



BNZ Pay Online

Terms and Conditions

July 2026

What is BNZ Pay Online?

BNZ Pay Online is a service that enables you to accept payments for goods and services from cardholders over the internet through electronic commerce transactions, MOTO transactions, payment by link and other methods that we enable from time to time.

Terms and conditions

These terms and conditions apply to the use of BNZ Pay Online. These terms and conditions are in addition to, and are to be read in conjunction with, your letter of offer, the [BNZ Merchant Agreement Master Terms and Conditions](#) (the “Master Terms”), and the [BNZ Merchant Service Guide](#) (together, the agreement). In the event of any inconsistency between the documents referred to above, the following rules shall apply:

- The letter of offer prevails over all other documents;
- These BNZ Pay Online terms and conditions prevail over the Master Terms; and
- The Master Terms prevail over all remaining documents.

1. Definitions

Any terms have the meanings given to them in the letter of offer or the Master Terms, unless otherwise defined in these terms and conditions, including:

gateway means any software provided to you by us for or in connection with your use of the payment gateway service being offered as BNZ Pay Online;

merchant portal means the online portal that enables you to use BNZ Pay Online and the gateway;

proprietor means Fat Zebra Pty Ltd, the proprietor of the gateway.

2. Your obligations

- (a) You must acquire and maintain all equipment, services and software (other than the gateway which we provide to you) necessary for you to connect to, and use, BNZ Pay Online at your own expense.
- (b) You must comply with all obligations in relation to authenticating transactions. This includes (but is not limited to) implementing and integrating the 3D Secure protocol (and any other authentication procedure that may apply) when using BNZ Pay Online, and responding to 3D Secure events, to ensure that all electronic commerce transactions and payment by link transactions are appropriately authenticated in accordance with the Master Terms (or any other terms and conditions that apply to transaction authentication from time to time).
- (c) You will comply with any obligations in the Master Terms in relation to recurring transactions processed through BNZ Pay Online (or any other terms and conditions that apply to recurring transactions from time to time).

3. Intellectual Property

- (a) We grant you a non-exclusive, non-transferable right to use the gateway during the term of the agreement for your own internal use and business purposes on the terms set out in the agreement.
- (b) Nothing in these terms and conditions transfers or assigns any intellectual property or other proprietary rights from us or the proprietor to you. In particular, you do not have any rights (including any intellectual property rights) in:
 - (i) the gateway;
 - (ii) any authorised or unauthorised modifications to the gateway;
 - (iii) any updates or new releases of the gateway; or
 - (iv) the underlying HTML, audio clips, text, java scripts and other content that is made available to you through the gateway or BNZ Pay Online, other than pursuant to the rights granted to you under clause (a) of these terms and conditions.

4. Acknowledgements

You acknowledge that:

- (a) BNZ Pay Online may be affected by outages, faults or delays, which may be caused by many factors, including without limitation, technical difficulties with the performance or operation of the gateway, our or another person's software, equipment or systems, traffic or technical difficulties with the internet or infrastructure failures;
- (b) because the gateway and BNZ Pay Online operate on the internet, we may not receive information and data that you send us (including through the merchant portal) and we cannot warrant that unauthorised access to information and data will not occur;
- (c) we do not verify the identity of merchant portal users (as defined in clause 5(b)) on BNZ Pay Online or any transaction information supplied;
- (d) we may suspend BNZ Pay Online (or any part thereof) or disconnect or deny you access to BNZ Pay Online to remedy any defect or failure or to improve the service, or if we are required to by the proprietor;
- (e) you have relied on your own independent assessment and judgment in determining whether BNZ Pay Online meets your requirements and you have not relied on any statement or representation made on behalf of us in deciding to enter into the agreement;
- (f) we have no obligation to provide training or advice on, correct errors, modify or update, or support or maintain, the gateway once it is installed;
- (g) by separate agreement made between us and the proprietor, the proprietor has agreed to provide the gateway to BNZ in connection with the provision by BNZ of BNZ Pay Online to you. We will let you know if we may need to terminate the agreement or suspend your rights under it if the proprietor requires us to;
- (h) in relation to any information provided by you to us in connection with the provision of BNZ Pay Online to you, BNZ may provide that information to the proprietor and to any other person involved in the provision of BNZ Pay Online to you;
- (i) any approval given by the proprietor in relation to the gateway being provided to you does not in any way constitute a representation by the proprietor that you will be able to use the services of the proprietor directly should, for any reason, you cease using BNZ Pay Online.

5. Use of merchant portal

You agree:

- (a) that you must only use the merchant portal to process transactions in accordance with any instructions, directions, notifications, and user guides notified by us from time to time;
- (b) that everyone who uses the merchant portal is a person you have authorised to do so (we'll refer to these people as **merchant portal users**). A merchant portal user may use BNZ Pay Online unless their use is cancelled or suspended by you or another merchant portal user who is authorised to do so;
- (c) that you are responsible for all instructions given using BNZ Pay Online, which are authorised by the use of the credentials of a merchant portal user or undertaken by another person with the knowledge or consent of you or of a merchant portal user;
- (d) that you will establish policies, procedures, internal management rules and audit arrangements for the use of, and access to, BNZ Pay Online by you and your merchant portal users which reflect your internal authorisation requirements, take account of any potential risk of fraud and are consistent with these terms and conditions;
- (e) to comply, and make sure your merchant portal users comply, with all terms, conditions and requirements that apply to BNZ Pay Online including any user guides and your internal policies, procedures and rules;
- (f) if we ask you to, give us any document or information we may need to identify any merchant portal users or comply with any laws, card data regulations or card scheme rules;
- (g) keep and make sure each of your merchant portal users keep secure, and not disclose, record or store, any passwords, PINs, login details, authentication service or other credentials used to access and use BNZ Pay Online. This includes taking reasonable care when accessing BNZ Pay Online to make sure they are not observed while entering any credentials;
- (h) to notify us immediately if:
- (i) you become aware that any credentials are compromised and immediately cease to use the affected credentials;
- (ii) a merchant portal user's computer or other device used to access and use BNZ Pay Online is lost, stolen or fraudulently accessed; or
- (iii) you become aware of any unauthorised transaction or error on an account that appears to be connected with the use of BNZ Pay Online;
- (i) to not grant any third party access or authority to operate BNZ Pay Online on your behalf except for authorised merchant portal users; and
- (j) to comply with all relevant law relating to the use of BNZ Pay Online.

6. Reporting and data through BNZ Pay Online and the merchant portal

You acknowledge that:

- (a) the accuracy of any information that a merchant portal user obtains through using the reporting and data functions available via BNZ Pay Online may be subject to review by us, the proprietor and our third parties as part of our normal procedures, and also subject to any changes that may be required following such a review;
- (b) while we make every reasonable effort to ensure that reporting and data made available are current, complete and accurate, reporting and data reflect the entries that have been posted in relation to BNZ Pay Online at the time the information is obtained, and so may not be completely up to date;

- (c) you must carefully review the information that you obtain through using the reporting and data functions available via BNZ Pay Online and notify us promptly of any errors, inconsistencies, or other discrepancies of which you become aware; and
- (d) the reporting and data functions of the merchant portal may not be able to be used to satisfy any of your legal, audit, compliance, risk or other requirements.

7. Tokenisation

The BNZ Pay Online tokenisation function allows cardholder data to be securely stored in the form of an encrypted token. The token linked to the cardholder's card details will then be used instead of the actual card details for processing or managing payments through BNZ Pay Online.

You agree that:

- (a) it is your responsibility to ensure that if card details are manually entered into the BNZ Pay Online merchant portal, all details are entered correctly and are kept up to date;
- (b) an instruction from you to us to process a transaction in relation to a tokenised card constitutes an instruction to us to process or manage that transaction in relation to the stored card and other details represented by that token; and
- (c) you indemnify us against any loss that we suffer as a result of any error made by you in entering, selecting the token ID or in entering card and other details prior to tokenisation or any failure by you to keep such details up to date, except to the extent the loss is caused by our fraud, negligence, or breach of our obligations under the agreement.

8. Virtual Terminal payments

The Virtual Terminal function on BNZ Pay Online allows you to manually enter card details into the merchant portal to process a card transaction where the card and cardholder are not physically present. BNZ Pay Online also allows you to submit multiple transactions for processing at the same time through the batch payments service.

You acknowledge and agree that:

- (a) Virtual Terminal transactions are card-not-present transactions and carry a higher risk of fraud, unauthorised use, chargebacks and disputes than transactions where the card and cardholder are physically present;
- (b) you must only use the Virtual Terminal function where you have obtained the cardholder's authority to process the transaction and you have taken reasonable steps to verify the identity of the customer and the legitimacy of the transaction;
- (c) unless we agree otherwise in writing, you must only obtain card details for a Virtual Terminal transaction directly from the cardholder over the telephone;
- (d) you must not ask a cardholder to provide card details by email, text message, chat, messaging application or any other electronic method that is not approved by us in writing;
- (e) you must not record, store, copy, photograph, screenshot, retain or otherwise keep card details in any form or on any system, device, paper record or premises, except to the extent expressly permitted by the Master Terms, card scheme rules, card data regulations or by us in writing;
- (f) if card details are recorded or retained during your interaction with a cardholder, you must ensure that those details are securely destroyed immediately after the details have been entered into the merchant portal and are no longer required for the transaction;

- (g) you are responsible for ensuring that each merchant portal user who uses the Virtual Terminal function is authorised, trained and supervised appropriately, and only uses the function in accordance with these terms and conditions, the Master Terms, any user guides, card data regulations, card scheme rules and any directions we give you;
- (h) you must maintain appropriate policies, procedures and controls for Virtual Terminal transactions, including controls to prevent unauthorised access, misuse, excessive refunds, duplicate processing, fraudulent transactions and the improper handling of cardholder data;
- (i) you are responsible for the accuracy of all card details, transaction amounts, descriptions, references and other information entered into the merchant portal when using the Virtual Terminal function;
- (j) an instruction submitted through the Virtual Terminal function using the credentials of a merchant portal user will be treated as an instruction given by you or with your authority;
- (k) we may impose, vary or remove limits, restrictions or conditions on your use of the Virtual Terminal function, including limits on transaction values, refund values, transaction volumes, users, transaction types or approved use cases;
- (l) we may suspend, disable or withdraw your access to the Virtual Terminal function, or decline to process any Virtual Terminal transaction, where we reasonably consider it necessary to manage fraud, security, operational, legal, regulatory, card scheme, card data or reputational risk, or where required by the proprietor or any card scheme; and
- (m) you must notify us immediately if you become aware of any suspected or actual unauthorised use, misuse, compromise, fraud, data breach, error or other issue connected with the Virtual Terminal function.

Additionally, when using the batch payments service, you also acknowledge and agree that:

- (n) you will be taken to have requested authorisation and processing of all transactions in the batch data file once the file is successfully uploaded and submitted for processing in the required format via the merchant portal;
- (o) you must ensure that all batch data entered into the merchant portal is accurate, complete, current, correctly formatted, not duplicated, and submitted in accordance with these terms and conditions, the Master Terms, card scheme rules, card data regulations, any user guides and any directions we give you;
- (p) you must review any information made available to you in connection with the batch payments service on the merchant portal, reconcile processed transactions against your own records, and notify us promptly of any error, inconsistency, missing transaction, duplicate transaction, unauthorised transaction or other discrepancy.

9. Privacy

You acknowledge that BNZ Pay Online is provided using a third-party gateway provider, and that personal information may be shared with that provider and other parties involved in processing payments or supporting the service.

If required personal information is not provided, we may be unable to provide BNZ Pay Online or process transactions.

You must ensure that you have the right to provide any personal information in connection with BNZ Pay Online and take reasonable steps to ensure individuals are aware of how their personal information will be handled.

Further information about how BNZ handles personal information, including rights of access and correction, is set out in [BNZ's Master Privacy Policy](#).

