SmartCard.

SMARTCARD ENHANCED INCOME MANAGEMENT PROGRAM

Mixed Merchant Application

To be eligible to be a participating merchant in the SmartCard enhanced Income Management program, a merchant must not sell Excluded Goods or have the ability to prevent the sale of Excluded Goods and Services.

Please email the completed Application Form to BUSINESS.ENGAGEMENT.ASSURANCE@servicesaustralia.gov.au. Please note that only fully completed Application Forms will be accepted.

Note: Receipt of an Application Form does not constitute acceptance of your participation as a merchant in the SmartCard program.

This Application will be reviewed by Indue (the Card Issuer) and Services Australia and a response provided within 21 days.

MERCHANT DETAILS

1. Full Name of Legal Entity: _____
2. Trading Name: _____
3. ABN: _____
4. Ownership Structure: ☐ Company ☐ Partnership ☐ Trust ☐ Sole merchant
5. Name/s of Trustee or Partners: _____
6. Part of Group/Chain? ☐ Y ☐ N If Yes – Legal name: _____
7. Business physical address (if an eCommerce business provide registered address)

   Street address: _____

   Suburb/town/city: _____ State: _____ Postcode: _____
8. Postal address: _____
9. Website address (if applicable): _____
10. Business contact details

    Phone number: _____ Mobile number: _____

    Fax number: _____ Email address: _____

BUSINESS DETAILS

11. Does the business have a physical street presence (Bricks & Mortar) or is it online, Telephone or Mail Order business only?

    Please specify: _____
12. Please advise if you are applying to accept the SmartCard both instore and through your online store (if applicable).

13. Onsite Contact Details

    Contact name: _____

    Phone number: _____ Mobile number: _____

    Email address: _____
14. Does your business use POS terminal facilities for processing payment transactions? ☐ Yes ☐ No
15. How many POS terminal devices are operating within the business to process card payments? _____

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16. Name of Acquirer?

☐ CBA ☐ Westpac ☐ NAB ☐ ANZ ☐ Bank of SA

☐ Other (please specify): _____

17. Please provide your business's registered Merchant Category Code with your Acquirer: _____

18. Please specify the main activity (products/services sold) of your business: _____

19. Does your business stock or provide any of the goods and services listed below?
(if yes, tick all that apply)

Alcohol	☐ Yes	☐ No
Gambling products & services as defined by the Interactive *Gambling Act 2001*	☐ Yes	☐ No
Pornography	☐ Yes	☐ No
Tobacco	☐ Yes	☐ No
Visa/MasterCard/EFTPOS gift/reloadable physical/virtual Cards which may provide access to cash, alcohol and/or gambling products.	☐ Yes	☐ No

20. If yes to question 19, please provide detail of how you intend to prevent the sale of excluded goods and services to SmartCard cardholders:

_____

21. Does your business currently accept Visa Cards as a method of payment? ☐ Yes ☐ No

22. Does your business apply surcharges for purchases using a Visa Card? ☐ Yes ☐ No

If yes, please specify the details: _____

OTHER INFORMATION:

23. Has the applicant, its directors, owners, agents or staff had any adverse findings made against them by the ACCC, Courts or other regulatory bodies, or are they subject to any unresolved complaints or investigations? ☐ Yes ☐ No

If yes, please provide the information:

TERMINAL IDENTIFICATION TABLE

Please list all terminal and retailer identification numbers in each store and identify whether or not those terminals are to be blocked.

Location of eftpos terminal	Eftpos terminal ID#	Merchant ID#	Will this terminal accept SmartCard Transactions? Y/N	Terminal to be blocked? Y/N
eg. Bar	*12345678*		*N*	*Y*
eg. Bistro	*87654321*		*Y*	

You must notify Services Australia at BUSINESS.ENGAGEMENT.ASSURANCE@servicesaustralia.gov.au if there are any changes to the terminal identification number.

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Execution

The signatory represents and warrants that he/she is authorised to sign this Application and accepts the merchant Terms and Conditions on behalf of the Merchant:

Signed:

Name of Signatory:

Capacity: ☐ Director ☐ Sole Merchant ☐ Partner/s ☐ Trustee

Merchant Name*

(full legal name of the legal entity that owns business):

Merchant ID: **Date**:

enhanced Income Management

Mixed Merchant Terms and Conditions

CONTENTS

1. ABOUT THESE TERMS AND CONDITIONS 2

2. YOUR OBLIGATIONS 2

2.1 General obligations 2

2.2 Measures to ensure compliance 2

2.3 Dedicated Terminal for Eligible Goods 2

3. NOTIFICATION EVENTS 2

3.1 Events requiring immediate notification 2

3.2 Other notification events 2

4. AUDIT AND COMPLIANCE REVIEW 3

4.1 Audit and review rights 3

4.2 Access 3

4.3 Provision of Information 3

4.4 Audit and review costs 3

5. BREACH 3

6. SUSPENSION 3

7. TERMINATION 3

7.1 Termination by Indue 3

7.2 Termination by You 3

7.3 Automatic termination 3

7.4 Consequences of termination 3

7.5 Survival 3

8. LIABILITY, COSTS AND CHARGES 3

8.1 Indue not liable 3

9. VARIATION 3

9.1 Right to Vary these Terms and Conditions 3

10. PRIVACY 4

11. MERCHANT DATA 4

12. DEFINITIONS 4

SCHEDULE 1 – SAMPLE IMAGES OF THE SMARTCARD 5

1. ABOUT THESE TERMS AND CONDITIONS

These Terms and Conditions set out the basis on which You (the **Merchant**) agree with Indue to participate in the enhanced Income Management program. These are in addition to any terms and conditions you may have with your Acquiring Institution.

2. YOUR OBLIGATIONS

2.1 General obligations

You must:

(a) not sell any Restricted goods to an enhanced Income Management program 'SmartCard' Cardholder;

Restricted Goods are:

- alcohol;
- gambling products;
- tobacco products;
- pornography products;
- prepaid and gift cards (cash-like items) that enable Cardholders to access cash, alcohol, tobacco, pornography or gambling products; and
- any other products advised by Indue to the Merchant from time to time

(b) not enable a Cardholder to obtain any cash, whether as a "cash out" transaction, a refund transaction (including a refund or any payment arising from the cancellation of a lay-by) or otherwise;

(c) notify Indue of changes to any Terminal and/or Retailer identification numbers;

(d) not accept a SmartCard for payment if Your Terminal or Payment System is not online or is not functioning normally;

(e) not accept a SmartCard for the repayment of any debt (or part thereof) owed to you or accept a SmartCard as security or collateral for any credit or loan provided by you;

(f) process all payments made using a SmartCard electronically through your Terminals and not use a handwritten voucher or an imprint machine (also known as a "click-clack" machine);

(g) ensure that instructions and information entered into the Payment System are correct and reflect the underlying SmartCard Transaction;

(h) subject to the other terms and conditions in this document, not discriminate against a Cardholder or impose any additional fees or minimum spend restrictions on the basis they have presented a SmartCard for payment of goods or services; and

(i) if requested by Indue, keep itemised receipts of each SmartCard Transaction filed in an ordered and auditable filing system from the date You receive such a request from Indue.

2.2 Measures to ensure compliance

You must take all reasonable steps to implement systems and processes to meet your obligations under these Terms and Conditions. You must ensure that your staff understand how to process a SmartCard Transaction in compliance with these Terms and Conditions (for example understanding that a Restricted Good can't be sold to a Cardholder and that a Cardholder can't obtain Cash when using the SmartCard).

2.3 Dedicated Terminal for Eligible Goods

In addition to Your obligations in clause 2.1 and 2.2 above, at each Store you must:

(a) have at least one (1) Terminal that is dedicated to selling Eligible Goods (Eligible Goods Terminal) and that cannot be used by any cardholder (whether a participant in the enhanced Income Management program or otherwise) to purchase a Restricted Good; and

(b) display above or in immediate proximity to each Eligible Goods Terminal a sign that clearly states that the Terminal cannot be used to purchase alcohol, tobacco, pornography, gambling products, or gift or prepaid cards (to the extent You sell any of these products at the Store).

You must complete the Terminal Identification Table within this agreement, providing Indue with a list of all Terminal and Retailer identification numbers in each Store and identify which of those Terminals are Eligible Goods Terminals. You acknowledge that Indue may on the instruction of Services Australia block any Terminal in the Store that isn't an Eligible Goods Terminal from accepting SmartCard transactions.

3. NOTIFICATION EVENTS

3.1 Events requiring immediate notification

You must notify Services Australia immediately by calling 1800 670 123 or emailing us at BUSINESS.ENGAGEMENT.ASSURANCE@servicesaustralia.gov.au if you suspect or become aware that a SmartCard has been used, or attempted to be used in a fraudulent manner or contrary to these Terms and Conditions.

3.2 Other notification events

You must notify Services Australia by calling 1800 670 123 or emailing BUSINESS.ENGAGEMENT.ASSURANCE@servicesaustralia.gov.au promptly (and in any event within 1 Business Day) after the occurrence of any of the following:

(a) you change Acquiring Institution from the Acquiring Institution nominated in the Merchant Application;

(b) if any of the information contained in the Merchant Application Form or the Merchant Agreement becomes incorrect or misleading in any respect; or

(c) you sell or otherwise dispose of Your business or one or more Stores.

4. AUDIT AND COMPLIANCE REVIEW

4.1 Audit and review rights

You acknowledge and agree that Indue or its nominee (which may include the Australian National Audit Office or Services Australia) may conduct audits and reviews of your compliance with your obligations under these Terms and Conditions. These reviews may be by way of random compliance testing at any Store and may or may not be disclosed or brought to Your attention.

4.2 Access

You acknowledge and agree that Indue or its nominee may, at reasonable times and on giving reasonable notice to You:

(a) inspect and copy documentation, books and records, however stored, relating to SmartCard Transactions or your performance of these Terms and Conditions; or

(b) require assistance in respect of any inquiry into or concerning these Terms and Conditions or the enhanced Income Management Program.

You must provide access to your records (including providing use of any device necessary for access), to the extent necessary for Indue to exercise its rights under this clause.

4.3 Provision of Information

Indue or its nominee (which may include the Australian National Audit Office or Services Australia) may contact You (which may be by phone or in writing, including by email) as part of compliance review and testing processes and request that you provide copies of sales dockets for transactions. You must provide the requested information within a period specified in the request. Without limiting any of Indue's other rights or remedies, failure to provide the requested information within the specified timeframe may result in Indue revoking Your Approval to accept payments from SmartCards.

4.4 Audit and review costs

Each party must bear its own costs of any audits or compliance reviews.

5. BREACH

If You breach any provision of these Terms and Conditions, without limiting any of Indue's rights or remedies, Indue or its nominee (which may include Services Australia) may issue a notice (Warning Notice) to you detailing the nature of the breach and requiring you to remedy the breach within a period specified in the notice (the Remedy Period) after receipt of the notice. Indue or Services Australia may also provide You with additional training on their obligations under these Terms and Conditions.

You must remedy any breach notified in a Warning Notice to the satisfaction of Indue (or its nominee) within the applicable Remedy Period.

6. SUSPENSION

In the event that you enter into an agreement with Services Australia in relation to participation in a product level blocking (PLB) trial, these Terms and Conditions will automatically be suspended for the duration of Your participation in the PLB trial.

7. TERMINATION

7.1 Termination by Indue

Subject to Clause 5, Indue may by written notice terminate or impose conditions on your participation as a Merchant in the enhanced Income Management Program for a breach of these Terms and Conditions, to protect Indue's legitimate business interests or manage significant risks, or it required to do so by Services Australia.

7.2 Termination by You

You may terminate your participation as a Merchant in the enhanced Income Management Program by giving notice in writing to BUSINESS.ENGAGEMENT.ASSURANCE@servicesaustralia.gov.au.

7.3 Automatic termination

These Terms and Conditions automatically terminate with immediate effect upon the earlier of you ceasing to be Approved as a Merchant for the purposes of the enhanced Income Management Program or you terminate the Merchant Agreement.

7.4 Consequences of termination

Upon termination of these Terms and Conditions you must not accept the SmartCard for the purchase of restricted goods and Services Australia may request that Indue block your business entirely or at the terminal level.

7.5 Survival

Clauses 7.4, 8, 10 and 11 survive termination of these Terms and Conditions.

8. LIABILITY, COSTS AND CHARGES

8.1 Indue not liable

Indue will not be liable for any loss incurred by the Merchant, however caused, arising directly or indirectly as a result of:

(a) Your participation in the SmartCard eIM program as a Merchant;

(b) Your inability to complete a sale or refund transaction using a SmartCard;

(c) Indue terminating these Terms and Conditions and you ceasing to be Approved as a Merchant;

(d) Indue disclosing information to the Commonwealth in accordance with clause 11 of these Terms and Conditions.

9. VARIATION

9.1 Right to Vary these Terms and Conditions

Indue may, by giving notice to you, vary these Terms and Conditions at any time without your Consent.

Any variation to these Terms and Conditions will take effect 20 days after the date of the notice (or any other later date specified in the notice), unless Indue or Services Australia, acting reasonably, considers that the variation is required to protect the integrity of the enhanced Income Management program or the security of the practices and processes that underpin the enhanced Income Management program in which case it may become effective immediately.

If you no longer wish to participate in the enhanced Income Management program as a result of any changes Indue makes to the Terms and Conditions you may notify us in accordance with clause 7.2.

10. PRIVACY

In connection with the use of a SmartCard, You must:

(a) only collect or retain personal information if required to do so by these Terms and Conditions or by law,

(b) only disclose personal information collected or retained in accordance with paragraph (a) if the disclosure is required by these Terms and Conditions, by law, or consented to by the individual to whom the personal information relates; and

(c) in relation to any personal information collected or retained in accordance with paragraph (a), ensure that it does not do an act, or engage in a practice, that would be a breach of an Australian Privacy Principle if done by Indue.

In this clause 10, the terms "personal information" and "Australian Privacy Principles" have the same meaning as they have in the Privacy Act 1988.

11. MERCHANT DATA

(a) Indue may disclose to the Commonwealth (including any Commonwealth department) any information in any form:

  (i) about you;

  (ii) collected from you;

  (iii) derived from Your participation in the enhanced Income Management program (which may include details of SmartCard Transactions) ("Merchant Information").

(b) You acknowledge that the Commonwealth may use the Merchant Information that Indue discloses to it for any purposes it deems necessary.

12. DEFINITIONS

In these Terms and Conditions, unless the contrary intention appears, words and expressions have the following meanings:

Acquiring Institution means the institution processing electronic payments on Your behalf.

Approval means an approval granted by Indue for You to participate in the enhanced Income Management program, and Approve and Approved have corresponding meanings.

Cardholder means a person who presents a SmartCard for payment.

Card Information means information that is attached or associated with a SmartCard including card number, card expiry date, CVV2, and Cardholder's personal details).

enhanced Income Management program means the cashless welfare arrangements established by the **Australian Government** for the provision, use and operation of SmartCards issued by Indue to enable Cardholders to undertake SmartCard Transactions.

Eligible Goods means any goods or products that are not a Restricted Good;

Indue means Indue Limited ABN 97 087 822 464, having its head office at Level 3, 601 Coronation Drive, Toowong, Queensland.

Merchant means the entity or entities that have been Approved as a mixed merchant to participate in the enhanced Income Management program.

Mixed Merchant Application Form means the enhanced Income Management program Merchant Application Form signed by, or on behalf of, the Merchant seeking Indue's approval for the Merchant to participate in the enhanced Income Management Program.

Payment System means the funds transfer system through which a Cardholder's enhanced Income Management Account is:

(a) debited in relation to sale transactions for goods and services supplied by You to the Cardholder; or

(b) credited for any refund transactions in relation to goods and services previously supplied by You to the Cardholder.

PIN means a Cardholder's personal identification number that is associated with his/her SmartCard.

Program End Date means the date that the enhanced Income Management program comes to an end in the area where You are located or any other date advised by Indue to You in writing.

Restricted goods or items means excluded goods and services as defined in Section 123TI of the Social Security Administration Act 1999 (Cth):

  (a) alcohol;

  (b) gambling products;

  (c) tobacco products;

  (d) pornography products;

  (e) prepaid and gift cards that enable Cardholders to access cash, alcohol or gambling products; and

  (f) any other products advised by Indue to the Merchant from time to time.

Services Australia means the Commonwealth of Australia as represented by Services Australia.

SmartCard means a Visa debit card issued to a Cardholder by Indue for the purposes of the enhanced Income Management program (as per the image in Exhibit 1) and where the context permits includes Card Information.

SmartCard Account means the bank account to which the cardholder's SmartCard is connected.

SmartCard transaction means any transaction using a SmartCard and includes any purchase, reversal or refund.

Store means any outlet operated by You at which one or more Merchant Terminals have been activated to accept and process SmartCard Transactions.

Terminal means any electronic point of sale terminal operated by You at any Store.

Terms and Conditions means the terms and conditions set out in this document.

You or **you** means the entity identified on the execution page of these Terms and Conditions and your has a corresponding meaning.

SCHEDULE 1 – SAMPLE IMAGES OF THE SMARTCARD





The enhanced Income Management Account and SmartCard are issued by Indue Limited
ABN 97 087 822 464; AFSL 320204
ABN 690 7913 7518
Effective as at 5 December 2023