relates to accommodation, you do not comply with your obligations under Schedule B - Accommodation.

4.2 Unacceptable transactions

A Card Transaction is unacceptable at our election, if:

- (a) the Cardholder disputes liability for the Card Transaction for any reason or makes a claim for set-off or a counterclaim; or
- (b) it is of a class which we decide, at our discretion, is unacceptable.

4.3 Recovery of Card

You must use all reasonable efforts to recover any Card used in a Card Transaction that is not a Valid Card Transaction or an Acceptable Card Transaction.

4.4 Chargebacks

- (a) We may refuse to accept a Card Transaction if it is not a Valid Card Transaction or an Acceptable Card Transaction, or may charge it back to you.
- (b) You must provide us with the Transaction Record and any other required evidence of a Card Transaction within five (5) Bank Business Days if we ask for it. If you fail to do so to our satisfaction, we may charge the Card Transaction back to you if the amount cannot be collected from the Cardholder.
- (c) You agree to comply with the Card Scheme Rules regarding the charge back of Card Transactions as notified to you by us.

5 Accepting Nominated Card details

5.1 Point of Sale Transactions

For a Point of Sale Transaction, you must:

- (a) verify that the signature (if any) on the Card matches the signature on the Transaction Record;
- (b) if the signature panel on the Card is blank, in addition to obtaining authorisation for the transaction, you must ask the Cardholder to produce additional identification information. If you are satisfied that the information you are given is true and correct, you must ask the Cardholder to sign the Card;
- (c) take reasonable steps to verify the identity of the person you are dealing with including implementing the recommendations in the Merchant Operating Guide and any other manual or instructions that we provide you;
- (d) give the Cardholder a copy of the Transaction Record immediately after completing the transaction;
- (e) check that the particulars on the copy of the Transaction Record are identical to the particulars given on any other copy of the Transaction Record and the embossed details on the Card;
- (f) retain by reasonable and peaceful means any Card that does not have the usual security features. Once this has been done, you are required to let us know so that we may advise you of any further instructions we have regarding the Card's collection; and

- (g) include the disclosure we require on all Transaction Records if you wish to limit your acceptance of returned goods or services or establish a policy for making price adjustments.

5.2 Manual Transactions

Manual merchant facilities are approved to accept credit Card Transactions only. Vouchers where the cheque / savings box has been ticked will be returned to you unprocessed.

You must:

- (a) have all Equipment that we require;
- (b) only use the Vouchers and Equipment which we supply to you or which we approve for use by you;
- (c) imprint the Card onto an approved Voucher;
- (d) complete the description of goods, transaction value and date on the Voucher;
- (e) not, subject to paragraph (f) below, process any transaction which exceeds the Floor Limit of \$75.00;
- (f) obtain phone authorisation for any transaction that exceeds the Floor Limit in paragraph (e) above;
- (g) record the authorisation number obtained in accordance with paragraph (f) above in the section provided on the Voucher; and
- (h) bank the Voucher no later than the next Bank Business Day.

5.3 MOTO Transactions

For a MOTO Transaction:

- (a) if you are a manual merchant, you must:
 - (i) complete the Cardholder details (Card name, Card number, expiry date and account type), description of goods, transaction value and date on the Voucher;
 - (ii) obtain phone authorisation for the transaction;
 - (iii) record the authorisation number in the section provided on the Voucher; and
 - (iv) bank the Voucher no later than the next Bank Business Day; and

- (b) if you are an electronic merchant, you must obtain and manually key the Card number, expiry date, account type and transaction value into your Terminal.

5.4 Risks associated with MOTO Transactions

In providing you with approval to accept MOTO Transactions you agree that:

- (a) an authorisation does not automatically mean that the Cardholder is the one who is transacting on the account;
- (b) these types of transactions can result in a Chargeback against your merchant facility. When a Chargeback occurs, both the Bank and the Card Schemes will not enter into the dispute resulting in the Issuing bank charging back the value to your nominated account;
- (c) you will undertake to use best practises to minimise fraud and Chargebacks; and
- (d) all other clauses set out in these terms and conditions continue to apply.

5.5 Fallback

If you are an electronic merchant and your Terminal is not working due to the system being unavailable or Equipment failure, you may manually process transactions. You must:

- (a) use the Manual Imprinter and the correct Voucher for the transaction;
- (b) complete the Cardholder details (Card name, Card number, expiry date and account type), description of goods, transaction value and date;
- (c) not accept a debit Card Transaction where the transaction value is over \$100.00;
- (d) not, subject to paragraph (e) below, process any credit Card Transaction which exceeds the Floor Limit of \$75.00;
- (e) obtain phone authorisation for any credit Card Transaction that exceeds the Floor Limit in paragraph (d) above;
- (f) record the authorisation number obtained in accordance with paragraph (e) above in the section provided on the Voucher; and
- (g) bank the Voucher no later than the next Bank Business Day.

6 Warranties

In providing us with any Transaction Record, you warrant to us that:

- (a) all particulars furnished to us are true;
- (b) the Card Transaction is a Valid Card Transaction and an Acceptable Card Transaction; and
- (c) the details on the Transaction Record are correct.

7 Fee Account

7.1 Your Fee Account

You must maintain a Fee Account. You will ensure that finalisation of obligations arising under the Merchant Documents occurs through the Fee Account. You agree that to the extent required by this clause 7, the terms of this clause vary and form part of the terms and conditions of your Fee Account.

7.2 Authority to deal with your Fee Account

You authorise us to debit the Fee Account with:

- (a) Fees, costs and charges for services and use of your merchant facility as specified in your Merchant Facility Application or in any other notification by us to you from time to time;
- (b) any overcredits we make in respect of Card Transactions due to errors or omissions;
- (c) the amount of any Chargeback received by us;
- (d) any duties, taxes, postages, commissions, charges, exchanges, re-exchanges and expenses arising in any manner in the course of our business;
- (e) the amount of any deficiency in a payment made by you to us under the Merchant Documents where that deficiency is disclosed in an audit or check or otherwise;
- (f) any legal, and other costs and expenses directly or indirectly incurred by us in relation to the Merchant Documents;
- (g) all fines, penalties or similar costs (however described) imposed on us by Card Scheme Operators because of your failure to comply with the Card Scheme Rules; and

- (h) any other amounts you owe us under the Merchant Documents.

7.3 Authority to deal with your Settlement Account

You authorise us to debit the Settlement Account with the full amount of all Credit Vouchers presented to us for processing or refund transactions electronically processed by you in accordance with these terms and conditions.

7.4 Right to withhold

We have the right to withhold or suspend the payment of any amount that would otherwise be owing to you until we have concluded reasonable investigations into any claimed Chargebacks or into the validity or acceptability of any Card Transactions you process. We have the right to withhold or suspend the payment:

- (a) for up to 18 months; and
- (b) even if you are bankrupt, insolvent, an externally administered body corporate or insolvent under administration (as these terms are defined in the *Corporations Act 2001* (Cth)).

We have the right to withhold or suspend the payment:

- (c) if we have requested documentation from you in association with an investigation around any fraudulent, counterfeit, disputed or Chargeback transaction and you fail to supply the requested documentation; or
- (d) if you deliberately impede a Card Transaction investigation.

7.5 Right to withdraw funds from your account

We have the right to withdraw funds from your Fee Account if:

- (a) we have made a payment to you and any part or all of that payment is subsequently subject to a Chargeback; or
- (b) there is any doubt about the validity or acceptability of any Card Transaction included in that payment; or
- (c) we have requested documentation from you in association with an investigation around any fraudulent, counterfeit, disputed or Chargeback transaction and you fail to supply the requested documentation; or
- (d) you deliberately impede a Card Transaction investigation.

7.6 GST

If we are liable to pay GST on a supply made under or in connection with the Merchant Documents then you agree to pay us an additional amount equal to that

GST at the same time that the consideration for that supply is payable.

8 Disputes and refunds

You must:

- (a) establish a fair refund and dispute resolution policy for the exchange or return of merchandise, for the handling of mail and telephone orders disputed by Cardholders, and for the giving of credit by the issue of Credit Vouchers or the processing of a refund transaction as prescribed in the Merchant Operating Guide, in respect of each accepted return of merchandise, or each order accepted by you, but not authorised by the Cardholder or authorised user of the Card;
- (b) only process a Card Transaction as a refund if it is a genuine refund of a Valid Card Transaction and an Acceptable Card Transaction;
- (c) process all refunds in accordance with the Merchant Operating Guide; and
- (d) without limiting clause 8(c), give refunds by means of a refund transaction to the same Card used in the Card Transaction (as set out in the Merchant Operating Guide) and not in cash or cheque.

9 Terminals (Non Integrated)

9.1 Provision of Terminals

You must use either a Terminal or Equipment that we provide to you or a Terminal or Equipment that you have obtained from someone else that has been certified and approved by us. If we provide you with a Terminal or Equipment you will pay all costs and expenses involved in respect of the installation, use, relocation or removal of the Terminal.

9.2 Installation of Terminal

If we provide you with a Terminal or Equipment, you must prepare at your cost a site at your business premises which meets our specifications for the installation of the Terminal or Equipment, including a power supply and telephone line separate to your main voice line.

9.3 Where you have been provided with a Terminal

Where you have a Terminal approved by us, you must obtain all authorisations and initiate all transactions by swiping the Card through the Terminal unless the Terminal is not functioning (and you have obtained our authorisation to process the Card Transaction off-line) or unless you are an Authorised Mail/Telephone Merchant and process mail or telephone in accordance with the Merchant Documents.

9.4 Ownership of Terminals

If we provide you with a Terminal or Equipment, then it will remain our property (or, if we lease the Terminal or Equipment, the property of the lessor of the Terminal or Equipment) even if it is attached to other property, whether or not that other property belongs to us (or to any lessor).

9.5 Insurance

The insurance policy on your premises must cover any Terminals and Equipment we provide to you for their maximum insurable value and must have our interest noted on the policy.

9.6 Use and maintenance of Terminals and Equipment provided by us

If we provide you with a Terminal and/or Equipment you must:

- (a) take all reasonable care of the Terminal and Equipment (and follow all of our directions for its maintenance and protection as contained in the Merchant Operating Guide or as otherwise notified to you);
- (b) not permit any untrained or unauthorised person to operate or otherwise use the Terminal and Equipment;
- (c) pay for any repairs to, or replacement of, our Terminals and Equipment which are necessary because you neglect, misuse, lose or damage our Terminals and Equipment;
- (d) not move the Terminal or Equipment to premises other than premises authorised by us or make any additions or modifications or repairs to the Terminal or the Equipment without our written consent. Where we give our consent to the moving, modification or addition or repair to the Terminal or Equipment, you agree that it will be done at your cost and may be subject to conditions;
- (e) provide us and our agents or contractors all reasonable access to your premises to install, inspect, repair, maintain or remove the Terminal and Equipment;
- (f) be responsible for, and will indemnify us in respect of, any loss or malfunction of, or damage to the Terminal and Equipment (other than any loss or damage arising as a result of an inherent defect in the Terminal and Equipment or through fair wear and tear); and
- (g) at all times use the Terminal and Equipment in the manner set out in the Merchant Operating Guide.

9.7 Replacement of Terminals or Equipment

We may on giving you not less than 20 Bank Business Days written notice remove

and replace (at our cost) any Terminal or Equipment we have previously provided to you.

9.8 Return of Terminals or Equipment

Any Terminal or Equipment provided by us to you must be returned to us or as directed by us in the condition in which it was provided to you, fair wear and tear permitted, when the Merchant Services are terminated.

9.9 Breakdown, malfunction and off-line processing

You must tell us immediately when you become aware of any loss, malfunction of, or damage to the Terminal or Equipment, which has been provided by us.

If a Terminal (which has been provided by us) or Equipment is malfunctioning, we will provide you with a replacement Terminal or relevant piece of Equipment as soon as is practicably possible, subject to availability.

If technical difficulties are experienced with the Terminal that cannot be fixed immediately, and we have authorised you to process Card Transactions manually, then you may do so, but only in accordance with the procedure set out in clause 5.5.

9.10 Software

When using the software in a Terminal you must:

- (a) not transfer, sell, assign, sub-licence, part with the possession of or make copies of the software;
- (b) take all necessary precautions to prevent the unauthorised copying or use of the software by any unauthorised person;
- (c) not decompile, disassemble, reverse engineer, modify, enhance or improve the whole or part of the software; and
- (d) not install any other software on the Terminals without our prior written consent.

9.11 Third Party Terminals

Where you have been provided with an approved Third Party Terminal you will be responsible for:

- (a) sourcing, installation, maintenance and costs associated with an approved terminal agreement; and
- (b) all communication costs associated with the use of an approved terminal.

10 Terminals (Integrated)

You will need to refer to your software supplier's terms and conditions in relation to the provision and installation of your integrated Terminal and related software.

11 Cardholder's creditworthiness

No representations

You cannot infer from the fact that a Cardholder has been issued with a Card, or that a Card Transaction has been processed or that authorisation has been given by us, that we have guaranteed:

- (a) the Cardholder's creditworthiness;
- (b) the correct identity of the Cardholder;
- (c) that the Card Transaction is a Valid Card Transaction or an Acceptable Card Transaction; or
- (d) that you have complied with your obligations under the Merchant Documents.

You waive any right to claim that we have done so.

12 Your indemnity

You will indemnify us, our officers, employees, agents and contractors against all losses, expenses and damages which we, our officers, employees, agents and contractors may suffer or incur as a result of:

- (a) your failure to observe any provision of the Merchant Documents;
- (b) any warranty that you made under the Merchant Documents being untrue;
- (c) any infringement by you, your agents or your employees of another person's Intellectual Property Rights;
- (d) any dispute that may arise at any time between you and a Cardholder, or any other person authorised by a Cardholder to use a Card, where the dispute arises in respect of a Card Transaction or any incidental or ancillary matter; or
- (e) any claim of whatsoever nature by any person which results from unauthorised access to Card Transaction information or the negligent or fraudulent use or misuse of the Terminal or Equipment by you, your agents or your employees.

This indemnity survives termination of the Merchant Services.

13 Variation and waiver

13.1 Variation

We may vary these terms and conditions (including without limitation the fees and charges) or the Merchant Documents or any other manual or instructions or other material provided to you for the purposes of these terms and conditions at any time. We will let you know of the variation in any way required by Law or any code to which we subscribe. The variation begins on the date that you are notified of the variation or a later date specified by us.

13.2 Waiver

You or we may only waive a right created by these terms and conditions by giving the other notice in writing.

14 Specific authorised transactions

Without limiting clause 13, if you are authorised to conduct any specific authorised transactions as indicated in the Merchant Facility Application, in addition (or should we require, as an alternative) to your obligations under the Merchant Documents, you are bound by any terms and conditions that we notify to you by way of schedule to these terms and conditions.

In the event of any inconsistency between the terms and conditions set out in a schedule, and the Merchant Documents, then the terms and conditions set out in the schedule will prevail in respect of the specific authorised transactions.

You are bound by such of the provisions of these terms and conditions as apply to mail/telephone orders from the time you receive notice from us that you are an Authorised Mail/Telephone Merchant.

15 Termination

15.1 Notice

You may terminate the Merchant Services by giving not less than 30 Bank Business Days written notice to us.

We may terminate the Merchant Services at any time by giving you notice orally or in writing. The notice does not have to state a reason and termination will be effective from the time of receipt of the notice by you as set out in clause 20. If notice is given orally, we will confirm it in writing on or before the Bank Business

Day after the oral notice was given, but in any event, and regardless of the fact that we agree to give you written confirmation, the Merchant Services will be terminated at the time the oral notice is given.

15.2 Obligations

You must stop accepting a Card immediately if:

- (a) we give you notice to do so; or
- (b) the Merchant Services are terminated.

15.3 Rights and obligations

The expiration or termination of the Merchant Services does not affect any of your or our rights and obligations which arose before they ended including, without limitation, in relation to our right to Chargeback Card Transactions and our right to recover accrued fees, charges and costs. Upon termination all of your rights that would have otherwise arisen but for termination, are terminated.

15.4 Obligations after termination

Upon termination of the Merchant Services, or otherwise at our request, you must return to us at your expense or as directed by us all Terminals and Equipment we supplied in connection with the Merchant Services, and you must remove any Card Scheme Operator logo or any materials we have provided you with from any of your business premises.

15.5 Payment after termination

Upon termination of the Merchant Services you must immediately pay us any outstanding fees, charges and costs due under the Merchant Documents.

15.6 Payment for materials

Until we have certified in writing to you that materials referred to in 15.4 have been returned to us as required by that clause, you must continue to pay any fees, charges and costs due to us in relation to that material as if the Merchant Services had not terminated.

15.7 Disclosure of Data about you

We may disclose Data about you to a Card Scheme Operator if we terminate the Merchant Services.

15.8 After termination

This clause 15 survives termination of the Merchant Services.

16 Regular Payments

16.1 General

You have responsibilities and obligations to the Cardholders who have provided Authorisation for you to bill their Card for Regular Payments.

All Regular Payment transactions must be authorised.

16.2 Obligations for Regular Payments

In addition to your other obligations under the Merchant Documents and any Card Scheme Rules, you must do the following:

- (a) provide the terms and conditions for any Regular Payment arrangement to the Cardholder;
- (b) advise the Cardholder of your contact details should they need to advise you of any changes to their Card details; and
- (c) action any Cardholder's change in account details within five (5) Bank Business Days of receiving the request.

Further, if you process Regular Payments, you must provide Cardholders with an easy means of advising you of:

- (d) any changes to their Card number; or
- (e) their wish to cancel their Regular Payment arrangements with you.

17 Disclaimer

17.1 Exclusion

As far as the Law permits, our liability for loss or damage caused by our breach of any term, condition or warranty implied by Law is excluded.

17.2 Limited liability

Our liability for breach of the conditions and warranties implied under the Trade Practices Act 1974 (Cth) in connection with the services we provide under these terms and conditions that are not of a kind ordinarily acquired for personal, domestic or household consumption, is limited, as far as the Law permits, and at our option, to resupplying the service (or paying for its resupply).

18 Confidentiality

18.1 General obligation of confidence

You:

- (a) must keep any Confidential Information confidential; and
- (b) may use the Confidential Information but only in relation to the purposes contemplated by these terms and conditions; and
- (c) may disclose the Confidential Information to enable you to perform your obligations under these terms and conditions but only to your personnel on a need to know basis; and
- (d) must not copy the Confidential Information or any part of it other than as strictly necessary for the purposes of these terms and conditions and must mark if required by us any such copy “Confidential – Bank of Queensland Limited”; and
- (e) must implement security practices against any unauthorised copying, use, disclosure (whether that disclosure is oral, in writing or in any other form), access and damage or destruction; and
- (f) must immediately notify us if you suspect or become aware of any unauthorised copying, use, disclosure, access, damage or destruction in any form and to any extent; and
- (g) must comply with any of our reasonable directions in relation to the Confidential Information.

18.2 Exclusions

You may disclose Confidential Information:

- (a) to the extent required by Law; or
- (b) if required in connection with legal proceedings relating to the Merchant Services,

but in each case, subject to giving us sufficient notice of any proposed disclosure to enable us to seek a protective order or other remedy to prevent the disclosure.

18.3 Return of Confidential Information

On termination or expiry of the Merchant Services, or earlier on reasonable request by us, you must promptly return to us or destroy any or all copies of Confidential Information, in which case any right to use, copy and disclose that Confidential Information ceases.

18.4 Survival of obligations

Your obligations under this clause continue indefinitely in relation to Confidential Information, even if that Confidential Information is returned to us or destroyed, or these terms and conditions expire or the Merchant Services are terminated.

19 Your and our rights

19.1 Dealing with rights

You must not assign or charge your rights under the Merchant Documents. We may assign, charge or novate (or deal in any other way with) our rights and/or obligations or subcontract any of our obligations under the Merchant Documents.

19.2 Rights under Law

The rights, powers and remedies which you and we have under these terms and conditions are in addition to the ones provided independently by Law. You and we may exercise the rights powers and remedies under Law as well as any of those provided by these terms and conditions to the extent that they are not validly excluded or waived by these terms and conditions.

19.3 No other legal relationship

Nothing contained or implied in these terms and conditions makes you the partner, agent, or legal representative of us for any purpose or creates any partnership, agency or trust, and you have no authority to bind us in any way.

20 Notices

20.1 Form

A notice, approval, consent or other communication in connection with these terms and conditions:

- (a) may be signed by:
 - (i) in your case, you (if you are an individual), or any of your directors, or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy appointed to you; and
 - (ii) in our case, any Authorised Officer;

and, except in the case of an oral notice given under clause 15.1:

- (b) must be in writing; and

- (c) must be left at the address of the addressee or sent by prepaid ordinary post to the address of the addressee or sent by facsimile to the facsimile number of the addressee which is specified in the Merchant Documents or if the addressee notifies another address or facsimile number then to that address or facsimile number; or
- (d) in our case, where permitted by Law, be given by advertising a notice in a national newspaper or newspapers circulating in a State or Territory in which you ordinarily reside or in any other way permitted by Law.

20.2 Time

Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

20.3 Receipt

A notice, approval, consent or other communication is taken to be received:

- (a) in the case of a posted letter, on the third day after posting;
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient notified for the purpose of this clause; and
- (c) in the case of a newspaper advertisement, the date it is first published.

20.4 Change of address

If you change your address, you must promptly notify us in writing.

21 Code of Banking Practice

21.1 Adoption of Code

We have adopted the Code of Banking Practice (“Code”). Relevant provisions of the Code apply to the Merchant Services if you are an individual or a small business customer of ours (as defined by the Code).

21.2 Information available

You can obtain from us upon request:

- (a) information on our current standard fees and charges relating to the Merchant Services (if any);
- (b) general descriptive information concerning our banking services, including:
 - (i) account opening procedures;

- (ii) our obligations regarding the confidentiality of your information;
 - (iii) compliant handling procedures;
 - (iv) Regular Payments;
 - (v) bank cheques;
 - (vi) the advisability of you informing us promptly when you are in financial difficulties; and
 - (vii) the advisability of you reading the terms and conditions applying to each banking service we provide to you; and
- (c) a copy of the Code.

22 Use of third party websites for PCI DSS purposes

We do not endorse, and do not authorise any particular statements or advertising contained in, any third party websites used by you for PCI DSS purposes. Any third party websites, and any advice or advertising contained therein, are prepared by, and are the sole responsibility of, the owner of the website. The rights, if any, which you may have in connection with any product advertised and purchased through the website are solely against the third party supplier of the product. We do not accept any liability whatsoever (including negligence) with respect to:

- (a) products supplied;
- (b) any death or injury or consequential loss or damage arising from the supply of the product; or
- (c) the loss, theft or destruction of a product.

23 Disputes and General Information

23.1 Our procedures

We will provide you upon request with general information dealing with our procedures for handling disputes, the time within which disputes will normally be dealt with and indicating that disputes will be dealt with by staff with appropriate powers to resolve disputes.

For information about resolving disputes, contact our Customer Contact Centre on 1300 55 72 72 from 7:00 am to 7:00 pm (AEST) Monday to Saturday and 9:00 am to 5:00 pm (AEST) Sunday or ask at any of our branches.

23.2 Financial Ombudsman Service

If you have raised a complaint with us but remain dissatisfied with the outcome and would like an independent review of the complaint and the result, you can refer your complaint to the Financial Ombudsman Service (“FOS”).

You can contact the Financial Ombudsman Service on 1300 780 808 or facsimile on (03) 9613 6399 or write to FOS, GPO Box 3, Melbourne Victoria 3001 or visit www.fos.org.au.

24 Miscellaneous

24.1 Certificate

A certificate signed by us about a matter or about a sum payable to us in connection with the Merchant Documents is sufficient evidence of the matter or sum stated in the certificate unless the matter or sum is proved to be false.

24.2 Supervening legislation

Any present or future legislation which operates to vary your obligations in connection with the Merchant Documents with the result that our rights, powers or remedies are adversely affected (including, without limitation, by way of delay or postponement) is excluded except to the extent that such exclusion is prohibited.

24.3 Severability

If the whole or any part of a provision of these terms and conditions is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of these terms and conditions have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of these terms and conditions or is contrary to public policy.

25 Governing Law and jurisdiction

25.1 Governing Law

These terms and conditions and the transactions contemplated by it are governed by the Law in force in Queensland.

25.2 Submission to Jurisdiction

Each party irrevocably and unconditionally submits to the jurisdiction of the courts of Queensland and courts of appeal from them for determining any dispute concerning these terms and conditions or the transactions contemplated by these terms and conditions. Each party waives any right it has to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

Schedule A - Vehicle rental (clause 3.1(e))

1 Application of Schedule

The terms of this schedule apply to any Card Transaction that relates to vehicle rental.

2 Your obligations

You must:

- (a) imprint the Card used to initiate the Card Transaction onto a signed rental agreement or onto a signed Sales Voucher; and
- (b) create a Transaction Record for the Card Transaction that includes the words "Signature on File", and send a copy to the Cardholder at the address shown on the rental contract or folio.

3 Delayed or amended charges

3.1 Cardholder consent

You may process valid Card Transactions relating to vehicle rental within 80 days of the first Card Transaction where the Cardholder has consented on the rental agreement to be liable for delayed or amended charges for vehicle rental. The delayed or amended charges may include taxes, fuel, insurance, rental fees, damage to rental vehicles as allowed by the Card Scheme Rules, parking tickets and other traffic violations.

Where you seek to include amounts for parking tickets or traffic violations in the delayed or amended charges, you must retain and provide to us on request documentation from the appropriate civil authority, including the licence number of the rental vehicle, time and location of the violation, statute or Law violated, and amount of the penalty.

Where you seek to include amounts for vehicle damage in the delayed or amended charges as allowed by the Card Scheme Rules, you must retain and provide to us on request all of the following:

- (a) copy of the rental agreement;

- (b) estimate of the cost of damages from an organisation that can legally provide repairs;
- (c) civil authority's accident report (if applicable);
- (d) documentation showing the Cardholder's consent to pay for damages with the Cardholder's Card;
- (e) any other pertinent documentation available to demonstrate Cardholder liability for the damage; and
- (f) a copy of your insurance policy, if you require that the Cardholder pay an insurance deductible for vehicle damage. Alternatively, you may provide a copy of the vehicle rental agreement showing the Cardholder's consent to be responsible for the insurance deductible. The consent must be indicated by the Cardholder's signature or initials. The Cardholder's signature on the vehicle rental agreement must be in proximity to the disclosure that the Cardholder pay an insurance deductible for vehicle damage.

Schedule B - Accommodation (clause 3.1(f))

1 Application of Schedule

The terms of this schedule apply to any Card Transaction that relates to accommodation.

2 Advance Deposits

2.1 When you accept an advance deposit to reserve accommodation over the telephone, you must:

- (a) explain to the Cardholder:
 - (i) the terms of the reservation; and
 - (ii) the cancellation and refund policy procedure;
- (b) record the Cardholder's:
 - (i) account number;
 - (ii) Card expiration date; and
 - (iii) name and address;
- (c) confirm with the Cardholder the room rate and room location; and
- (d) allocate and advise a confirmation code to the Cardholder,

and you must subsequently provide the Cardholder with written confirmation of the information in paragraphs (a) to (d) above and include any other provisions relating to the Cardholder's obligations.

2.2 You must confirm the status of the Card through authorisation and make the necessary security checks.

2.3 You must complete a Sales Voucher, filling in the following Cardholder information:

- (a) name;
- (b) account number;

- (c) Card expiration date;
 - (d) reservation confirmation number; and
 - (e) an imprint of your details as most recently notified by you to us.
- 2.4 If you have a Terminal and are an Authorised Mail/Telephone Merchant you can process a pre-authorisation or process a handkey sale instead of following the procedure in clause 2.3.
- 2.5 You must write “advance deposit” in place of the Cardholder’s signature, on the Sales Voucher in the case of clause 2.3 or on the Electronic Sales Receipt in the case of clause 2.4.
- 2.6 You should note any special conditions regarding your refund policy, in the case of clause 2.3, on the Sales Voucher or, in the case of clause 2.4, on the Electronic Sales Receipt.
- 2.7 You must sight the Cardholder’s Card and obtain an imprint/swipe upon check-in to validate the transaction.

3 Cancellations

- 3.1 A Cardholder may cancel his or her reservation either through you or a third party booking agent acting on your behalf.
- 3.2 When a Cardholder cancels his or her reservation, no less than 72 hours outside of his or her scheduled arrival time, you must advise the Cardholder:
- (a) of their cancellation code; and
 - (b) to retain their cancellation code in the event of a dispute.

You must then process a refund to the Cardholder’s Card and mail a copy of the Electronic Refund Receipt or Credit Voucher to the Cardholder.

- 3.3 When a Cardholder cancels his or her reservation within 72 hours of their scheduled arrival time, the Cardholder should be permitted to cancel the reservation up to 6.00 pm (your outlet time) on the reserved arrival date.

The refund should be processed as set out in clause 3.2 above.

- 3.4 If you require a Cardholder to cancel before 6.00 pm (your outlet time) on the reserved arrival date in order to obtain a refund of any deposit paid, you must advise the Cardholder both verbally and in writing at the time the Cardholder places an advance deposit or makes a booking.

4 Unclaimed Accommodations (“No Show”)

- 4.1 When the Cardholder does not cancel his or her reservation and does not stay at your hotel, motel or resort, you may charge the Cardholder for a maximum of one night’s room rate plus applicable tax, provided you have complied with clause 2.1 and provided that the charge is consistent with the cancellation policy notified to the Cardholder.
- 4.2 The same procedure as for “advance deposit” is to be followed but with the following exceptions:
- (a) write the date of the no show and the assigned room number on the Sales Voucher or Electronic Sales Receipt; and
 - (b) write “guaranteed reservation/no show” on the Cardholder signature line.
- 4.3 You must not process a no show transaction when the Cardholder cancelled his or her reservation according to the third party booking agent’s cancellation policy and the Cardholder has a cancellation code.

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