Notice to Suncorp Bank Customers

Important changes to the Suncorp Virtual POS Terms and Conditions for a Suncorp Virtual POS Merchant Facility effective 1 March 2016.

The following clauses within will be updated as follows:-

Insert the following definitions into Clause 2:

"Interchange Fee" means the fee charged by the Card Scheme to the bank for processing a certain Card type. These fees are the same for all Financial Institutions.

"Suncorp Service Fee" means the fee Suncorp charge on top of the Interchange Rate Fee charged by the Card Schemes

Updated wording to the following bullet point in Clause 3.1:

- be bound by the Terms and Conditions of your Suncorp Virtual POS Contract, and that these Terms and Conditions also apply upon expiry of your minimum term contract;

Updated wording to the following bullet point in Clause 7.1:

- upon written notification from Suncorp, supply us with full details of your Web Hosting providers, Shopping Cart Vendor System, SSL provider and expiration date of SSL certificate. You must also disclose details of all service providers you engage with to enable the acceptance of Credit Card payments and their compliance with PCI DSS;
- process all reversal or adjustment Transactions within thirty (30) calendar days of the original Transaction if the original Transaction was in error;

The last paragraph in Clause 7.4 is amended to read:

- Your acceptance of these Terms & Conditions irrevocably confers upon Suncorp the enduring right to contact any Service Providers that enable you to acquire Credit Card transactions. This clause is limited to the purpose of determining the extent of a Data Breach, assessing remedies for that Data Breach and assessing your level of compliance with PCIDSS.

The first paragraph in Clause 14 is amended to read:

- For all Transactions, you must keep records for 13 months after the Transaction date in a secure location. In addition, you must keep any evidence of the Cardholder's request to order the goods or services and instructions to process the Transaction for at least 13 months (e.g. order form, fax advice etc.):

New bullet points in Clause 16.1.2:

- you have not processed transactions for a period of one month or longer and we cannot contact you, we will close your facility and terminate your merchant contract;
- if you or anyone associated with the merchant facility is operating as a money remitter.

Removal of bullet point in Clause 16.1.2:

- there are no Transactions processed using your Suncorp Virtual POS Merchant Facility for a period of three months; or

New bullet point in Clause 16.1.6:

- If your settlement account was opened at the same time as your Virtual POS facility and the Virtual POS facility is declined, we will close the settlement account.

Customers can obtain an amended copy of the Terms and conditions at any Suncorp branch, online at www.suncorpbank.com.au/merchants or by contacting us on 13 11 75.

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