

Additional Terms and Conditions for Merchant EFTPOS Facility Dated November 2022

About this document

This document details additional terms and conditions that apply to Business Account holders who apply for and/or have the use of a:

- Merchant EFTPOS Facility.

This document does not contain all the terms and conditions that apply to your account, access to and/or the use of access methods and/or payment facilities, or access to and/or the use of a Merchant EFTPOS Facility. These additional terms and conditions apply in conjunction, and should be read together, with any other terms and conditions that apply to your account, access to and/or the use of access methods and/or payment facilities, and/or access to and/or the use of a Merchant EFTPOS Facility, including the Banking General Terms and Conditions; the product schedule for your account; current interest rates on accounts; and, if you have a loan or other credit facility (including a credit card account) with us, your loan contract or credit contract; and also:

- (a) in the case of a Merchant EFTPOS Facility, your agreement(s) with the ADI providing the Merchant EFTPOS Facility and any other terms and conditions that apply to your access to and/or the use of a Merchant EFTPOS Facility.

If any of the terms and conditions in this document are inconsistent with the terms and conditions of the Banking General Terms and Conditions, the product schedule for your account and/or the current interest rates on accounts, those other documents prevail to the extent of the inconsistency.

If you have a loan or other credit facility (including a credit card account) with us, if any of the terms and conditions in this document are inconsistent with the terms and conditions of your loan contract or credit contract with us, the terms and conditions of the loan contract or credit contract prevail to the extent of the inconsistency.

We may change these terms and conditions at any time as described in clause 68 of the Banking General Terms and Conditions as if that clause was set out in this document in full.

1) Merchant EFTPOS Facility

Application

- 1.1 This Section applies to Business Account holders who apply for a Merchant EFTPOS Facility from another ADI.

Applying for a Merchant EFTPOS Facility

- 1.2 We are a party to a referral agreement with another ADI, together with other mutuals, whereby we refer Business Account holders wishing to acquire a Merchant EFTPOS Facility to the ADI who may, at their discretion, provide the Business Account holder with a Merchant EFTPOS Facility.
- 1.3 You can apply for a Merchant EFTPOS Facility at any Greater Bank branch by completing the relevant application form. We then forward the application to the ADI for consideration according to their usual business criteria.

- 1.4 If the application meets the criteria and is approved by the ADI, they will negotiate directly with you and forward further information and contracts for execution.
- 1.5 The ADI will dispatch the EFTPOS terminal to you upon receipt of the signed contract. It is your responsibility to install the terminal received from the ADI.
- 1.6 We reserve the right to refuse to forward to the ADI any application you make to acquire a Merchant EFTPOS Facility at any time. We will act reasonably in deciding whether to exercise this right.

Fees, charges and commissions

- 1.7 The ADI will negotiate any fees and charges in relation to the Merchant EFTPOS Facility directly with you. Any fee structure we provide to you in relation to the Merchant EFTPOS Facility is indicative only and is only to be used as a guide to the potential fees and charges that may be charged by the ADI.
- 1.8 All fees and charges payable by you to the ADI in relation to the Merchant EFTPOS Facility will be debited directly from your Business Account.
- 1.9 In the event your Business Account becomes overdrawn as a result of the fees and charges payable to the ADI, you agree to indemnify us for such amounts and agree that we can recover from you those amounts, including but not limited to:
 - (a) such charges relating to credit card transactions and debit card transactions (including service charges, fees and other charges) as are determined by the ADI from time to time and which are notified by the ADI to you;
 - (b) all Government Charges and taxes that apply;
 - (c) the full amount of all sales refund transactions processed pursuant to your agreement with the ADI;
 - (d) any over-credits made by the ADI in respect of sales transactions due to errors or omissions;
 - (e) any credits made by the ADI in respect to sales transactions which are not valid;
 - (f) any amounts representing sales made on the facility that have been charged back by the ADI; and/or
 - (g) all other monies due to the ADI pursuant to your agreement with the ADI.
- 1.10 The fees and charges that may be payable to us in respect of your account and the access methods and payment facilities (and other facilities) available with your account are set out or described in the Banking General Terms and Conditions; the product schedule for your account; and/or any applicable Customer User Agreement(s).

If you have a loan or other credit facility (including a credit card account) with us, credit fees and charges that may be payable in respect of your loan or credit facility are set out or described in your loan contract or credit contract.

For further details in relation to the fees and charges that may be payable to us in respect of your account and the use of access methods and/or payment facilities, refer to the Banking General Terms and Conditions; the product schedule for your account; any applicable Customer User Agreement(s); and, if you have a loan or other credit facility (including a credit card account) with us, your loan contract or credit contract.

Transaction limits

1.11 We may impose limits on transactions that may be made to and/or from your account. Limits may be on a per transaction basis or on a time period basis. For details of current limits refer to the product schedule for your account; any applicable Customer User Agreement(s); and, if you have a loan or other credit facility (including a credit card account) with us, your loan contract or credit contract.

You can ask us to adjust your transaction limit. We do not have to approve your request and if we do, we can change your limit back to the current limit set out in the product schedule at any time. If you request a higher transaction limit your liability for unauthorised transactions may increase.

Termination

1.12 We reserve the right, at our absolute discretion, to notify the ADI that we will no longer facilitate the arrangements contained in this Section in respect of your Business Account.

1.13 Nothing in this document precludes us from closing your Business Account in accordance with the Banking General Terms and Conditions or the terms and conditions in the product schedule for your account. We will notify the ADI of any such closure.

Other terms

1.14 We can change these terms and conditions at any time. Changes we make will be notified in the manner set out in clause 68 of the Banking General Terms and Conditions.

General

Customer Owned Banking Code of Practice

The Customer Owned Banking Code of Practice may apply to the use of your account or payment facilities available with your account. Where it applies, we will comply with the Customer Owned Banking Code of Practice. The Customer Owned Banking Code of Practice is available via our website www.greater.com.au.

ePayments Code

The ePayments Code may apply to the use of electronic payment facilities to make payments or withdraw funds from, or transfer funds to, your account. Where it applies, we will comply with the ePayments Code. You can obtain a copy of the ePayments Code from ASIC's website www.asic.gov.au.

Your privacy

We're committed to protecting your privacy. We collect, use, hold, store and share your personal information in accordance with our Privacy and Credit Reporting Policy (**Privacy Policy**). This includes for the purposes of assessing and processing your application for products and/or services offered or distributed by us. Without this information we may be unable to assess or process your application or provide, or arrange for the provision of, products and/or services to you.

Our Privacy Policy includes details about how you may request access to and ask us to correct the information that we hold about you. Our Privacy Policy also outlines our privacy complaints process. Our Privacy Policy is available on our website www.greater.com.au/help/legal/privacy-policy or you can obtain a copy free of charge in any of our branches or by calling us on 13 13 86.

Other general terms and conditions

- (a) We can transfer or otherwise deal with our rights under these terms and conditions or allow any interest in them to arise without your consent. You can't do any of these things without our consent.
- (b) If any part of these terms and conditions is prohibited or unenforceable, it's ineffective to the extent of the prohibition or unenforceability.
- (c) If we say in these terms and conditions that we'll do something on a day and that day isn't a business day, we'll do it on the next business day unless we state otherwise.
- (d) Except where this document expressly provides otherwise, our rights under this document are cumulative and are in addition to, and don't limit, any other rights we may have, whether under this document, under any other terms and conditions that apply to your account or provided by law independently of this document or those other terms and conditions.
- (e) These terms and conditions are governed by the laws of New South Wales and we and you accept the non-exclusive jurisdiction of the courts having jurisdiction there.

Words with special meanings

In these terms and conditions, some words have special meanings as set out in these terms and conditions and/or the Banking General Terms and Conditions.

In this document, unless the context indicates a contrary intention:

- (a) **ADI** stands for authorised deposit-taking institution and has the same meaning as in the *Banking Act 1959* (Cth).
- (b) **Banking General Terms and Conditions** means Greater Bank's 'Banking General Terms and Conditions' (as supplemented, amended, updated or replaced from time to time) available on our website at www.greater.com.au/termsandconditions under the heading 'Deposit and Credit Accounts'.
- (c) **Business Account** means a Greater Bank Business Access account, Business Optimiser account or Business Line of Credit account.
- (d) **Customer User Agreement** means:
 - (i) in the case of a Merchant EFTPOS Facility, your agreement(s) with the ADI providing the Merchant EFTPOS Facility and any other terms and conditions that apply to your access to and/or the use of a Merchant EFTPOS Facility,

and any other agreement between you and us in respect of your account and/or the access methods, payment facilities and/or other facilities available in connection with your account.

- (e) **EFTPOS** means a point of sale electronic banking facility available at retail or wholesale outlets.
- (f) **Government Charges** means income tax, all additional government stamp and other duties, fees and charges that may apply to your account whether or not you are primarily liable to pay these charges.
- (g) **Merchant EFTPOS Facility** means EFTPOS terminals and the combination of hardware, software, communication lines and operational procedures that facilitate the authorisation and reconciliation of EFTPOS transactions.
- (h) **we, us** and **our** means Greater Bank Limited and our successors and assigns.
- (i) **you** and **your** means an account holder or if there is more than one of you, all of you jointly and each of you severally and includes a person, company, firm, body corporate, incorporated association, partnership, other type of association, authority or government body who is an existing account holder with us. You includes your successors and assigns.

In this document, unless the context indicates a contrary intention:

- (a) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (b) **(singular)** the singular includes the plural and vice-versa; and
- (c) **(documents)** a reference to another document includes any document which varies, supplements or replaces that other document.

How to contact us

Email us at: webenquiry@greater.com.au

Call us on: 13 13 86

Write to us at:

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HAMILTON NSW 2303 or

PO Box 173
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Visit our website: www.greater.com.au

Visit us in any of our branches: the locations of our branches are listed on our website. You can also call us to find out the locations of our branches.