

COMMBANK SIMPLIFY

CommBank Simplify is a multi-channel payment platform designed to provide businesses with a simple, single, secure platform, delivering features to initiate and manage payments as well as value added services to help merchants manage their businesses. As a CommBank Simplify merchant, you will also have the opportunity to integrate with MasterPass, Mastercard's digital acceptance network that allows consumers with MasterPass-connected digital wallets to checkout wherever MasterPass is accepted.

By accepting these CommBank Simplify Terms of Use, you are entering into a legally binding contract the terms of which are made up of: (a) these Terms of Use (**TOU**); and (b) your Merchant Agreement. In the event of any inconsistency between your Merchant Agreement and these TOU, your Merchant Agreement will prevail.

1. **CommBank Simplify and Payment Processing.** CommBank Simplify provides a technical interface, which includes application programming interfaces (**APIs**), a website, and an account management dashboard (**Simplify Dashboard**), between your online store and the Bank's payment processing system. The Simplify Dashboard currently provides you with access to the following features:
 - a. **Customer Details.** Store customer details, including card details, in order to provide card-on-file functionality
 - b. **Virtual Terminal.** Accept a card payment from a device wherever there is internet access
 - c. **Digital Storefront.** Set up and customise a digital storefront on the Internet, to make your goods and services available to customers
 - d. **Plans.** Produce plans that facilitate the processing of payments from customers on a recurring basis
 - e. **Invoices.** Generate and deliver invoices and receipts to customers via email
 - f. **Payment Buttons.** Create and customise payment buttons for your products and services and share them through social media or add them to a website. Your customers pay via a hosted checkout page.
2. **Features**
 - a. **Simplify Dashboard Transaction History, Reconciliations, and Errors.** Information regarding your card payment transactions (**Transaction History**) will be available on your Simplify Dashboard when you login to your account (**Simplify Account**). After each payout of settlement funds to your account, we will update information in your Simplify Account to reflect settlement and you can view this information in your Transaction History on your Simplify Dashboard.
 - b. **Payout Schedule.** Payout schedule refers to the time it takes for the Bank to initiate a transfer of settlement funds to your account.

- c. **MasterPass.** MasterPass enables you to offer customers the ability to pay with their MasterCard using an online secure wallet. If MasterPass is enabled on your Simplify Facility, you must comply with the [MasterPass Operating Rules](https://www.masterpass.com/operating-rules) which are available at [MasterPass.com](https://www.masterpass.com). You should check this website regularly for updates to the documents. MasterPass will send its payment and, if necessary, shipping information to you via CommBank Simplify. CommBank Simplify will continue to tokenise credit and debit card information to you.

3. **CommBank Simplify SMS Text and Email Alerts.**

- a. **SMS Text and Email Alerts.** CommBank Simplify provides you the ability to elect to receive notices or alerts by email or SMS (**Alerts Service**). You will need to provide us with your mobile phone number, email address, mobile phone service provider, email service provider and such other information that may be required to operate the Alerts Service. You are responsible for any charges of your mobile or email service provider.
- b. **Your Security Obligations and Acknowledgements.** You agree that:
 - (i) each alert or notice may be sent to you without being encrypted and may include personal or confidential information; and
 - (ii) the Alerts Service is subject to transmission limits and service interruptions. We will not be liable to you for any delay.

4. Registration. You must apply to the Bank to create a Simplify Account. If you wish to integrate CommBank Simplify into your online store (**Integration**), your developer will need to create a developer account with the Bank and agree to the Simplify Commerce Developer Terms of Use (**Developer Terms**). If the Bank accepts your request to create a Simplify Account, the Bank will issue you one or more unique security certificates, tokens, passwords, and other credentials (collectively, **Credentials**), for authentication, account management, and other purposes.

5. Protecting Your Account Information. You are responsible for keeping your Simplify Account password and your Credentials confidential and for all activities that occur through your Simplify Account or through the use of your Credentials, including the activities of others and regardless of whether such activities are authorised. You agree to immediately notify the Bank of any breach or unauthorised use of your Simplify Account or Credentials.

6. Grant of Licence. Subject to your full compliance with the terms and conditions of these Merchant TOU, the Bank grants you a limited, nonexclusive, as-is, revocable, nontransferable license, non-sublicensable, licence to use CommBank Simplify solely for the purpose of accepting credit and debit card payments online. The foregoing license and your use of the CommBank Simplify is also subject to any and all instructions and documentation the Bank may, from time-to-time provide in connection with CommBank Simplify. You may not use CommBank Simplify for any other purpose and may not, or allow any other party to:

- a. reverse engineer, disassemble, reconstruct, or decompile any object code relating to CommBank Simplify (except to the extent you are expressly permitted by law to do so) and except to the extent that applicable laws prevent the Bank restraining you from doing so;

- b. gain access to or use of the Bank's services or systems, other than CommBank Simplify as permitted hereunder, or damage, disrupt, or impede the operation of the Bank's services or systems;
- c. engage in fraudulent or illegal conduct of any kind that is related in any way to CommBank Simplify;
- d. restrict, inhibit, or engage in any activity that prevents any other merchant from using CommBank Simplify;
- e. request, collect, solicit, or otherwise obtain access to Credentials or open a Simplify Account by automated means or under false or fraudulent pretenses;
- f. sell, transfer, sublicense, or otherwise disclose your Credentials;
- g. circumvent or modify any Credentials or other security mechanism used by the Bank;
- h. use your Credentials or CommBank Simplify for purposes other than accepting and processing credit and debit card payments online;
- i. use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," to access CommBank Simplify in a manner that sends more request messages to the Bank's servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser;
- j. rent, lease, loan, trade, sell/re-sell, or otherwise charge any party for access to CommBank Simplify; or
- k. transmit any viruses, worms, defects, Trojan horses, or any programming of a destructive nature.

6A. Use of Images. In the course of your use of CommBank Simplify, there will be certain images made available for use by you (**Gallery Images**). As part of the use of the Gallery Images, you shall comply, and shall ensure that any third party you allow access to your Credentials on CommBank Simplify complies, with the following terms:

- a. The Gallery Images shall not be used:
 - i. Except solely as incorporated into the digital products created and distributed using CommBank Simplify.
 - ii. together with pornographic, defamatory, or unlawful content or in such a manner that it infringes upon any third party's trademark or intellectual property rights.
 - iii. portraying any person depicted therein (a **Model**) in a way that a reasonable person would find offensive, including but not limited to depicting a Model: a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like; b) in connection with the advertisement or promotion of tobacco products; c) as endorsing a political party, candidate, elected

official, or opinion; d) as suffering from, or medicating for, a physical or mental ailment; or e) engaging in immoral or criminal activities.

iv. as or as part of a trademark, service mark, or logo.

7. Customer Support. In addition to customer support provided by your applicable independent third party processor, or any other service provider, the Bank will provide you with support via email to resolve any issues relating to your use of CommBank Simplify.

8. Modifications and Upgrades to CommBank Simplify. CommBank Simplify may be unavailable from time to time, including where the Bank makes system upgrades, updates or enhancements. We will not be able to notify you in advance of all periods of unavailability or scheduled change however, where the change is material, we will use reasonable endeavours to notify you in advance. The Bank may discontinue, modify, or change CommBank Simplify, or the Bank's service and systems at any time. Such changes may require you to update your online store at your own cost so that it remains compatible with, and interfaces accurately with, CommBank Simplify. The Bank will have no liability or obligation to you with regard to any modifications or changes it makes to CommBank Simplify, the Bank's services or systems, the unavailability of CommBank Simplify, or any delay in payment. If you do not accept a change you may terminate your merchant facility by giving us 30 days written notice (such notice must be given within 14 days of you being notified of the change).

9. Third Party Sites. CommBank Simplify may contain third party content and links to third party sites that are completely independent of CommBank Simplify and not owned or controlled by the Bank (**Third Party Sites**). Links to Third Party Sites are included solely for the convenience of users and do not constitute any approval, endorsement, or warranty by the Bank. Moreover, the Bank is not responsible for the content, security, operation, or use of any Third Party Sites or the products or services that may be offered or obtained through them or for the accuracy, completeness, or reliability of any information obtained from a Third Party Site.

10. Personal Data and Data Security.

a. **The Bank's Obligations.** In order to provide the CommBank Simplify service, the Bank is required to process information on your behalf, relating to identified individuals who make a payment through CommBank Simplify, or whose details you otherwise cause to be stored in the CommBank Simplify systems (including but not limited to name, postal address, email address, telephone number, credit and debit card numbers and bank account numbers, or any other unique identifier specific to an individual that may be collected, stored or transferred in anticipation of, in connection with or incidental to making payments) (**Personal Data**).

b. **Your Obligations.**

(1) You shall be solely responsible for the security of your online store, including all content contained in your online store and all Personal Data you collect from your customers. You shall comply with all applicable Privacy and Information Security Requirements. For the purposes of these TOU, "Privacy and Information Security Requirements" means: (i) all applicable laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective

relating in any way to the privacy, confidentiality, or security of Personal Data, including, without limitation, to the extent applicable, the Privacy Act 1988; laws regulating unsolicited email communications; laws regarding the use of cookies, web beacons, and similar technologies; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Data; and all other similar laws, rules, regulations, directives, and governmental requirements; and (ii) your own published policies relating to the collection, usage, sharing, and security of Personal Data.

- (2) You are solely responsible for notifying your customers that the Bank is providing CommBank Simplify to you and that the Bank is collecting Personal Data from your customers on your behalf in connection with such services. You represent and warrant to the Bank that you will provide your customers with any and all notices, and will obtain from your customers all necessary rights and consents, under applicable law and the Privacy and Information Security Requirements, to allow the Bank to use and disclose all Personal Data collected, stored or processed by CommBank Simplify through your online store (the “Required Notices and Consents”). The Required Notices and Consents include, but are not limited to, providing notice and procuring consent to the use of customer Personal Data for the following purposes:
- i. Collecting, storing, and tokenising payment card (credit, debit and/or prepaid cards) information;
 - ii. Delivering Personal Data, including payment card information, to the Bank to facilitate the Bank’s Services;
 - iii. Collecting and storing Personal Data to create customer accounts in the Simplify Dashboard to facilitate the following services:
 1. Customer Details. Storing of customer details, including card details, in order to provide card-on-file functionality;
 2. Plans. The processing of payments from customers by the Bank on a recurring basis;
 3. Invoices. The generation and delivery of invoices and receipts to customers via email;
 4. Coupons. Providing coupons to customers that allow them to avail of discounts; and
 5. Store Analysis. The analysis of data in relation to customer shopping habits in your online store;

- iv. Assisting you and the Bank in the provision of products or services that are requested by a customer;
- v. Transferring or disclosing Personal Data outside of Australia for the purposes of providing the CommBank Simplify service;
- vi. For the purposes of allowing the Bank to include the Personal Data in anonymised form in aggregated databases that can be used to generate reports, statistics or other analysis for use in improving the CommBank Simplify services or promoting the CommBank Simplify service to third parties; and
- vii. For any additional use of Personal Data necessary to implement new features of CommBank Simplify provided that such use complies with Australian privacy law.

You represent and warrant that you will not use the Personal Data that is collected by the Bank on your behalf, or which is made available to you via the Simplify Dashboard, otherwise than in accordance with the Required Consents and Notices.

- c. **Data Usage.** You may not retain, track, monitor, store, or otherwise use Personal Data regarding customers making payments or receiving invoices and/or receipts through CommBank Simplify for any purpose other than to process the payment transaction, fulfill orders, send the invoice and/or receipt, and collect consents to future direct marketing. If you engage a developer and/or administrator to implement or manage your participation in CommBank Simplify, you represent and warrant that they will not access or use the Personal Data for any other purposes other than as contemplated in these TOU.

11. Ownership and Rights in Bank Material. The Bank retains all right, title, and interest, including all intellectual property rights, in: (i) CommBank Simplify; (ii) the Bank's systems and services; (iii) all names, trade names, trademarks, service marks, slogans, logos, domain names, or other indicia of the Bank, including without limitation "CommBank Simplify" (**Bank Material**). You agree that we and/or our licensors retain all intellectual property rights of the Bank Material and you must not use the Bank Material in any manner that would infringe, violate, dilute or misappropriate any such rights. On termination of this agreement, your right to use the Bank Material ceases.

12. Your Warranties. You represent and warrant to the Bank that: (a) the information you provide to the Bank in connection with your creation of a Simplify Account and use of CommBank Simplify is true and correct; (b) you will comply with these TOU, the Developer Terms, the MasterPass Operating Rules (if applicable), and all applicable laws, rules, regulations, directives, and governmental requirements; (c) you are at least eighteen (18) years of age; (d) you are eligible to register and use CommBank Simplify and have the right, power, and ability to enter into and perform under these TOU, or where you are doing so on behalf of a company or another legal entity, you have authority to bind that legal entity; and (f) the name under which you have opened your Simplify Account is the name under which you sell products and services.

13. General. CommBank Simplify is only available to individuals and businesses located in Australia. If any part of these TOU is found to be void or unenforceable for any reason, the rest of these TOU will continue to apply.