

# Mint

# MintEFT Terms & Conditions

Updated August 2021



## Contents

1.	Introduction	3
2.	Parties to Contract	3
3.	Payments	3
4.	Termination	3
5.	Enduring Payment Consent	4
6.	Contract Fees	4
7.	Privacy	4
8.	Liability	5
9.	Provision of Service	6
10.	Direct Debit Request (DDR)	6
11.	Entire Agreement	6
12.	Definitions	7



## 1. Introduction

The Debit User (Payer) wishes to direct debit its own bank account in exchange for services provided by its Suppliers (Payee's). This document outlines the rights and responsibilities you, the User, have with regard to the ability of Mint to initiate payment instructions as approved by you to directly debit your nominated bank account for any payments due by you under the terms and conditions of this Contract and Direct Debit Request Service Agreement, the terms of which are stated below. Should you have queries regarding your Contract or the Direct Debit Request form you should in the first instance contact Mint.

## 2. Parties to Contract

The parties to the contract are the Debit User (Payer) and Mint. All communication relating to this Contract is to be sent directly to Mint. The Debit User (Payer) acknowledges that Mint has contracted a Network Partner to collect the Instalments due under this Contract, and also acknowledges that all rights of the Debit User (Payer) pursuant to this Contract are able to be enforced by Mint as if it were the Network Partner without any involvement on the part of the Debit User (Payer) or the consent of the Debit User (Payer).

## 3. Payments

The Debit User (Payer) agrees to pay the instalment amount at the agreed payment frequency unless otherwise approved in the Mint EFT Portal until this Contract is terminated in accordance with the Termination of Contract clause below. Should there be any arrears in payments, the Debit User (Payer) authorises Mint Payments to debit the outstanding balance in order to bring the account up to date.

It is the responsibility of the Payer to ensure funds are available in the nominated payments account before the direct debit occurs.

Should a transaction dishonour for any reason, a dishonour fee may be applied.

## 4. Termination

**4.1** Either party may terminate this Contract:

**4.1.1** in the event of a material breach of the terms or an obligation under this Contract by the other Party and if such breach can be remedied, which cannot be rectified within 30 days of being notified; or

**4.1.2** upon 90 days' notice for any reason.

**4.2** Mint may terminate this Contract immediately if:

**4.2.1** Debit User (Payer) is the subject of an Insolvency Event;

# Mint

- 4.2.2** any activity or conduct occurs which constitutes a material risk to Mint or is contrary to or in conflict with an Authorised Activity;
- 4.2.3** Debit User (Payer) or any person has undertaken or facilitated a Restricted Activity or Unauthorised Activity or Mint has reasonable grounds to suspect Restricted Activities or Unauthorised Activity has or may have taken place;
- 4.2.4** following a review by Mint, Mint considers in its reasonable opinion, that the Mint EFT Portal is not compliant with any law or regulation and which may materially affect delivery of the Platform Payment Services or affect Mint's compliance with any law or regulation; or
- 4.2.5** Mint determines, in its absolute and sole discretion, that the use of the Mint EFT Portal or supply of the Platform Payment Services presents an unacceptable risk to Mint (including, but not limited to, fraud, chargeback or other risk or data protection risk).

## 5. Enduring Payment Consent

Enduring Payment Consent: by entering into this Contract, the Debit User (Payer) acknowledges that the Debit User (Payer) is providing Enduring Payment Consent (for a one-off or recurring payment) for Mint to facilitate payments from you to Suppliers and/or merchants for goods or services. The Debit User (Payer) agrees that this consent will be legally binding on the Debit User (Payer) until such time as the Debit User (Payer) terminates the enduring payment consent with Mint Payments

## 6. Contract Fees

No fee is payable by the User in connection with the authorisation of this Contract. A \$50.00 fee is payable to Mint by the Debit User (Payer) in the event that its act, omission or error (for example, providing incorrect User information) results Mint having to rectify such an act, omission or error

## 7. Privacy

A Debit User's (Payer's) "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by Mint to provide you with the services contemplated by this Contract. Mint's Privacy Statement is to be found on its website <https://www.mintpayments.com/privacy-policy/>.



## 8. Liability

- 8.1** To the extent permitted by law, Mint hereby excludes any liability to Debit User (Payer) in contract, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by Debit User (Payer) and/or any other person, or for any costs, charges or expenses incurred by Debit User (Payer), arising from or in connection with this Contract and/or the Platform and Platform Payment Services, and/or any act or omission of Mint.
- 8.2** All conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the Mint EFT Portal and/or the Platform Payment Services are excluded to the extent permitted by law.
- 8.3** Mint is not responsible for:
- 8.3.1** the acts or omissions of Debit User (Payer) relating to the Mint EFT Portal in providing the Platform Payment Services to Debit User (Payer), or for any non-compliance by the Mint EFT Portal with the terms of this Contract;
  - 8.3.2** any loss, damage or consequences of any Unauthorised Activity or Restricted Activity howsoever arising;
  - 8.3.3** any loss, damage, claim, expense or cost or consequences arising from fraudulent activity or conduct; or
  - 8.3.4** any loss, damage, claim, expense or cost or consequences if Debit User (Payer) has failed to comply with its obligations under this Contract.
- 8.4** Debit User (Payer) agrees to indemnify and hold harmless Mint, its employees, agents and assigns, from and against any cause of action, damage, loss or liability arising directly or indirectly, out of or relating to or in connection with:
- 8.4.1** any dispute between Debit User (Payer) and a third party including disputes in relation to any activity on the Mint EFT Portal, including Authorised Activity;
  - 8.4.2** any failure by Debit User (Payer) to comply with any covenant, condition or agreement with Mint, or applicable law or regulation;
  - 8.4.3** any intentional misrepresentation or material breach by Debit User (Payer) of the representations and warranties in this Contract;
  - 8.4.4** any negligence or wilful misconduct by Debit User (Payer) or Debit User (Payer)'s representatives;
  - 8.4.5** any claim by Debit User (Payer) or any other person or third party regarding any Transaction to the extent including but not limited to the Mint EFT Portal or Platform Payment Services; and
  - 8.4.6** any Claim relating to Debit User (Payer)'s failure to comply with its legal or contractual obligations, howsoever it occurs or arises.
- 8.5** Debit User (Payer) must notify Mint, as soon as reasonably practicable, if it becomes aware of any fraudulent, Restricted Activity or other illegal activity (including, without limitation, money laundering or terrorist financing) by emailing Mint at the email address set out in Party B's details at the beginning of this Contract.



**8.6** If Mint suspects that any use of the Platform Payment Services or Mint EFT Portal is fraudulent, is not authorised, is in violation of this Contract, a law or regulation or is likely to expose it or any other party to harm, or that Debit User (Payer) is facilitating any similar activity or outcome, reserves the right to:

**8.6.1** immediately terminate the relevant party's use of the Platform or the Platform Payment Services; or

**8.6.2** not process any underlying Transaction, and if the Transaction has already been processed, to reverse it if possible to do so, or to claim such funds back resulting in a chargeback.

**8.7** Debit User (Payer) authorises Mint to provide any law enforcement, government or similar agency or body with information about the Mint EFT Portal, underlying Transactions and any other information or data Debit User (Payer) holds about these matters, if Mint suspects that anyone is issuing or enabling use of the Mint EFT Portal or Platform Payment Services in such a way as to facilitate the type of activity or outcomes described in Clause 9.2.

## 9. Provision of Service

Change of location or ownership or the name of the Debit User does not absolve the Debit User of responsibilities under the terms and conditions of this Contract.

## 10. Direct Debit Request (DDR)

You request and authorise Mint (User ID# 600994) to arrange, through its own financial institution, a debit to your nominated account any amount Mint, has deemed payable by you. This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated in the application form and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

## 11. Entire Agreement

The signed application, this Contract, the Mint EFT Direct Debit Request, the Mint EFT Direct Debit Request Service Agreement, the Mint Payments Direct Debit Request, the Mint Payments Direct Debit Request Service Agreement and the Mint EFT Service Agreement and any contractual agreement entered into between the Debit User and Mint Payments constitute the entire agreement, understanding and arrangement (express and implied) between the Debit User and Mint Payments relating to the subject matter of this Contract and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral. In the event of any inconsistency

# Mint

between the term(s) of this Contract and the Direct Debit Request Service Agreement (where such inconsistent term(s) specifically relate to the rights and obligations of the Mint Payments, other than the right to unilaterally vary fees payable), the term(s) of the Contract (which specifically relate to the rights and obligations of Mint Payments) will prevail only to the extent of such inconsistency. If any provision of this Contract is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from this Contract. Nothing in this clause alters, voids or diminishes Mint Payments rights under the Commercial Agreement

## Definitions

The following definitions shall apply to this Contract:

**Business Day** means between 9:00am and 5:00pm on Monday to Friday excluding public holidays in Sydney, New South Wales.

**Claim** means in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent.

**MintEFT Direct Debit Request** means a direct debit authority executed by Debit User (Payer) for the purposes of the Mint EFT Portal to authorise Transaction activity.

**MintEFT Direct Debit Request Service Agreement** means a direct debit services agreement executed by Debit User (Payer) for the purposes of the MintEFT Portal to authorise Transaction activity.

**Mint Payments Direct Debit Request** means a direct debit authority executed by Debit User (Payer) for the purposes of deducting fees and any other amount due to Mint.

**Mint Payments Direct Debit Request Service Agreement** means a direct debit services agreement executed by Debit User (Payer) for the purposes of deducting fees and any other amount due to Mint.

**Insolvency Event** means any of the following events:

- a. a Party, being an individual, commits an act of bankruptcy;
- b. a Party becomes insolvent;
- c. a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to a Party or a party enters into a scheme of arrangement with its creditors or is wound up;

# Mint

- d. a Party assigns any of its property for the benefit of creditors or any class of them;
- e. an encumbrance takes any step towards taking possession or takes possession of any assets of a Party or exercises any power of sale; or
- f. a Party has a judgment or order given against it in an amount exceeding A\$10,000 (or the equivalent in another currency) and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given.

**MintEFT Portal** means the application programming interface and any software, systems, and/or communication links furnished by Mint which is used by Debit User (Payer) for facilitating payments Transactions.

**MintEFT Service Agreement** means the MintEFT service agreement entered into or, as the context may require, to be entered into between Mint and Debit User (Payer) on or about the date of this Contract.

**Party or Parties** means each of Mint and Debit User (Payer), as applicable.

**Platform Payment Services** means the services provided by Mint to Debit User (Payer) which incorporates the Mint EFT Portal and facilitates acceptance of payment requests and the initiation and processing of Transactions.

**Restricted Activity** means illegal or unlawful activity on the part of or involving Debit User (Payer) including, without limitation, money laundering or terrorist financing or inappropriate services as defined in the Guidelines for Establishing Direct Debit Requests Electronically or by Telephone issued by the Australian Payments Network as amended from time to time or any activity Mint deems, at its sole discretion, to be a Restricted Activity.

**Transaction** means the initiation or processing of a credit or debit payment through the MintEFT Portal.

**Unauthorised Activity** means any of:

- a. an act or conduct which involves negligence, fraud, wilful misconduct, default, act or omission, breach of statutory duty and/or that of your employees, officers, directors, subcontractors or consultants; and
- b. any event, bug or other software or security issue arising out of your systems, code, development or security processes, which potentially or actually may result in any cause of action, costs, damage, loss or liability affecting or for which Mint may otherwise potentially or actually incur liability, or any Transactions or refunds (as applicable) being initiated or duplicated in the absence of a payer's express permission, authority or instruction;
- c. any Restricted Activity; and
- d. any activity which is not authorised by a payer, not otherwise permitted or not in compliance with a payer's instruction or direction.