

# Important Notice to Commonwealth Bank Customers

Effective 28 September 2023, Commbank is updating the Merchant Agreement for Commbank Merchant Facilities.

## What's changing in the Merchant Agreement?

**There are several clauses changing in the Commbank Merchant Agreement, these include:**

- We have added in the website link on where you can find the Website Requirements Policy in clause **2.2 Your website obligations**.
- We have moved the clause, "You should think about how customers can access the terminal so that they can protect the entry of their PIN into the terminal by way of shielding with their hand or body" and "You need to ensure that security camera's will not be positioned or focused on the terminal so that PIN entry can be recorded", from clause **2.3 – Step 1 – Planning ahead** to clause **2.4.2 Terminal Security**.
- We have updated clause **2.3 (Step 2) - Establishment of Facility and installation of terminals and equipment** to clarify on how our installers may contact you in relation to terminal or equipment installation.
- We have updated clause **2.3 (Step 5)** to clarify the initial training that will be communicated.
- We have updated clause **2.4.1 Safety and maintenance** to clarify how any terminals or other equipment should be cared for and to reflect that you are the owner of the Smart Mini reader and the Smart Mini dock.
- We have updated clause **2.7.2 If you don't have Store and Forward**, to reflect that depending on the type of merchant facility you have, you may be able to use offline paper vouchers.
- We have updated clause **2.8.1 Refunds during downtime**, to reflect that offline paper vouchers cannot be used to process refunds for Smart Mini.
- We have removed the bulletin point (the card expiry date has passed) from clause **2.10.4 Card-present Transactions** in relation to card scheme requirements, where it is mandated that an acquirer attempts to process an expired card transaction and the issuer takes the liability.

- We have added UnionPay International under clause **2.11.1 Card Scheme Disputes and Chargebacks** as a card scheme.
- We have updated clause **3.2.3 Maintaining your equipment**, to reflect the charger and power adapter to be used for charging your device.
- We have corrected the spelling of the word Transactions under clause **3.3.3 Surcharging**.
- We have also updated clause **3.3.3 Surcharging** to state that you can only charge what it costs you to accept the Transaction and that Some Facilities do not have an in-built surcharging feature, meaning if you choose to surcharge for Transactions you may need to calculate and apply a surcharge manually.
- We have added that cash out must not be given out for UnionPay International cards under clause **3.3.7.1 Cash Out**.
- We have added in additional information relating to UnionPay under clause **3.3.8 Union Pay International**.
- We have added eCommerce Transaction under clause **3.3.10 Contactless/eCommerce Transaction and network selection** to include eCommerce.
- We have updated clause **3.5.3 Statements** to reflect how you will receive your merchant statements and notices.
- We have updated clause **3.6 Fees** to state that customers can request for a copy of the fee schedule from the merchant help desk.
- We have updated the second bullet point under clause **3.8.5 What happens when this Agreement terminates**, removing the reference, "if we can't contact you we can enter your premises without notice".
- We have updated clause **3.9.1 Information** to advise that you must tell us when there is a change of registered business name and address.
- We have updated clause **4.1 About this part** by removing reference to Pi AppBank and CommBank Small Business Applications.
- We have updated clause **4.1 About this part** to advise that Least Cost Routing is available on or (ii) an eligible eCommerce product and pricing plan.
- We have replaced CBA terminal with the word Facility under clause **4.1 About this part**.
- We have removed references to Pi AppBank and CommBank Small Business Application from clause **4.2 App Marketplace, Terminal operation and general usage conditions** and also removed references to Albert and Pi AppBank from clause **4.2.1 App Marketplace**.
- We have removed clause **4.2.2 CommBank Small Business Application** and all subsequent numbering in this clause has been updated.
- We have removed references to Albert, Pi AppBank and CommBank Small Business Application from clause **4.2.2 Instruction manual** and added the website link to refer to for the most up-to-date instruction manuals.
- We have removed references to Albert, Pi AppBank and CommBank Small Business Application from clause **4.2.3 Software**.
- We have removed references to Albert, Pi AppBank and CommBank Small Business Application from clause **4.2.4 Telecommunication costs** and updated the language.
- We have removed the paragraph relating to CommBank Small Business Application from clause **4.2.5 Security and privacy**.

- We have removed references to Albert and CommBank Small Business Application from clause **4.2.6 Trademark and copyright**.
- We have removed references to Pi AppBank and CommBank Small Business Application from clause **4.2.7 Communication or service failure**.
- We have moved from clause **4.2.7 Communication or service failure** the definitions of “Billing Material” “Compatible mobile smartphone or tablet device” and “Mobile Terminal” to clause 5 **Meaning of words**.
- We have added in a statement in that 3DS may not available if enable Least Cost Routing on your eCommerce facility for some transaction types in clause **4.3.4 Fraud Prevention Options**.
- We have added a new clause **4.4 Smart Mini**.
- We have updated clause **4.5 Least Cost Routing (LCR)** to include eCommerce payments, where if the customer’s card displays two debit payment networks, you may process the payment through either network.
- We have updated the fifth bullet point in clause **4.5 Least Cost Routing (LCR)** to provide an example where we may temporarily suspend or permanently deactivate your LCR selection capability.
- We have replaced CBA terminal with the word Facility in clause **4.6 Third Party POS Integration Software Features**.
- New section **4.7 PowerBoard** – eCommerce offering has been added.
- We have updated the definition of Mobile Terminal in Part 5 Meaning of Words to remove reference to Emmy and Leo and revised the definition to “A Smart, Smart Mini, Essential Lite or replacement of one of these terminals provided to you by us”.
- Part 5 Meaning of Words has been updated with new definitions in relation to PowerBoard- Alternative Payment Method, Alternative Payment Method Account, Alternative Payment Method Provider, PowerBoard Material, PowerBoard Platform, PowerBoard Portal, PowerBoard Value Added Services, SDK.

## What do customers need to do?

The updated Merchant Agreement will automatically take effect from 28 September 2023, replacing the current Merchant Agreement dated 7 November 2022. A full copy of the Merchant Agreement and all changes is available at [commbank.com.au/merchantsupport](https://commbank.com.au/merchantsupport). We recommend you familiarise yourself.

## We’re here to help

For more information, contact the CommBank Merchant Helpdesk on 1800 230 177, 24 hours 7 days a week.

