



# MERCHANT APPLICATION

For taking credit & charge card payments over the phone or web

Please return all 3 pages of this Merchant Application to  
 PO Box 190, Flinders Lane,  
 Melbourne, Vic, 8009 or fax to  
 (03) 9629 5550.

<b>SECUREPAY USE ONLY</b>
Merchant ID:
Account Manager:
Referrer ID:
Date Received:
T & C Version: SPMVA16
Accepted:

**PH 1300 786 756**

SecurePay Pty Limited  
 ABN 92 088 101 875

PART 1: REQUIRED INFORMATION	
Account Name (Your existing or preferred SecurePay Account Name):	
SecurePay Merchant ID (if known):	
<input type="checkbox"/> New application (Complete all parts)	<input type="checkbox"/> Change of details (Complete Parts that have changed)
<input type="checkbox"/> Termination of all (Complete Parts 1 & 9)	<input type="checkbox"/> Cancellation of Individual Services (Tick those services being cancelled)
PART 2: APPLICANT DETAILS	
Company, Trust, Partnership or Proprietor Name (as applicable):	
ABN/ACN/ARBN (as applicable):	
Street Address:	Suburb / Town:
State:	Postcode:
Postal Address (if different to above):	
Web Site Address: www.	
Cart Address (if different to Web Site Address): www.	
PART 3: CONTACT DETAILS	
Operational	Name:
	Email:
	Phone: <input type="text"/>
Technical (if different to above)	Name:
	Email:
	Phone: <input type="text"/>
Finance (if different to above)	Name:
	Email:
	Phone: <input type="text"/>

*SecurePay collects your personal information in order facilitate your organization's application to sign up to the SecurePay Payment Gateway. Without this information SecurePay would be unable to provide this service. Whilst maintained by us, your personal information is handled in accordance with the Australia Post Group Privacy Policy which outlines how to access and/or correct your personal information or make a privacy related complaint. You may contact the Privacy Contact Officer, Australia Post, GPO Box 1777, Melbourne, Vic, 3001 for privacy related queries. For more information please visit [www.auspost.com.au/privacy](http://www.auspost.com.au/privacy).*

PART 4: PRICE PLAN (refer Part E for Pricing)	
<input type="checkbox"/> Pre Paid Plan 1	<input type="checkbox"/> Post Paid Plan 1
Web Payments (Complete Parts A and B)	<input type="checkbox"/> Pre Paid Plan 2 <input type="checkbox"/> Post Paid Plan 2
<input type="checkbox"/> Pre Paid Plan 3	
IVR Phone Payments (Complete Part C) <input type="checkbox"/> Post Paid Plan 3	
Bank Direct Entry (Complete Part H) <input type="checkbox"/> Bank DE Plan	
PART 5: BANK DETAILS	
An " <b>Internet Merchant Account</b> " from a bank is required for access to Visa and MasterCard. <b>Which bank provides your Internet Merchant Account?</b>	
<input type="checkbox"/> Westpac	<input type="checkbox"/> Commonwealth <input type="checkbox"/> National <input type="checkbox"/> Macquarie
<input type="checkbox"/> St George	<input type="checkbox"/> ANZ <input type="checkbox"/> Bank West <input type="checkbox"/> CitiBank
<b>If you have received your Internet Merchant ID from the bank, please complete the below details:</b>	
Internet Merchant ID (also known as EB for National or CAIC for Commonwealth. ANZ doesn't issue this number):	
Internet Terminal ID (Westpac doesn't issue this number):	
PART 6: AMEX AND DINERS	
For access to American Express or Diners Club, please use these contacts AMEX / JCB: Phone 1300 363 614 (Opt 4), DINERS: Phone 1300 360 500 Advise that you will be "taking credit card payments over the Internet via the SecurePay Network"	
Amex Merchant ID:	
Diners Merchant ID:	
PART 7: INVOICING	
Please select preferred method of receiving invoices:-	
<input type="checkbox"/> Emailed to Finance Contact	<input type="checkbox"/> Posted to Finance Contact
PART 8: ACCOUNT PAYMENT	
Have payments deducted from your bank account or credit card (Complete Account Payment Request) <input type="checkbox"/>	
PART 9: AGREEMENT	
By signing Part 9 you agree to be bound by the Terms and Conditions on page 3 of this Merchant Application.	
Authorised signature:	
Name:	
Date:	

PART A: WEB PAYMENTS			
To select the appropriate interface, discuss the range of options available with your account manager			
Product required for Web Payments	Products	Product selected	
	Virtual Terminal	<input type="checkbox"/>	
	DirectOne	<input type="checkbox"/>	
	SecureFrame	<input type="checkbox"/>	
	Direct Post	<input type="checkbox"/>	SDP
	SecureAPI (Java/XML)	<input type="checkbox"/>	SDP
	SecureBill	<input type="checkbox"/>	
	Data Bridge (Refer Set Up Fee in Part E)	<input type="checkbox"/>	
Multi Currency Including \$A	<input type="checkbox"/> (for National Australia Bank only, on supported interfaces)		

PART B: WEB PAYMENTS	
Will you be using an Application Provider?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please note the requirement in the Terms and Conditions to use an Application Provider who meets the required security standards.	

PART C: IVR PHONE PAYMENTS	
If Phone Payments are required, please attach suggested script	<input type="checkbox"/>

PART D: PROMOTE YOUR WEBSITE IN SECUREPAY SHOPS – Free!	
Category: (Choose only 1)	<input type="checkbox"/> Books <input type="checkbox"/> Home <input type="checkbox"/> Beauty, health <input type="checkbox"/> Beer, wine,spirits <input type="checkbox"/> Flowers <input type="checkbox"/> Garden <input type="checkbox"/> Sport <input type="checkbox"/> Technology <input type="checkbox"/> Gifts <input type="checkbox"/> Kids <input type="checkbox"/> Travel <input type="checkbox"/> Charity <input type="checkbox"/> Bargains, clearance items <input type="checkbox"/> Local, State, Fed Govt
Description: (65 character limit)	

**PART E: PRICING**

Pre Paid Web Payment Fees	Plan	Transaction Entitlement	Block Fee Without FraudGuard	Block Fee With FraudGuard
	Pre Paid Plan 1	3,000	\$800	\$950
	Pre Paid Plan 2	6,000	\$1,400	\$1,700
	Pre Paid Plan 3	10,000	\$2,200	\$2,700

Post Paid Web Payment Fees	Plan	Annual Fee	Monthly Fee	Transaction Fee	
				Without Fraud Guard	With Fraud Guard
				Post Paid Plan 1	\$395
Post Paid Plan 2 *	\$450	\$25	25 cents	30 cents	

\* Transaction Fee Volume Discounts apply if over 5,000 transactions are processed each calendar month

Transaction Fee Volume Discounts	Number of Transactions per month	Transaction Fee	
		Without Fraud Guard	With Fraud Guard
		5,001 to 10,000	20 cents **
Over 10,000	15 cents **	20 cents **	

\*\* Discounted Transaction Fees apply to ALL transactions processed for the calendar month

IVR Phone Payment Fees	Plan	Set Up Fee	Annual Fee	Monthly Fee	Transaction Fee
	Post Paid Plan 3	\$450	\$450	\$25	55 cents

**Optional Additional Service Fees**

1. Verified by Visa and MasterCard SecureCode: Annual Fee \$395
2. Sub Accounts: Annual Fee \$350 per Sub Account
3. Local Council Services: Annual Fee \$450 for second and subsequent services
4. Telephony: Billed at cost for IVR Phone Payments
5. Set Up Fee (Data Bridge): \$

**Other Terms**

Block Fees are charged in advance on the Execution Date and subsequently in advance at the earlier of 12 months from the Execution Date or the day on which the Transaction Entitlement is fully used. Annual Fees are charged annually in advance. Monthly Fees, Transaction Fees, Set Up Fees and Telephony are charged monthly in arrears. All Fees exclude GST. Unused Transaction Entitlements expire at the end of 12 months.

**Note**

1. Verified by Visa and MasterCard SecureCode is only available with DirectOne, SecureFrame and Direct Post products. Commonwealth and Macquarie do not accept this service.
2. FraudGuard is only available with DirectOne, SecureFrame, Direct Post, and SecureAPI (Java/XML) products.
3. CVV is not available with Commonwealth Bank.

**DEFINITIONS**

The following words have these meanings:

“Anti Fraud Checking” means a series of checks made on a Web Payment Transaction (payment only);  
 “Application Provider” means a third party who provides to and hosts on behalf of an Applicant an application that contains an Interface marked in Part A as “SDP”;  
 “Approved Application Provider” means an Application Provider who meets the security standards set out by the Bank and card scheme providers;  
 “Business Hours” means hours between 9am and 5pm Eastern Standard Time on Business Days;  
 “Bank” means in respect of Bank Direct Entry, Westpac Bank, otherwise, the Bank specified in Part 5;  
 “Credit Card Agreement” means an agreement between the Applicant and a Bank or card scheme provider (in the case of American Express, Diners Club and JCB) that provides credit card or charge card facilities authorising the Applicant to process credit card or charge card payments;  
 “Direct Entry Agreement” means an agreement between the Applicant and the Bank that provides direct entry facilities authorising the Applicant to process direct entry transactions;  
 “Execution Date” means the date specified in Part 9;  
 “Fees” means amounts billable by SecurePay to the Applicant under this Merchant Application;  
 “FraudGuard” means the service of Anti Fraud Checking;  
 “GST” means any tax payable under the ‘A New Tax System (Goods and Services Tax) Act 1999’ and any related or replacement act;  
 “Integration Guide” means the integration guide relevant to the Interface set out on the web site of SecurePay at <https://www.securepay.com.au/developers/integration-guides>, as amended from time to time;  
 “Payment Services” means Transaction processing services provided by SecurePay utilising the Payment System including the provision of access via the web to a merchant management facility and the distribution of emailed Transaction reports, as applicable;  
 “Payment System” means the software and technology system known as SecurePay, eSec or Direct One Payments Gateway enabling a payment to be made using either a phone or a web site;  
 “Term” means in respect of Post Paid Plan 2 and Post Paid Plan 3, three years, and in respect of all other plans, the earlier of the period during which the Transaction Entitlement (if any) is used and one year;  
 “Transaction” means a payment, pre-authorisation of a payment, refund or reversal attempted by the Applicant or their customer, via a credit card or charge card or via direct entry, as applicable; and  
 “Transaction Entitlement” means the number of Transactions able to be processed by the Applicant specified in Part D within the Term.

**PAYMENT SERVICES**

SecurePay agrees to provide the Payment Services to the Applicant for the purpose of processing Transactions via the Payment System.

**SECUREPAY'S OBLIGATIONS**

SecurePay will attempt to process via the Payment System Transactions made using:

1. any MasterCard Card issued by a member or affiliate of MasterCard International Inc, on which the MasterCard or MasterCard II marks appear, and any other card conforming to the Standards established by MasterCard International Inc.;
2. any Visa Card issued by a member or affiliate of Visa International on which the Visa marks appear, and any other card conforming to the Standards established by Visa International; and
3. any duly authorised American Express, Diners Club or JCB credit card which has been approved by SecurePay;
4. Direct Entry, subject to a valid Credit Card Agreement and Direct Entry Agreement, as applicable, being in place in respect of each type of Transaction to be processed.

**CONFIDENTIALITY**

SecurePay will maintain the confidentiality of each Transaction and will not collect or otherwise deal in commercially sensitive information, except to the extent necessary for the Payment Services.

**SECURITY OF CARDHOLDER DATA**

SecurePay is committed to maintaining the security of cardholder data it possesses or otherwise stores, processes, or transmits on your behalf, or to the extent that it could impact the security of your cardholder data environment.

**FEES**

The Applicant must pay to SecurePay the Fees within 30 days of invoice date. Transaction Fees without FraudGuard are charged for or deducted from the Transaction Entitlement on Transactions that are either approved or declined. Transaction Fees with FraudGuard are charged for or deducted from the

Transaction Entitlement on Transactions reviewed by Anti Fraud Checking. SecurePay is not obliged to refund any portion of the Fees in the event that this Agreement is terminated for any reason.

In the event you default in making payment and recovery action is undertaken, you will be responsible for all expenses in relation to the collection of the outstanding amount including, but not limited to, all charges and fees, legal costs on an indemnity basis, and disbursements.

**AUTHORITY**

The Applicant authorises SecurePay and the Bank (as applicable) to:

1. discuss any matter that relates to the establishment of an Internet Merchant Account, the provision of the Payment Services and the Applicant's Obligations,
2. complete and/ or correct any details in this Application, and
3. provide where necessary a copy of this Application as evidence of the granting of such authority.

**SOFTWARE (as applicable)**

SecurePay licenses to the Applicant on a non-exclusive non-transferable basis for use on the Web Site during the Term, such software as is necessary to link the Web Site to the Payment System.

**APPLICANT'S OBLIGATIONS**

Without limiting the Applicant's obligations under this Merchant Application, the Applicant will:

1. comply with all reasonable directions of SecurePay relating to the Payment Services including only implementing an Interface exactly to the specification of the relevant Integration Guide;
2. if hosting the Payment Services with an Application Provider, only do so with one that is an Approved Application Provider; and
3. comply with all technical, security and privacy standards set out by the Bank and the card scheme providers and provide evidence of compliance to SecurePay upon request.

**WITHDRAWAL OF PAYMENT SERVICES**

SecurePay reserves the right to immediately, and with notice as soon as practicable thereafter to the Applicant, withdraw or temporarily suspend, the Payment Services, or any part thereof, in the event that:

1. the Applicant ceases to be a party to a binding Credit Card Agreement or Direct Entry Agreement;
2. the Applicant fails to comply with its obligations in relation to this Application;
3. if advised to do so by any Bank, Visa, MasterCard, Diners, Amex or JCB;
4. if fraud or the inability of the Applicant to meet charge backs is suspected;
5. if the Applicant is suspected of not meeting security standards set out by the Bank or card scheme providers;
6. this Merchant Application is terminated for any reason; or
7. a service upon which the Payment System relies is unavailable.

**LIABILITY**

To the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements and representations relating in any way to the services provided under this Merchant Application are excluded. Without limiting this, SecurePay will not be liable for any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of any services provided under this Merchant Application, except to the extent the loss or damage was incurred as a direct result of SecurePay's fraud or wilful misconduct.

**GST**

Where SecurePay is entitled to any payment under this Merchant Application, SecurePay will also be entitled to recover the amount of the GST on any supply (within the meaning of the GST Legislation).

**PRIVACY LEGISLATION**

SecurePay undertakes to comply with the Privacy Act 1988 and the Australian Privacy Principles in respect of the collection, storage and handling of personal information.

**CONDITIONS PRECEDENT**

This Merchant Application is conditional upon the Applicant being granted a Credit Card Agreement and Direct Entry Agreement, as applicable, and SecurePay's acceptance of this Merchant Application by a duly authorised representative.

**TERM**

Payment Services will be provided for the Term commencing on the Execution Date and for additional Terms if not otherwise terminated in writing by either party 14 days after the end of the concluding Term.

**GOVERNING LAW**

This Application is governed by the laws of the State of Victoria, Australia.

**COMMISSION**

SecurePay may pay commission to any person who introduces the Applicant to SecurePay.

**PART F: OPTIONAL SERVICES (refer Part E for Pricing)**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Verified by Visa and MasterCard SecureCode (Refer Note 1 in Part E) | <input type="checkbox"/> FraudGuard (Refer Note 2 in Part E) | <input type="checkbox"/> Local Council Services (Complete Part I)  |
|  | <input type="checkbox"/> Sub Accounts (Complete Part G)      | <input type="checkbox"/> CVV free service (Refer Note 6 in Part E) |

If Sub Accounts are required, please list their specific details below:-

Sub Account	Name by which Sub Account is to be known	Internet Merchant ID:	Internet Terminal ID:	Operational Contact details:
1				Name:
				Email:
				Phone: <input type="text"/>
2				Name:
				Email:
				Phone: <input type="text"/>
3				Name:
				Email:
				Phone: <input type="text"/>
4				Name:
				Email:
				Phone: <input type="text"/>

Additional list attached if insufficient space provided

**PART H: BANK DIRECT ENTRY**

Please list Direct Debit User ID received from Bank:

**PART I: LOCAL COUNCIL SERVICES (refer Note 5 in Part E)**

Indicate the specific payment types required: -

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Property & Rates    | <input type="checkbox"/> Parking Infringements | <input type="checkbox"/> Animal Registrations |
| <input type="checkbox"/> Accounts Receivable | <input type="checkbox"/> General Infringements | <input type="checkbox"/> Animal Infringements |
| <input type="checkbox"/> Waste Management    | <input type="checkbox"/>                       | <input type="checkbox"/>                      |

**PART J: OTHER CONDITIONS**



## Account Payment Request

### Instructions for completing this form

Complete Part 1 and Part 2 .  
Please return to  
PO Box 190, Flinders Lane,  
Melbourne, Vic, 8009 or fax to  
(03) 9629 5550.

## PH 1300 786 756

SecurePay Pty Limited  
ABN 92 088 101 875

### PART 1: MERCHANT DETAILS

Account Name (Your existing or preferred SecurePay Account Name):

SecurePay Merchant ID (if known):

### PART 2: DIRECT DEBIT REQUEST

To: SecurePay Pty Ltd (User ID 056033)

I/we request that moneys due in terms of the payment arrangements contained in the Application made between SecurePay and the Merchant be drawn under the Direct Debiting system from my/our account conducted with:

Name of Financial Institution and Branch:

Bank Account Name:

BSB:

Account Number:

I/we acknowledge that this Direct Debiting arrangement is governed by the terms of the Direct Debit Service Agreement received from SecurePay.

Authorised signature:

Date:

### DIRECT DEBIT SERVICE AGREEMENT

#### SECUREPAY'S COMMITMENT TO MERCHANT

##### Drawing arrangements

SecurePay will advise Merchant, in writing, the fees to be rendered under the Agreement at least 7 calendar days prior to the first drawing. Where the due date falls on a non-business day, SecurePay will draw the amount on the next business day.

SecurePay will not change the amount or frequency of drawing arrangements without Merchant's prior approval.

SecurePay reserves the right to cancel this Direct Debit arrangement if three or more drawings are returned unpaid by Merchant's nominated Financial Institution and SecurePay will arrange with Merchant an alternative payment method.

SecurePay will keep all information pertaining to Merchant's nominated account at Merchant's Financial Institution, private & confidential.

##### Merchant's rights

Merchant may terminate this Direct Debit arrangement at any time by giving written notice to SecurePay. SecurePay must receive such notice at least 5 business days prior to the due date.

Merchant may stop payment of a drawing under this Direct Debit arrangement by giving written notice to SecurePay. SecurePay must receive such notice at least 7 days prior to the due date.

Merchant may request change to the drawing amount and/or frequency of this Direct Debit arrangement by contacting SecurePay and advising Merchant's requirements no less than 5 business days prior to the due date.

Where Merchant considers that a drawing has been initiated incorrectly outside of these arrangements Merchant should take the matter up directly with SecurePay.

#### MERCHANT'S COMMITMENT TO SECUREPAY

##### Merchant's responsibilities

It is Merchant's responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date. It is Merchant's responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based. It is Merchant's responsibility to advise SecurePay if the account nominated by Merchant under this Direct Debit arrangement is transferred or closed.

It is Merchant's responsibility to arrange with SecurePay a suitable alternative payment method if the Direct Debit Arrangements are cancelled either by Merchant or the nominated Financial Institution.