

Remote Access Management (RAM)



The RAM website provides information about your remote access management facility, as such, term is defined in the Merchant Agreement between you and the Fiserv entity providing Merchant Solutions. Use of this facility is subject to these terms, the general terms for use of the website and the Merchant Agreement. If you do not agree, please do not use the website. To the extent of any inconsistency between these terms, the general terms for use of the website and the Merchant Agreement as regards to your rights to and use of RAM, these terms will prevail followed by the Merchant Agreement.

1. Access

- (a) You may use the username and password that we allocate to you (User ID) to access RAM. You must not disclose your User ID to anyone else and you must keep your User ID in a safe place where it cannot be accessed by anyone else. The User ID may only be used by you to access the website. Any other use of your User ID is prohibited.
- (b) You must not: (i) allow anyone else to use your User ID; (ii) use anyone else's User ID without permission; (iii) knowingly transmit any virus or other disabling feature to or through telstra.com; or (iv) attempt to do any of these things or permit another person to do any of these things.

2. Information

- (a) The information contained on the website will be updated once every 24 hours. As a result, the website may not contain information relating to all transactions.
- (b) All information provided to you on the website is for informational purposes only. If there is any inconsistency between the information contained on the website and

the settlement amount that is deposited in your account, then the settlement amount deposited into your account prevails. You should verify all information contained on the website before you rely on it.

3. Liability

- (a) Except as set out in the next paragraph, Fiserv excludes all terms and warranties of any kind, express or implied, whether statutory or otherwise, relating in any way to the website, these terms and their subject matter.
- (b) Where any Act of Parliament implies in these terms, any term and that Act voids or prohibits provisions under a contract which exclude or modify the operation of such term, the term is taken to be included in these terms. However, Fiserv liability for breach of such term will, if permitted by law, be limited to (at Fiserv option): (i) resupplying the services; or (ii) the payment of the cost of resupplying the services.
- (c) Except as set out in the previous paragraph, Fiserv excludes all liability for loss or damage of any kind, however caused, in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to the website, these terms or their subject matter.

4. Termination

- (a) You may stop using the website at any time, for any reason.
- (b) Fiserv may stop making the website, or a part of the website, available at any time, for any reason.

5. Changes to These Terms

- (a) We may change these terms at any time by posting the changes to these terms on the website. If we change these terms, you may choose to stop using the website. Any use of the website after we post changes to these terms on the website will be governed by the varied terms.



6. Copyright

- (a) The information and material contained in this website (including all website design, text, graphics, the selection and arrangement thereof and all software compilations, underlying source code, software and all other material) are copyright of Fiserv or its content and technology providers, except in so far as, individually stated on particular material or items.
- (b) You may view the site and download any part(s) of it to a computer for viewing for the purposes set out in the Merchant Agreement, but you are not permitted without our permission (i) to store it or any part of it other than for the purposes set out in this paragraph; (ii) to print out copies except for viewing for the purposes set out in the Merchant Agreement; or (iii) to reproduce, copy or transmit it (or any part of it) in any other way for any purpose or in any other medium. You are also not entitled to alter (other than to download in accordance with this paragraph in an alternative format/application) or adapt the content in any way, in any form, by any process without the written consent of Fiserv.

7. System Requirements

- (a) You are responsible for ensuring that you have procured all necessary system requirements and specifications to ensure the performance of the website on your IT systems.

8. Goods and Services Tax (GST)

- (a) Unless otherwise expressly stated, all amounts shown on the website are inclusive of GST.

9. General

- (a) These terms are governed by the law in force in the state of New South Wales, Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them for determining any dispute concerning these terms.



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