

# NOTICE OF CHANGES TO ANZ MERCHANT AGREEMENT

On 07/12/2020, we made changes to the documents outlined below:

## DOCUMENTS COVERED BY THIS NOTICE

- [General Conditions – ANZ Merchant Services](#) as detailed below
- [General Conditions – ANZ FastPay® Next Generation](#) as detailed below

## WHAT CHANGES ARE BEING MADE?

### Changes to the General Conditions – ANZ Merchant Services

#### 1. Meanings of Words and Expressions – Condition 43

- The current definition of "Merchant Choice Routing" will be deleted and replaced with the following definition:

**"Merchant Choice Routing"** means a service which, directs contactless transactions made using a Relevant Multi-Network Card through the domestic eftpos network and not through an international card scheme network (eg Visa or MasterCard), as described in Condition 48.

- The following new definition for "Relevant Multi-Network Card" is added to Condition 43 of the General Conditions:

**"Relevant Multi-Network Card"** means a Multi-Network Card which has been set up in a manner which allows Eligible Merchant Products to identify and route contactless transactions via the domestic eftpos network.

#### 2. Merchant Choice Routing – Condition 48

Current Condition 48(ii) is deleted and replaced with the following:

- (i) *The Merchant acknowledges that when Merchant Choice Routing is activated, contactless transactions using a Relevant Multi-Network Card, where at the time the transaction is processed ANZ is able to correctly identify it is a Relevant Multi-Network Card, will be routed to eftpos. Neither the Merchant nor the Cardholder will have the ability to change the routing of a Relevant Multi-Network Card or Transaction at the time the contactless transaction is processed.*

### **3. Refunds – Condition 8**

Current Condition 8 is deleted and replaced with the following:

- (i) The Merchant must:*
  - (a) Establish a fair policy for giving Refunds and for exchanges or return of goods for sales Transactions, which complies with all applicable Laws including but not limited to the "Australian Consumer Law", as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).*
  - (b) The Merchant must disclose the Merchant's Refund policy to the Cardholder prior to the Transaction.*
  - (c) Where the Merchant is authorised to process Transactions via the Internet in accordance with Condition 4(ii), prominently display the Merchant's Refund policy on its website; and*
  - (d) at all times act in accordance with the Terminal Guides in processing Refunds.*
  
- (ii) In respect of any Transaction processed via the MasterCard or Visa Nominated Card Schemes, if a Merchant:*
  - (a) gives a Refund to a Cardholder, where possible, the Merchant must process the Refund to the same Nominated Card on which the original Transaction was made;*
  - (b) is unable to reasonably comply with Condition 8(ii)(a), subject to any applicable Laws and any relevant requirements in the Terminal Guides, a Merchant may process the Refund to a different Nominated Card, which belongs to the same Cardholder as the Nominated Card on which the original Transaction was made; or*
  - (c) is unable to reasonably comply with either Condition 8(ii)(a) or Condition 8(ii)(b), subject to any applicable Laws and any relevant requirements in the Terminal Guides, a Merchant may process the Refund using an alternate means.*
  
- (iii) In respect of any Transaction processed via a Nominated Card Scheme other than the MasterCard or Visa Nominated Card Schemes, if a Merchant gives a Refund the Merchant must process the Refund to the same Nominated Card on which the original Transaction was made or otherwise in accordance with the process set out in the relevant Terminal Guides, unless otherwise required by Law.*
  
- (iv) The Merchant must not, without ANZ's prior consent process a Refund for:*
  - (a) any purpose, other than to provide a Refund for an original Transaction under and in accordance with this Condition 8; or*
  - (b) an amount that is greater than the original Transaction.*
  
- (v) If a Merchant:*
  - (a) processes a Refund other than to a Nominated Card which belongs to the same Cardholder who made the original Transaction;*
  - (b) processes a Refund for an amount which is different to the amount of the original Transaction;*
  - (c) processes a Refund to an incorrect Nominated Card; or*
  - (d) makes any other errors or omissions when processing a Refund,*

*the Merchant may be liable for any losses, claims, damages or costs (including consequential loss) arising directly or indirectly in connection with the Refund or original Transaction.*

## Changes to the General Conditions – ANZ FastPay® Next Generation

### 1. Refunds – Condition 7

Current Condition 7 is deleted and replaced with the following:

- (i) *The Merchant must:*
  - (a) *Establish a fair policy for giving Refunds and for exchanges or return of goods for sales Transactions, which complies with all applicable Laws including but not limited to the "Australian Consumer Law", as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).*
  - (b) *The Merchant must disclose the Merchant's Refund policy to the Cardholder prior to the Transaction.*
  - (c) *Where the Merchant is authorised to process Transactions via the Internet in accordance with Condition 4(b), prominently display the Merchant's Refund policy on its website; and*
  - (d) *at all times act in accordance with the ANZ FastPay Next Generation Merchant Operating Guide in processing Refunds.*
  
- (ii) *In respect of any Transaction processed via the MasterCard or Visa Nominated Card Schemes, if a Merchant:*
  - (a) *gives a Refund to a Cardholder where possible, the Merchant must process the Refund to the same Nominated Card on which the original Transaction was made;*
  - (b) *is unable to reasonably comply with Condition 7(ii)(a), subject to any applicable Laws and any relevant requirements in the ANZ FastPay Next Generation Merchant Operating Guide, a Merchant may process the Refund to a different Nominated Card, which belongs to the same Cardholder as the Nominated Card on which the original Transaction was made; or*
  - (c) *is unable to reasonably comply with either Condition 7(ii)(a) or Condition 7(ii)(b), subject to any applicable Laws and any relevant requirements in the ANZ FastPay Next Generation Merchant Operating Guide, a Merchant may process the Refund using an alternate means.*
  
- (iii) *In respect of any Transaction processed via a Nominated Card Scheme other than the MasterCard or Visa Nominated Card Schemes, if a Merchant gives a Refund the Merchant must process the Refund to the same Nominated Card on which the original Transaction was made or otherwise in accordance with the process set out in the relevant ANZ FastPay Next Generation Merchant Operating Guide, unless otherwise required by Law.*
  
- (iv) *The Merchant must not, without ANZ's prior consent process a Refund for:*
  - (a) *any purpose, other than to provide a Refund for an original Transaction under and in accordance with this Condition 7; or*
  - (b) *an amount that is greater than the original Transaction.*
  
- (v) *If a Merchant:*
  - (a) *Processes a Refund other than to a Nominated Card which belongs to the same Cardholder who made the original Transaction;*
  - (b) *processes a Refund for an amount which is different to the amount of the original Transaction;*
  - (c) *processes a Refund to an incorrect Nominated Card; or*
  - (d) *makes any other errors or omissions when processing a Refund,*

*the Merchant may be liable for any losses, claims, damages or costs (including consequential loss) arising directly or indirectly in connection with the Refund or original Transaction.*