

Smartpay Merchant Application

Capitalised terms used in this form and not defined in this form have the meaning given in our Master Merchant Terms and Conditions at www.smartpay.com.au/terms-and-conditions



1. Business Details

Registered Legal Name:

Registered Address:

Suburb:

State:

Postcode:

ABN:

ACN:

Entity Type: e.g. Company/Sole Trader

www.

Estimated Sales Per Annum:

No. of Transactions Per Month:

Average Ticket Size:

% Transactions on International Cards:

Trading Name:

Trading Address: (If different to Registered Address)

If you have more than one trading address, leave blank and request Additional Store Form

Suburb:

State:

Postcode:

Industry* (e.g. Retail/Hospitality):

Delivery Address for terminal(s) (if different to Trading Address):

Phone:

Years in Operation:

Prior EFTPOS Facility: Yes

Days/Hours of Operation:

Mon Tues Wed Thur Fri Sat Sun am - pm

2. Products and Services Description

Products and Services Description:

Comms Type (please select)

3G Wi-Fi Ethernet

3G Wi-Fi Ethernet

Quantity

Trading Name to appear on receipt:

3. Setup Options

Tipping: Yes

MOTO**: Yes

MultiMerchant*: Yes

Cash Out: Yes

Refund: Yes No

Pre Auth: Yes

Amex/JCB: Yes

Amex Merchant Number:

Enable integration with your POS software

POS Software:

Version:

Vendor:

*Additional details required please contact us for a MultiMerchant Application form

** MOTO transactions will settle 2 business days after the transaction date for domestic cards as a separate deposit to your Settlement Account. For full details see the MOTO Terms & Conditions.

4. What Your Customer Will Pay (Incl GST)

Visa/MasterCard

%

EFTPOS (CHQ/SAV)

\$

Amex

%

(if directly enabled with AMEX)

5. Other Fees and Charges (Excl GST)

Other Fees

Charge Back Fee

\$ 22.75

Cancellation Fee

\$ 90.00

Total Term (months)

Direct Debit Dishonour

\$ 22.75

Lost/Stolen/Damaged

\$ 500.00

Terminal Rental (per month)**

\$ 29.95

Free Terminal Rental Threshold*

\$ 10,000.00

* Per terminal per month. Refer to Additional Terms page 3.

**Terminal Monthly rental waived when the minimum monthly credit card value is achieved.

10. Merchant Declaration, Merchant Agreement & Personal Information Collection Statement

Personal Information Collection Statement

For the purposes of this Collection Statement, 'you' means all applicants (including their authorised signatories), and Beneficial Owners listed on the Smartpay Merchant Application and "Smartpay" and "we" means SMARTPAY AUSTRALIA LIMITED ABN 79 120 473 823 (Level 2, 117 York Street Sydney, NSW 2000) and its related entities from time to time.

WHY WE ARE COLLECTING PERSONAL INFORMATION

Smartpay is collecting your personal information in this application form for the purpose of:

- processing and assessing your application (or the application of the organisation that you represent) to receive certain Services from us and to receive a Smartpay Account;
- monitor and administer your access and use of the Services and the Smartpay Account; and
- facilitate our internal business operations, including audit, securitisation, fulfilling legal requirements and conducting confidential systems maintenance and testing, in order to comply with our obligations under the Anti-Money Laundering and Counter Terrorism Financing Act 2006 and other applicable law,

(together, the "purpose"). We may also collect personal information about you from credit checking agencies.

The collection of your personal information is authorised under the Privacy Act 1988 (Cth) and the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth), with which we comply.

WHAT HAPPENS IF WE DO NOT COLLECT PERSONAL INFORMATION

If we do not collect all or some of the requested personal information, we may not be able to assess your application and we may not be able to approve your request to receive the Services or to receive a Smartpay Account.

Furthermore, we may not be able to adequately provide the Services and the Smartpay Account to you and we will be unable to comply with our statutory obligations.

WHO WE DISCLOSE PERSONAL INFORMATION TO

We may disclose your personal information to:

- Scheme operators
- Credit checking agencies
- Members of Schemes
- Preferred providers
- Third party contractors who we engage to assist us with the purpose, from time to time. When we disclose personal information to third party contractors, we will take reasonable steps to ensure that those third party contractors comply with our Privacy Policy and are bound by the Privacy Act 1988 (Cth), including the Australian Privacy Principles ("APPs") or similar privacy obligations.

ACCESS AND CORRECTION OF PERSONAL INFORMATION

Our Privacy Policy contains information about how you can access and request the correction of your personal information. You can access our Privacy Policy at www.smartpay.com.au/privacy. Our Privacy Policy also contains information about how you can make a complaint about a breach of the Australian Privacy Principles and how we will deal with your complaint. You can direct your privacy queries to us at:

Fax: 02 9389 7223
 Privacy Consent Form
Smartpay Australia Pty Limited
 ACN: 79-120-473-823
 Level 2, 117 York Street
 Sydney NSW 2000
 Email: merchantservices@smartpay.com.au
 Tel: 1800 433 876

OVERSEAS DISCLOSURE

We use Amazon web servers, therefore your personal information may be disclosed to Amazon's data centres, which are located in the locations and countries set out at this link: <https://aws.amazon.com/about-aws/global-infrastructure/>

Merchant Agreement

- I/We declare that I/We have accessed or otherwise received and read the Smartpay Master Merchant Terms and Conditions ("Terms"). The Terms are available at smartpay.com.au/terms-and-conditions
- I/We agree to be bound by the Terms and any variation to the Terms.
- I/We agree that all information provided on this application is true and correct.
- I/We agree and consent to Smartpay obtaining personal credit information in accordance with the Privacy Act of 1988 (and any amendments thereto) where the applicant is a Sole Trader or Partnership, or the personal credit information of a Director of a company or Beneficial Owner of a Company that is an applicant.
- I/We consent to the use of personal information for the purposes of performing a verification of that individual in accordance with the Privacy Statement & Consent, as required under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (and any amendments thereto).
- If I/We are applying for the MOTO service, I/We declare that we have read the MOTO Terms & Conditions and agree to be bound by them.
- I/We acknowledge that should I/we intend to vary these account details, not less than 14 days' written notice must be given.
- I/We declare that I/We have read the Direct Debit Service agreement set out in the Terms and agree to be bound by it.
- I/We authorise Smartpay Australia Pty Limited (the "Debit User") to debit/credit my/our Bank Account, nominated in Account Details, with fees, charges and any other amount due by the Merchant under this Agreement through the Direct Debit System. I/We must pay the Debit User when due under the Terms. The purpose of these debits will relate to fees, chargebacks, corrections and negative settlements, and as otherwise provided in the Terms.
- I/We understand and acknowledge that the Debit User may vary the amount or frequency of debits under this authority in accordance with any variation to the arrangement between the Debit User and me/us.
- I/We authorise Smartpay to process settlement values to our Bank Account nominated in Account Details.

I acknowledge and agree to the above and the Additional Terms and Conditions for SmartCharge.

I agree to have my identity information verified with the Issuer or Official Record Holder.

I confirm I have Administrative Authority

Authorised Signature:

Authorised Signature:

Name of Authorised Signatory:

Name of Authorised Signatory:

Position: Date:

Position: Date:

11. Additional Terms and Conditions for SmartCharge

- The Surcharge: In respect of all Transactions processed by you an amount will be charged in addition to the price of the goods and services. The amount is referred to as a "Surcharge".
- Signage: You must, at the point of sale display a prominent sign that advises customers that all card Transactions will incur a Surcharge and that specifies the amount of the Surcharge, for example: "1.98% surcharge will be added to all transactions paid by card".
- Receipt: Your end customer must receive a receipt issued from the Terminal that separately identifies the Surcharge and the total value of the Transaction. The terminal software provides this function.
- Surcharge of Credit Card transactions: Smartpay will supply software on its terminals to facilitate a surcharge for Credit card transactions. This software application will automatically add the quoted surcharge to the transaction amount charged to your customer. For example, on a \$100 transaction where the Surcharge is 1.98% the Visa/Mastercard fee will be \$1.98 inclusive of GST, and in the event that the surcharge application is utilised, your customer will be charged \$101.98, and you will be settled \$100 into your nominated bank account.
- Surcharge on EFTPOS transactions: Smartpay will supply software on its terminals to facilitate a surcharge on your customers for eftpos transactions. This software application will automatically add the quoted surcharge to the gross amount charged to your customer. For example, on a \$100 transaction where the Surcharge is \$0.50 the eftpos fee will be \$0.50 inclusive of GST, and in the event that the surcharge application is utilised, your customer will be charged \$100.50, and you will be settled \$100 into your nominated bank account. Where your customer presents a card that is a combined Visa or Mastercard and an EFTPOS card, the treatment of the transaction for surcharge purposes will reflect how the issuing bank has issued the card based BIN/ card number range.
- Surcharge Opt-Out Used: The Smartpay software allows you to suppress the Surcharge for an individual transaction where you have a requirement to do so. In any event that you use this function, the surcharge that would have applied to the respective transaction will be charged to you and deducted from the next settlement to your nominated bank account. All such amounts at the Merchant's account will be offset against the next settlement to the Merchant and disclosed on the month end payment statement "surcharge opt-out option taken" or similar.
- Free Rental Threshold: If your total transactional value on Visa and Mastercard for any calendar month on any individual terminal is less than the amount specified as Free Rental Threshold in Other Fees and Charges, the Terminal Rental will be charged to you.