



# BUSINESS

Terms & Conditions

**BETTER**  
THAN A CARD

**BIGGER**  
THAN A PAYMENT SYSTEM

**SMARTER**  
THAN A FUNDRAISER



[www.redy.com.au](http://www.redy.com.au)

By  **Bendigo Bank**

Fees and charges may apply to your Visa Card, MasterCard or Bendigo Bank savings accounts. Please refer to the terms and conditions for these accounts for this information.

This brochure provides general information only and is not intended as financial or taxation advice. You should consult your taxation advisor for advice as to your individual circumstances.

The redy product is issued by Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL 237879 (the Bank). You should consider the Terms and Conditions before deciding to use the redy product. Terms and Conditions are available online at [www.redy.com.au](http://www.redy.com.au)

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## 1. About these conditions

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**1.1** Bendigo Bank operates the redy Payment System which is a payment system which (amongst other things) allows redy Consumer Account holders to purchase goods or services from participating businesses using a mobile device.

**1.2** You are a business who wishes for redy Consumer Account holders to be able to pay for your goods and services using the redy Payment System.

**1.3** These Conditions regulate Your redy Business relationship with us, Bendigo Bank, and set out the redy Business Services which we will provide to You. If we provide any business services to you in addition to the redy Business Services, the provision of such services will be governed by any separate Business Services Agreement between you and Bendigo Bank.

## 2. What makes up this agreement

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**2.1** The Agreement between You and us in relation to the provision of redy Business Services is made up of the following:

- (a)** the Letter of Offer issued to You; and
- (b)** these Conditions, including the document headed "Schedule A redy Business Agreement"; and
- (c)** annexure to this Agreement which is signed and dated by You and us for identification; and/or
- (d)** any agreements made regarding the use of any equipment or software; and/or
- (e)** the redy Business User Guide; or
- (f)** the redy User Guide.

## 3. Approved transaction methods

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**3.1** The Transaction methods which You may use at the date of this Agreement are described in the document headed 'Schedule A redy Business Agreement' and may be:

- (a)** Transactions processed via a redy Business Terminal supplied by us, subject to clause 15; and/or
- (b)** Transactions processed via an online service authorised by us.

## 4. Acceptance

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### **4.1 You must:**

- (a)** ensure the redy Payment Method is promoted as an accepted payment method no less prominently than any other payment method accepted by You;
- (b)** stop accepting payment from redy Consumer Accounts immediately if:
  - (i)** we provide Notice for You to do so; or
  - (ii)** this Agreement is terminated or expires.

**4.2** If we require you to do so in writing, you must immediately cease accepting payment from any redy Consumer Account or any class or category of redy Consumer Accounts.

## 5. Use of redy Consumer Accounts

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**5.1** You may accept a redy Consumer Account only for:  
**(a)** payment for the supply of goods and/or services by you to a Customer;  
**(b)** the processing of a refund in respect of goods or services supplied by You to a Customer where the Customer purchased such goods or services using that redy Consumer Account;

**5.2 Without limiting the above You cannot:**

**(a)** supply a refund in cash where the redy Consumer Account was used to perform the refundable transaction; or  
**(b)** use the redy Payment System to offer a 'cash out' facility to redy Consumer Account holders;  
**(c)** carry out refunds to Your own redy Consumer Account; or  
**(d)** use the redy Payment System as a means of funds transfer between Your own accounts; or  
**(e)** carry out a refund to any redy Consumer Account to which an original purchase has not been processed via Your redy Payment System facility. Any refund to a redy Consumer Account cannot exceed the value of the original sales transaction.

## 6. Supply of goods and services

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**6.1 You undertake to:**

**(a)** honour and accept payment from a redy Consumer Account provided by a redy Consumer Account holder for the payment for goods and/or services to be supplied by You to a Customer, subject always to your obligations under this Agreement; and  
**(b)** establish a fair policy for the exchange or return of goods or for claims relating to services (which policy must comply with all relevant laws including, without limitation, the Australian Consumer Law) and give any applicable credit for each such return or service claim not in cash but by issue of a reversal of the relevant redy Consumer Account Transaction; and  
**(c)** discharge Your obligations to redy Consumer Account holders and/or Customers in relation to Transactions (for example, by delivering the relevant goods or rendering the relevant services).

## 7. Your consents

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**7.1 You consent to:**

**(a)** us debiting Your Nominated Account for the amount of any refunds and any other amounts You owe us under this Agreement from time to time; and  
**(b)** us conducting a business check (including, without limitation, a business credit check) at any time during the Agreement; and  
**(c)** us or our authorised representative conducting a review of Your systems, after a suspected or known Data Breach has occurred. This review may require physical site access and access to all storage and transmission systems.

## 8. Your obligations

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**8.1 You agree to:**

**(a)** provide us correct, current and accurate information relating to Your redy Payment System facility; and  
**(b)** adhere to proper procedures in connection with a sale before processing a sales Transaction using the redy Payment System; and  
**(c)** not make any representations regarding any goods or services which may bind us; and  
**(d)** promote our facilities and processes so redy Consumer Account holders can effect Transactions with You using the redy Payment System; and  
**(e)** use Your best endeavours to ensure that Your staff are aware of, and comply with, this Agreement; and  
**(f)** be responsible for any acts or omissions of Your staff (including contractors) in connection with the redy Payment System; and  
**(g)** comply with the then current Payment Card Industry Data Security Standard (PCIDSS). We will tell you the level of security required based on the volume of Transactions you process; and  
**(h)** not request or hold a redy Consumer Account Holders PIN Code or Password as part of a book up arrangement or for any other reason; and  
**(i)** comply with any written directions we provide to you from time to time in connection with your use of the redy Payment System or redy Business Services (including any procedures or rules we notify you of from time to time regarding the redy Payment System or redy Business Services).

## 9. Recovery of service fees and other redy charges

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**9.1** You are not permitted to recover the fees payable by you to us in respect of Transactions by Customers using the redy Payment System (including, without limitation, redy Business Membership fee, redy creds contribution or any other fees applicable from time to time) directly from Customers who choose to pay for goods and services using a redy Consumer Account and may not charge a surcharge to such Customers or otherwise seek to recover the relevant fees from such Customers.

## 10. Our obligations

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**10.1 We agree to:**

**(a)** accept all valid Transactions and Refunds You issue in respect of the purchase of goods and/or services by Customers using the redy Payment System (subject to our discretion regarding whether any Transaction or Refund is valid); and  
**(b)** process any settlement of funds to Your Nominated Account within 24 hours of completion of a valid Transaction.

## 11. Transaction management

### 11.1 You must:

- (a) use only the redy Business Terminals and other equipment or software authorised by us to process Transactions; and
- (b) establish a fair policy for dealing with:
  - (i) refunds and disputes about Transactions; and
  - (ii) issuing and processing credits for the accepted return of goods or for orders accepted by You but not authorised by the redy Consumer Account holder;
- (c) process refunds in respect of Transactions by means of the redy Payment System refund function, not cash; and
- (d) if a redy Consumer Account holder wishes to use their redy Consumer Account to pay for only part of the value of a Transaction, obtain the balance in cash or any other valid payment method (such as credit or debit card) at the time of the Transaction.

## 12. Transaction settlement

12.1 Unless we agree otherwise, You must have a Bendigo Bank Nominated Account with us to enable us to:

- (a) pay the full amount of all valid, acceptable sales and cash Transactions You have made (less the fees or other amounts payable to us under this Agreement); and
- (b) deduct the full amount of valid, acceptable refunds You have made; and
- (c) supply a monthly business statement showing the full amount of all Transactions processed by us during the previous month on Your redy Business Facility.

If You request us to provide You with a replacement statement we may apply a fee for each statement we reissue to You.

For the avoidance of doubt, we can debit Your Nominated Account when goods already paid for via a redy Consumer Account are returned.

## 13. Invalid or unacceptable transactions

### 13.1 Transactions are invalid if:

- (a) the Transaction is illegal; or
- (b) the Transaction has not been conducted in accordance with this Agreement or any rules, procedures or directions regarding the redy Payment Services we have notified you of; or
- (c) process refunds in respect of Transactions by means of the redy Payment System refund function, not cash; and
- (d) You give the redy Consumer Account holder cash in return for a redy Consumer Account Transaction; or
- (e) You charged more than Your normal price for goods and services for Transactions processed with a redy Consumer Account; or
- (f) the Transaction is to collect or refinance an existing debt using a redy Consumer Account (including dishonoured cheques); or

## 13. Invalid or unacceptable transactions

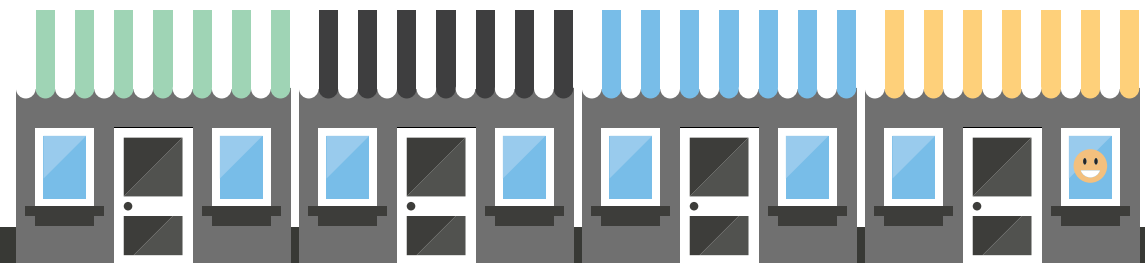
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- (g) someone other than You provided the goods or services listed; or
- (h) You didn't supply or don't intend to supply the goods, services or cash listed; or
- (i) the Transaction was conducted in a currency other than the Australian currency; or
- (j) this Agreement was not in force on the date of the Transaction; or
- (k) the Transaction was conducted prior to the redy Payment System facility being made available to You; or
- (l) a Remote Transaction is processed using a redy Consumer Account and we have not authorised You to accept Remote Transactions using redy Consumer Accounts; or
- (m) You did not record sufficient detail of the Transaction to enable supply of a valid Tax invoice to the redy Consumer Account holder when You keyed details of an electronic Transaction into the redy Business Terminal; or
- (n) You utilise the facility to direct funds to Your own redy Consumer Account or other bank or financial institution account; or
- (o) You have not complied with the requirements in any of the documents listed in this Agreement; or
- (p) authorisation for the Transaction is declined for any reason; or
- (q) the redy Consumer Account holder disputes the Transaction for any reason and we have no further chargeback rights to recover the Transaction on Your behalf; or
- (r) the redy Consumer Account holder makes a claim for a set-off or a counterclaim; or
- (s) You have released goods to the redy Consumer Account holder before receiving a notification from us that the Transaction has been completed.

13.2 We may refuse to accept a Transaction if it is invalid or unacceptable, or may charge it back to You if we have already processed it.

13.3 We may apply a processing charge for each chargeback we process in respect of Transactions.

13.4 You undertake to effect best practises to minimise fraud and chargebacks.



## 14. Records

**14.1** You must securely keep records of accounts, receipts, invoices and other documents relating to each Transaction and Your obligations in this Agreement for a period of 18 months from the date of the Transaction.

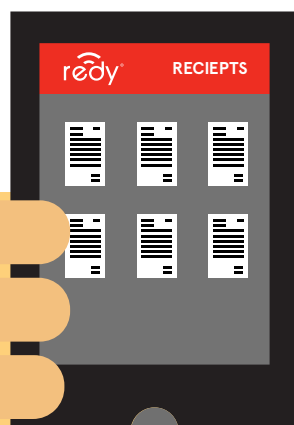
**14.2** You must allow us to examine Your records relating to any Transaction. You must provide us with any evidence of or documentation in respect of a Transaction within 7 days if we ask for it, and if you fail to do so, we may charge the Transaction back to you if the amount or the Transaction is disputed by the redy Consumer Account holder.

**14.3** You cannot sell, purchase, exchange or provide any information or document relating to a redy Consumer Account holder, Your redy Payment System facility or any redy Transaction to any person except:

- (a) us;
- (b) Your legal, accounting or other professional advisors (provided such advisors are required to maintain the confidentiality of any such information or documents and only use such information or documents to the extent necessary to provide advice to you); or
- (c) as required by law.

**14.4** You must make the documents relating to Your obligations under this Agreement available to us on request during the period for which You are obliged to keep them. If You do not do so, and as a result we are unable to recover an amount from a person in relation to a Transaction, we may debit Your Nominated Account with the amount of that Transaction.

**14.5** Records of all Your redy Business activity and statements will be maintained by Bendigo Bank and provided for download or export by You to a system of Your choice for a period of 7 years (subject to all applicable laws). An additional charge will apply to requests for supply of printed statements.



## 15. redy Supplied Equipment

**15.1** The following conditions apply to the provision of Your redy Payment System:

(a) If you conduct Transactions other than Remote Transactions we may supply you with a redy Business Terminal for use by you during the term of this Agreement.

(b) The redy Supplied Equipment remains our property.

**15.2** You are responsible for any loss or damage to the redy Supplied Equipment caused by fire, theft, explosion, flood, civil commotion or other act in or around the Premises. You must pay the full cost of replacing or repairing any damaged or lost redy Supplied Equipment. A reasonable replacement value may be determined at our sole discretion.

**15.3** You must not part with possession or control of the redy Supplied Equipment unless we request You to do so.

**15.4** You must:

- (a) arrange a secure site for installation of the redy Supplied equipment.
- (b) ensure that this site meets our security and technical requirements.

**15.5** All redy Supplied Equipment must conform to specifications we give You from time to time. You acknowledge that you are solely responsible for the costs of obtaining and maintaining the redy Supplied Equipment.

**15.6** You must not remove any Supplied Equipment to a new location or make any alterations or additions without prior written consent by us. If consent is given by us to relocate, alter or add to any Supplied Equipment, You are required to bear all the associated costs.

**15.7** You must ensure that You use the redy Supplied Equipment according to the instructions in this Agreement, the User Guides provided to You upon installation and any other directions we give You. You must comply with all messages we send You through the redy Business Terminal or by email. You may use the redy Supplied Equipment to:

- (a) provide the information we require to provision a request for payment or refund to a redy Consumer Account holder; and
- (b) present a request for payment or refund invitation to the redy Consumer Account holder through the redy Payment System for the redy Consumer Account holder to accept using their device; and
- (c) display records of past transaction activity and statements of activity; and
- (d) edit information made available for you to self-manage; and
- (e) any other function we provide to You that can be accessed through Your redy Supplied Equipment for which You are authorised by us to access.

## 15. redy Supplied Equipment

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### 15.8 You must:

- (a) take proper care of any redy Supplied Equipment we provide to you and follow all our directions for its maintenance and protection;
- (b) pay for any repairs to redy Supplied Equipment which are necessary because of Your neglect or misuse. Under normal conditions, we will maintain our redy Business Terminal at our expense;
- (c) arrange for electrical safety inspection and testing of each redy Business Terminal to be conducted by an appropriately qualified person and in accordance with Australian Standard AS/NZS 3760:2010 (as amended or replaced from time to time);
- (d) allow our employees, contractors or agents to enter the Premises during normal business hours to install, maintain, remove and inspect the condition of the redy Business Terminal; and
- (e) not allow any person except our employees, contractors or agents to service or repair any redy Business Terminal

**15.9** You acknowledge that redy Business Terminals are electrical devices which may cause injury or other loss as a result of electrical discharge if electrical safety testing is not conducted in accordance with Australian Standard AS/NZS 3760:2010 (as amended or replaced from time to time).

**15.10** You must inform us immediately if a redy Business Terminal is not working or is malfunctioning, or has failed an electrical safety test. You must immediately cease to use any redy Business Terminal that has failed an electrical safety test or is overdue for electrical safety testing. We must repair the malfunctioning redy Business Terminal or provide a replacement redy Business Terminal (at our election) as quickly as possible.

**15.11** We are not liable to You for any loss You incur as a result of a breakdown or malfunction of a redy Business Terminal, other Supplied Equipment or any related equipment or software.

**15.12** To the extent permissible under the Australian Consumer Law, our liability to You for any loss You incur as a result of the breakdown or malfunction of any redy Supplied Equipment (where that loss does not arise out of physical injury to any person in consequence of a safety defect in the redy Supplied Equipment) is limited to, at our option, the continued repair or replacement of that redy Supplied Equipment or the supply of an equivalent item of redy Supplied Equipment (as applicable).

## 15. redy Supplied Equipment

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### 15.13 Software

- (a) You must use any software we provide to You in accordance with our documentation and these Terms and Conditions, and solely for use of the redy Payment System for Your own business requirements;
- (b) You may not duplicate or distribute any software or documentation we (or our service providers) provide to You, unless for the sole purpose of creating no more back-up copies than are reasonably necessary for back-up or disaster recovery purposes;
- (c) You may not modify or merge with other programs any software or documentation provided to You by us or any of our service providers;
- (d) we are not liable to You for any loss or liability You incur as a result of Your misuse of the software.

**15.14** We will provide You training (as we consider necessary and appropriate) at our own cost together with a User Guide or redy Business User Guide. You are responsible at Your own cost for training Your employees, contractors and any other person involved in the conduct of Your business so as to ensure that those persons are familiar with Your obligations under the Agreement and that Transactions are processed in accordance with Your obligations under the Agreement.

**15.15** We recommend that You have an insurance policy which covers each item of Supplied Equipment for its maximum insurable value. The policy should have redy's interest noted.

**15.16** You acknowledge and agree that you may be required to accept additional terms and conditions of use or other similar terms before being able to use any items of Supplied Equipment.

## 16. Incomplete transactions

**16.1** Any offer for a Transaction You make must be accepted by a redy Account holder to be completed (in addition to any other requirements for completion). Offers for Transactions that remain unaccepted by a redy Account holder, will remain incomplete until they:

- (a) expire; or
- (b) are accepted by a valid redy Account holder.

## 17. Transaction expiry

**17.1** Unless specified by You (and subject always to any rules or directions we provide to you regarding the redy Payment System), an offer you make for a Transaction will remain open until:

- (a) it is accepted by a redy Account holder; or
- (b) if you make the offer through your redy Business Terminal, 5 minutes has elapsed, or
- (c) if you make the offer on line, 24 hours has elapsed, whichever is sooner.

## 18. PIN code & password security

**18.1** You authorise us to act upon all instructions given to us using Your redy Business Terminal PIN code and subject to any other provisions of these terms and conditions you are liable for any such instruction. Because of this, You must keep Your redy Business Terminal PIN code secure and protected

**18.2** You must not voluntarily disclose Your redy Business Terminal PIN code or password to anyone.

**18.3** You must not write or record Your redy PIN code or password anywhere, in written or electronic form.

**18.4** You must not select a numeric redy PIN code or device PIN lock that is common or could be easily guessed ie Your birth date.

**18.5** If You believe or suspect your PIN code or password has been compromised or known to anyone other than Your authorised representative, You should change them immediately either using Your device, through the [www.redy.com.au](http://www.redy.com.au) website or by calling redy on 1300 697 339.

**18.6** If You lose Your redy Business Terminal, You should call redy on 1300 697 339 immediately and report it stolen. You will not be liable for transactions conducted on that device upon reporting it stolen to redy.

## 19. Data Security

**19.1** You must ensure that all passwords and PIN codes to Your systems, including Your redy Business Terminal are changed on a regular basis and are kept secure at all times.

**19.2** You will indemnify us on demand against all losses, expenses and damages we may suffer as a result of Your failure to observe Your obligations under this Agreement including any procedures set out in the Manuals.

**19.3** You must maintain commercially reasonable business practices to protect the privacy and security of Customer data and personal information and in particular to comply with Privacy laws which apply to us in the same way as if they applied to You.

**19.4** If a Data Breach is suspected or known to have occurred You must give us and our authorised representatives full access to Your systems to facilitate a forensic analysis to ascertain:

- (a) whether redy Consumer Account data has been compromised and the identity of any data so compromised;
- (b) what weakness in the system permitted or contributed to the Data Breach; and
- (c) whether the redy Consumer Account data was created, deleted, altered, copied or manipulated in any manner.

**19.5** You must ensure that Your service providers give us and our authorised representatives full access to outsourced components of Your system such as databases and web hosting systems.

**19.6** 19.5 You must reimburse us for all costs of a forensic analysis where a Data Breach is suspected or known to have occurred.

**19.6** 19.5 You must reimburse us for all costs of a forensic analysis where a Data Breach is suspected or known to have occurred.

## 20. Costs, fees & payments

**20.1** You authorise us to withdraw from any account You have with us, including the Nominated Account:

- (a) fees, costs and charges for the redy Business Services and any use of Your redy Business facility, as specified in the Letter of Offer or in any other document comprising the Agreement; and
- (b) any other fees specified in the Letter of Offer or in any other document comprising the Agreement; and
- (c) amounts payable to us in respect of Transaction refunds; and
- (d) over credits paid by us on Transactions due to errors or omissions; and
- (e) all credits paid by us on Transactions which are not valid under this Agreement; and
- (f) all Taxes levied on the services we supply; and
- (g) any future Taxes levied on the services we supply; and
- (h) other amounts owed to us under this Agreement; and

**20.2** In addition to our rights to withdraw amounts under clause 20.1, you must pay on demand from us any debt that remains unpaid under this Agreement.

**20.3** We may use amounts we receive for credit to Your account to pay debts You owe us under this Agreement in any order we see fit.



## 21. GST

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**21.1** All fees, costs and charges for services and any use of a redy Business Facility are GST exclusive.

**21.2 We will:**

- (a) add GST at the time of billing at the government regulated rate; and
- (b) at all times comply with the GST legislation in performing this Agreement; and
- (c) provide You tax invoices in proper form.

## 22. Advertising

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**22.1** We may supply You with signs, decals and other advertising or promotional material in respect of the redy Payment System or us (Supplied Material).

**22.2 You must:**

- (a) display the Supplied Material prominently ; and
- (b) use and display the Supplied Material in accordance with any directions we provide; and
- (c) cease using all Supplied Material immediately if we ask You to do so or if this Agreement or the relevant part of it terminates.

## 23. Intellectual Property

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**23.1** You acknowledge and agree that nothing in this Agreement grants you any ownership of or rights in respect of the intellectual property related to the redy Payment System. If you have or acquire any intellectual property in respect of the redy Payment System (including improvements to the redy Payment System) you assign such intellectual property to us immediately upon the intellectual property vesting or otherwise being acquired by you. You agree to sign all documents and do all other acts necessary to give effect to such assignment.

## 24. Confidentiality & public announcements

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**24.1** Where you receive any Confidential Information from us under this agreement or otherwise in connection with the redy Business Services you must:

- (a) keep the Confidential Information confidential; and
- (b) subject to clause 24.2 not use, disclose or reproduce the Confidential Information for any purpose other than solely to the extent necessary to receive the redy Business Services.

**24.2** Notwithstanding clause 24.1, you may use or disclose Confidential Information to the extent necessary to:

- (a) comply with any law, binding directive of a regulator or a court order;
- (b) comply with the listing rules of any stock exchange on your its securities are listed; or
- (c) obtain professional advice in relation to matters arising under or in connection with this Agreement.

**24.3** You must not make any public statement or announcement regarding this Agreement, the redy Business Services or the redy Payment System without our prior written consent (which we may give or withhold in our

## 25. Indemnity

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absolute discretion).

**25.1** You indemnify us for all losses and liabilities we incur due to:

- (a) any breach by You of Your obligations under this Agreement; or
- (b) any dishonest or illegal act committed by You, Your employees, agents, contractors or invitees; or
- (c) any dispute or proceedings between You and a Customer in respect of the supply, use, quality or fitness for purpose of goods or services supplied by You to the Customer; or
- (d) the way You, Your employees, agents, contractors or invitees use or promote the redy Business facility or redy Payment System; or
- (e) any representation, warranty or statement made by You or Your employees, agents or contractors to a Customer; or
- (f) any error, negligence or fraud on Your part or on the part of Your employees, agents or contractors; or
- (g) our discretion to exercise our rights under this Agreement.

**25.2** We are not liable for any losses or inconvenience You or a redy Consumer Accountholder suffer due to a connection error, or other fault in relation to the redy Payment System

**25.3 You agree:**

- (a) that the indemnity under clause 25.1 continues after this Agreement ends; and
- (b) that the amounts payable under the indemnity under clause 25.1 are payable on demand; and
- (c) to reimburse us any value resulting in a chargeback which has resulted after this Agreement is terminated, expires or otherwise comes to an end.

**25.4** You authorise us to debit Your Nominated Account for the amount of any loss we suffer which is covered by an indemnity under this clause without reference to You.

## 26. Legal expenses

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**26.1** You agree to pay all legal fees (on solicitor and client basis) and liabilities incurred by us in connection with any default by You under this Agreement, or enforcement of this Agreement by us.

## 27. Variation & waiver

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**27.1** We may vary any part of this Agreement, any Operating or User Guides, the Schedule, the Mail / Telephone procedures or an annexure at any time.

**27.2** You agree that we can give notice of changes to these terms and conditions, any material change to, or any significant event that affects any of the matters specified in this document in writing electronically, (including changes to fees and charges), by an advertisement in a major daily newspaper or in any other way permitted by law.

**27.3** The changes can take effect from the day we notify You or on a date we choose in the future.



## 28. Commencement

**28.1** This Agreement commences on the date of Your signing the Schedule A redy Business Agreement and continues until terminated (whether pursuant to clause 29 or otherwise).

## 29. Termination

**29.1** We may terminate this Agreement at any time by providing written Notice to You. Termination will be effective immediately. The Notice does not have to state a reason for termination. You may terminate this Agreement at any time by giving us 30 days written Notice.

**29.2** We may suspend this agreement at any time and for any reason. Suspension will be effective immediately and will remain in force for a period no greater than 45 days. You will be advised of any such suspension.

**29.3** A termination fee may be charged for any terminations effected by you within 3 years of signing the schedule A redy Business Agreement (this is described in Your Schedule A redy Business Agreement and is specific to each offer).

**29.4** Without limiting the rights which redy may otherwise have arising from a breach of the Agreement, we may immediately terminate the Agreement by Notice to You if:

- (a) You are found to be in breach of the Agreement; or
- (b) an application or petition for winding up of Your business is presented; or
- (c) You cannot pay Your debts within the meaning of the Corporations Act 2001 (Cth); or
- (d) any judgement made against You in court is not satisfied; or
- (e) You are declared bankrupt or there are bankruptcy proceedings issued against You; or
- (f) You make a substantially incorrect, misleading or untrue statement in connection with this Agreement or a Transaction; or
- (g) redy reasonably determines that the continued provision of the redy Business Facility to You may damage the reputation of redy; or
- (h) You represent, permit or allow any other person to use Your redy Business Facility in the operation of their business; or
- (i) You have received an excessive number of disputed Transactions and/or refunds or a higher than acceptable refund to sales ratio has been reached over a certain trading period (as determined by us acting reasonably).

**29.5** If the Agreement is terminated or expires, we may, in conjunction with any additional or alternative resolutions provided by law:

- (a) enter upon the Premises to repossess from You any software, equipment, transaction records, documents or promotional material

## 29. Termination

### ...continued

supplied by us or any of our contractors (including, without limitation, any Supplied Equipment); and

- (b) retain all monies already received from You or held in Your account until our relevant investigations have been concluded; and
- (c) under Section 18N (1) (b) of the Privacy Act, if You are an individual, provide Your information to a credit provider.

**29.6** If the Agreement is terminated or expires You must:

- (a) immediately stop using any Supplied Materials;
- (b) immediately stop all use of the name 'redy' and any logos or other trade marks of us;
- (c) not make any representation that you have a continuing right to process payments using the redy Payment System and in particular immediately remove all references to the redy Payment System from Your website ; and
- (d) immediately return to us all equipment, software, documents or promotional material supplied by redy or any of its contractors (including, without limitation, any Supplied Equipment) or copies of this material made or held by You; and
- (e) immediately stop using or attempting to use the redy Business Services and redy Payment System; and
- (f) within 30 days of termination or expiry pay to redy any fees which are due to us under the Agreement and remain unpaid.

## 30. Collection & use of Your information

**30.1 You authorise us to:**

- (a) collect personal information about You for the purposes of assessing Your application for, and providing You with, a redy Business Facility and related services; and
- (b) disclose personal information about You to organisations that carry out functions on the Bank's behalf such as electronic network administrators, credit reporting agencies, business alert agencies, information technology providers, terminal installation and maintenance technicians; and
- (c) disclose information about Your redy Business history and relevant personal information where the law requires or permits the Bank to do so.

### 31. Notice of change

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**31.1** You must immediately notify us if there are any changes to:

- (a) the details contained in the redy Business application form; or
- (b) the ownership or control of Your business including any delegation by way of power of attorney; or
- (c) the nature of Your business or business domicile; or
- (d) Your trading name, address or telephone number; or
- (e) Your ability to meet liabilities as and when they fall due.

### 32. Document priority

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**32.1** If there is any inconsistency between the provisions of the documentation comprising this Agreement then, to the extent of the inconsistency, the following order of priority will apply:

- (a) the Letter of Offer issued to You;
- (b) these terms and conditions;
- (c) any document headed "Schedule A redy Business Agreement";
- (d) any document headed 'redyPilot Consents: Business' which is signed by you;
- (e) any annexure to this Agreement applicable to a Transaction method You may use which is signed and dated by You and us for identification;
- (f) any agreements made regarding the use of any equipment or software;
- (g) the redy Business User Guide;
- (h) the redy User Guide.

### 33. Notice

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**33.1 A Notice must be:**

- (a) issued in writing; and
- (b) delivered in person to the addressee (in our case includes one of our officers at the address last advised); or
- (c) left at the address last advised; or
- (d) sent by prepaid post to the address last advised; or
- (e) sent by electronic mail to the electronic mail address last advised:

**33.2 If a Notice is taken to be received:**

- (a) if sent by post, on the third day after posting; and
- (b) if sent by electronic mail, on the date it was sent and no delivery failure message is received by the sender.

**33.3** A notice takes effect from the time it is delivered unless a later time is specified in it.

**33.4** Any legal process or notice of legal process (for example, a summons) may be served on You or us by delivering or leaving it at Your or our last advised address, or by any other method or service permitted by law.

**33.5** The addressee, address and electronic mail address of redy is:

### 33. Notice

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...continued

### 34. Your rights & our rights

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**Attention:** redy Business Services Department  
**Address:** 426 Hargreaves St, Bendigo Victoria 3550

**Email:** support@redy.com.au

**34.1** You cannot transfer, assign or otherwise deal with your rights or obligations in this Agreement to anyone else.

**34.2 We can:**

- (a) enter this Agreement as a principal or agent; or
- (b) transfer our interests in this Agreement or in a terminal owned by us; or
- (c) give another person an interest in form of security over either of them without getting Your consent.

**34.3** The rights in this Agreement are in addition to any rights provided independently by law, and all these rights can be used by You and by us.

**34.4** If a right in this Agreement is breached or not enforced, You or we have the right to take action over that breach or any later breach.

**35.1** We shall not be liable for any delay or failure to perform our obligations pursuant to the Agreement if such delay is due to Force Majeure.

**35.2** If a delay or failure by us to fulfil our obligations is caused or anticipated due to Force Majeure, the performance of redy's obligations will be suspended.

**35.3** If a delay or failure by us to fulfil our obligations due to Force Majeure exceeds sixty (60) days, You may terminate the Agreement on providing Notice to us.

### 35. Force majeure

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### 36. Governing law

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**36.1** This Agreement is governed by the law of Victoria. You and we are subject to the courts of law and appeal of that place.

**36.2** We can at any time by giving You reasonable Notice impose or create rules and regulations.

**36.3 You agree:**

- (a) to pay the fees, costs and charges set out in the fees clause in the manner and at the times specified in that clause or if not specified as determined by us; and
- (b) to pay any other fees or charges that may from time to time be imposed by us at the time and in the manner specified by us; and
- (c) that we can at any time vary any fees or charges that are payable under the fees clause of the Agreement, by giving You reasonable Notice of such change.

# Glossary

**Agreement** means the Agreement between You and Bendigo Bank in relation to the provision of redy Business Facilities, made up of the documents in clause 2 of these Conditions.

**Australian Consumer Law** means the Australian Consumer Law as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**Banking day** means on a day on which we are open for general banking business in the place where You normally conduct Your general banking business.

**Conditions** means the Terms and Conditions set out in this document.

**Confidential Information** means any information provided by us to you (whether provided before or after the commencement of this Agreement) in connection with the redy Business Services, redy Payment System or this Agreement but does not include information which is in or becomes part of the public domain, other than through a breach by you of this Agreement or an obligation of confidence or information which you can prove was independently acquired or developed without breaching any of the obligations set out in this Agreement.

**Customer** means a person/s who purchases goods or services from You.

**Data Breach** means any event whereby You or any of Your service providers suspects or has knowledge of unauthorised access to confidential redy Consumer Account payment details.

**Disputed Transaction** means where a redy Consumer Account holder queries a transaction which has been processed to their redy Consumer Account.

**Force majeure** means:

- (a) any act of God; or
- (b) war, revolution, or any other unlawful act against public order or authority; or
- (c) an industrial dispute; or
- (d) a government restraint; or
- (e) any other event or cause which is not within the reasonable control of Bendigo Bank.

**Letter of offer** means a letter provided to the redy Business detailing the facility and associated operational costs.

**Nominated account** means a business account held by You with Bendigo Bank or other financial institution which You have nominated to be debited or credited for the purposes of this Agreement.

**Notice** means a notice, request, consent or other communication related to this Agreement.

**Premises** means each of the premises at which You conduct Your business.

**Privacy law** means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, and storage or granting of access rights to personal information.

**Password** means a password that comes from the distributor of any software or hardware that You utilise in the acceptance of Transactions.

**Schedule A redy Business Agreement** means the schedule read in conjunction with the Terms and Conditions that upon execution binds the redy Business and the Bank into the redy Business Agreement.

**redy / Bendigo Bank** means Bendigo and Adelaide Bank Limited A.B.N. 11 068 049 178 AFSL/ Australian Credit Licence No 237879 which includes its successors and assigns.

**redy Consumer Account** means a registered user who has been authorised by Bendigo Bank to use the redy Payment Method.

**redy Business** means the person named as redy Business in this Agreement.

**redy Business User Guide** means the current redy Business User Guide provided by us to You.

**redy Business Services** means the services which we will provide to You under this Agreement.

**redy Business Terminal** means an electronic device we may issue to You to enable You to make offers to redy Consumer Account holders for Transactions other than Remote Transactions.

**redy Payment Method** means the method of paying for goods or services using the redy Payment System, either on line or via a redy Business Terminal.

**redy Payment System** means the payment system operated by Bendigo Bank from time to time under the name 'redy' or any other name nominated by Bendigo Bank from time to time.

**redy Supplied Equipment** means the redy Business Terminal and all other equipment and software supplied by us to you in relation to the redy Payment System

**Remote Transaction** means any transaction where you and the redy Consumer Account holder are not physically present in the same place at the time of the transaction.

**Taxes** means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and expenses in connection with them.

**Terms and Conditions** means this copy of Terms and Conditions provided to You.

**Transaction** means a Transaction between a redy Consumer Account holder and the redy Business related to the supply of goods or services or the processing of a refund, using a redy Consumer Account.

**User guide** means the current User Guide provided by us to You.

**We / us** means Bendigo and Adelaide Bank Limited, and its successors and assigns.

**You** means the redy Business. If there are more than one, You means each of them separately and every two or more of them jointly. You includes Your successors or assigns.

## Fraud prevention for redy Businesses

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redy has been designed to eliminate many of the existing risks Businesses face in accepting Card based transactions. As such, the opportunities for fraud to be performed on the Business are significantly reduced.

Fraud is an ever moving field however, so below are some tips for how You can help us to ensure fraudulent activity is identified early and maintain redy as a robust fraud resistant transaction method.

**Listed are some tips to help minimise the risk of Your business being affected by fraud. Remember that the best course of action is awareness and prevention.**

**Be wary of unusual shopping behaviour.**

*If you observe suspicious activity from a redy Consumer Account holder, let us know. You need not reject a payment, as we will cover the risk associated with users who abuse our system. Call redy Business Services on 1300 697 339 to report the completed payment and we can follow up if required.*

**Don't split a transaction over multiple redy Consumer Accounts unless there are multiple users presenting with their own devices.**

*redy users can only have one active device at a time, so no-one should be using multiple phones to perform multiple transactions.*

**You will always receive confirmation message on Your redy Payment System if a payment has been accepted. Never release Your goods until this message is received.**

*Contact redy Business Services on 1300 697 339 immediately if no message is returned and the customer is adamant the payment has been made.*

**If You have any reservations or concerns in regards to a transaction please contact redy Business Services on 1300 697 339.**

Never process transactions for someone else. You will be liable in a dispute situation.

Never fulfil requests for goods that You don't normally trade in or sell.

Keep Your redy Business Terminal secure at all times and minimise the number of people who know Your redy Business Terminal PIN Code and passwords

Protect Your redy Business Terminal PIN and Customer PIN – never point cameras at terminals

## Fraud prevention for redy Businesses

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...continued

**Maintain commercially reasonable business practices to protect the privacy and security of Customer data and personal information.**

**Update to the most current software version and necessary security updates and patches**

**Your redy Business Terminal is managed by Bendigo Bank and you should always ask for bank identification before letting anyone service or exchange it.**

*redy can lock your redy Business Terminal remotely in the event that it is lost, stolen or destroyed. Contact redy Business Services on 1300 697 339 immediately if this happens to You.*

**If You are suspicious call 1300 697 339 and ask for extension 500 or code 10. Your safety is paramount– never put Yourself in danger.**

These examples are not a complete list of measures to minimise fraudulent behaviour or risks associated with Your redy Business facility.

redy is not liable for any loss or damage suffered by You in reliance on this list of examples.

**Bendigo and Adelaide Bank Limited**

The Bendigo Centre  
Bendigo VIC 3550

Telephone: 1300 MYREDY (1300 697 339)

ABN 11 068 049 178

AFSL/Australian Credit Licence No 237879



[www.redy.com.au](http://www.redy.com.au)