



The **Mobile
Revolution!**

merchant application form

standard & Point Of Sale (POS)

Version 3.1

revised 28 February 2011

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ABN 82 107 753 613

Instructions:

1. Fill in the Application Form
2. Sign the form
3. send ALL 7 pages of application form by fax, courier or mail to:

mHITs Limited
PO Box 602
CURTIN ACT 2605
TEL: 02 6223 2023
FAX: 02 6112 8071

If you have any queries in completing this application, please email info@mhits.com.au.

mHITs Merchant Application

This application form is for the **standard** and **Point Of Sale (POS)** mHITs merchant facility.

standard merchant

The standard merchant account should be used for any merchants who sell products or provide services but do not require instantaneous payment notification at the point of sale. This can include standard payments for accounts and services but can also include simple online stores where orders are processed and shipped manually. Instantaneous payment confirmation at the point of sale is not necessary for these merchants as orders are processed and goods dispatched manually.

The merchant receives an email confirmation each time an order is received via their mHITs merchant payment facility. The email includes details of the purchaser including name, address, contact details and the details of their order which may be conveyed in the <ref> field of the mHITs purchase sms.

An optional SMS can also be sent for each transaction notification. Charges apply.

Point Of Sale (POS)

The Point Of Sale (POS) merchant account should be used for instantaneous payment notification. As well as email notification, for the POS option, the mHITs mPOS terminal automatically prints a transaction receipt every time a successful payment has been received. The receipt includes some of the user's details including their mobile number, account name, amount, and order details if supplied.

For further information and details on how to add and promote mHITs as a payment service for your business, see the **mHITs user guide** which can be downloaded from the mHITs website under the Merchants page.

Please complete the sections in the following pages.

For further details contact:

mHITs Limited

Level 1 Melbourne Building
43-45 Northbourne Avenue
Canberra City ACT 2601
T: 02 6223 2033
F: 02 6112 8071
E: info@mhits.com.au

mHITs merchant application form - standard

General Business Information				
Please tick business type	Sole Trader <input type="checkbox"/>	Partnership <input type="checkbox"/>	Private Company <input type="checkbox"/>	Public Company <input type="checkbox"/>
Company name	(if Sole Trader or Partnership indicate individual's names)			
Trading name				
ACN		ABN		

Address Details			
Business address			
State		Postcode	
Postal address (if different from above)			
State		Postcode	
Main contact number	()	Fax	()
Email address			
Website address			

Authorised Contact Person			
Name			
Position			
Contact number	()	Fax	()
Mobile			
Email address			

Merchant management and notification information										
Authorised mHITs merchant mobile number(s) (for performing mHITs merchant transaction functions)	0	4								
Merchant SMS notification required (Y / N) (charges apply)										
Email address for mHITs merchant purchase notifications										
Merchant nickname (requests will be considered but cannot be guaranteed)										

Merchant facility type	
Please tick merchant account type	Standard <input type="checkbox"/> Point Of Sale (POS) <input type="checkbox"/> (setup fee, 12 month contract & monthly rental fees applies)

General Business Information (optional)	
What is your main business activity?	
How long has your business been trading?	
What is your industry type?	
How many employees does your business have?	
How did you hear about mHITs?	

disclaimer

Information, content, products or services delivered by mHITs comes via third parties.

While mHITs will use its best endeavours to ensure that the information is correct at the time it is provided, mHITs can not and do not represent, endorse or guarantee the accuracy or reliability of any of the information contained on, distributed by, purchased, procured, downloaded or accessed from this site.

To the full extent permitted by law, mHITs and its officers, employees, agents and associates exclude all liability for any loss or damage (whether direct, indirect, special or consequential) which may be suffered or incurred from the use of, or reliance upon, the information contained on, distributed by, purchased, procured, downloaded or accessed from this site.

In particular, mHITs accepts no liability for loss of business, personal distress, inconvenience or any other damage associated with or resulting from accessing, procuring or downloading the information, products or service on this website or through use of mHITs services.

Any warranty or condition that would otherwise be implied in this agreement is excluded to the full extent permitted by the law. Where statute implies any condition or warranty in relation to your use of this website and that statute prohibits and exclusion or modification of that then, then that term is included in these conditions.

However, the liability of mHITs is limited, at your option, to one of the following:

- (a) if the breach relates to goods:
 - (i) the replacement of the goods or the supply of the relevant goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired;
- (b) if the breach relates to services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having those services supplied again.

reliability and performance are not guaranteed

mHITs obtains products and information from third parties and cannot guarantee the reliability or performance of this information. In particular it advises that:

- (a) handsets must support short message services (SMS) in order to accept the information that is downloaded;
- (b) the information downloaded or otherwise obtained from this website will operate only on a phone connected to the GSM network and/or the Orange CDMA network and may not work outside Australia;
- (c) information is delivered to handsets via third party telephone operators and therefore delivery can not be guaranteed.
- (d) some products and services may contain expiry dates. You acknowledge that by purchasing products and/or services from mHITs, you accept the terms of these expiry dates.

acknowledgement of copyright

This mHITs website and its contents are subject to copyright under the laws of Australia and by international treaty. By accessing this website and the mHITs service, you agree to comply with these laws. This means that you may not reproduce, copy, transmit, adapt or otherwise infringe the copyright in the whole or part of this website for any purpose otherwise than as allowed by this agreement or under the law.

choice of law

By using mHITs you accept that any disputes about the mHITs service or the information contained on the mHITs website are to be determined by the law and courts of the Australian Capital Territory. All information transfers from this website shall be deemed to have taken place within the Australian Capital Territory.

The information provided on this website is supplied in accordance with the laws of the Australian Capital Territory and the Commonwealth of Australia. If you access the mHITs service site from overseas, you do so on your own responsibility and you alone will be responsible for complying with the law where you are located.

privacy policy

mHITs is committed to protecting your privacy. However, in order to reduce the usage cost of our products and services and make them as effective as possible, mHITs does need to collect and collate certain information and provide that information to advertisers. This policy statement outlines the conditions under which this information gathering process will take place.

Except as required by law or necessity, mHITs will not sell, trade or otherwise disclose to third parties any personal information derived from the registration for or use of the website without the express consent of the person concerned.

marketing policy

mHITs may collect personal information as outlined below. This information may be used to market or promote new services and products that we believe may interest you. This marketing will be by way of an email or SMS for each product or service.

IP addresses

mHITs servers automatically record IP addresses along with which pages were visited within the mHITs site and which information is previewed. This information is important to maintain and improve the mHITs website and locate problem areas within our servers. No personal details are recorded with this information.

Information about total service utilisation or website usage is collected and aggregated and may be revealed to advertisers. However at no time will personal or individual information be made available to advertisers. mHITs servers may log the last site you visited before the mHITs website. This is done to best determine how to promote the mHITs website. The information is recorded anonymously and will not be disclosed without your express permission.

mHITs merchant application form - standard

mHITs reserves the right to record IP addresses and other user-identifying information in order to prevent improper or illegal conduct or conduct that otherwise violates this agreement.

cookies

A cookie is a packet of information sent from mHITs servers to your computer that may be returned to the mHITs website on a subsequent visit.

mHITs uses cookies to remind us of who you are, to allow us to tailor our site to suit your needs and to ensure that you receive the proper information from our databases while you visit our site.

mHITs may sometimes pass on the information gained from the use of cookies to advertisers. However, we will always ensure that such information is anonymous.

staff and contractors

mHITs requires all staff to sign non-disclosure agreements and to abide by the principles of this privacy policy. If contractors or other third parties are engaged to perform tasks on our behalf, mHITs will ensure where possible that all information is provided anonymously. Where this is not feasible, mHITs will require that contractors or other third parties sign non-disclosure documents or otherwise deal with any information gained in the course of their duties in a manner that is consistent with the principles of this privacy policy.

registration and contests

The mHITs registration procedure requires that you provide certain demographic and other information. mHITs uses this information to better customise the content of the mHITs website to suit your needs and interests. mHITs may also share this information with advertisers, although only on an aggregate basis. The same principles apply to any information collected through online contests and surveys.

security

mHITs has put in place security measures designed to ensure the security and integrity of all information under our control. mHITs will use its best endeavours to ensure that these measures are kept up to date.

mHITs terms and conditions of use (Merchants)

Usage of the mHITs service is subject to the following terms and conditions. When you apply for a merchant account with mHITs, you agree to these terms and conditions.

1. Application subject to acceptance

Your registration application for mHITs is subject to acceptance by mHITs. To process this application and establish your account, mHITs will ask you for certain details. Acceptance of your application will occur when you receive your login and other account details.

2. Identity

Your mobile number and your SIM card are used to identify you as a registered mHITs customer. This number is also used for performing transactions on your mHITs account. When mHITs receives order from your mobile number, we will assume that these transactions are requested by you, that you have authorised these transactions, and that you accept complete responsibility for all transactions made against your mHITs account as a result.

3. Security of your SIM card

By registering with mHITs, you accept responsibility for the security of your SIM card and mobile handset. If your handset and/or SIM card is/are lost or stolen, you must cancel or suspend your mobile service immediately to prevent un-authorised use of your mHITs service. You must also suspend your mHITs service immediately by notifying us at register@mhits.com.au

4. Responsibility for usage

You will be responsible for all service charges and calls made from your mobile telephone along with any other conditions according to the terms of your current network provider. This includes the cost of any SMS messages or any other order method which is billed to you by your network provider.

5. Loss or Damage

Subject to the Trade Practices Act and other laws, mHITs is not liable for any cost, loss, liability or damage, whether direct or consequential arising out of mHITs supply, delay or failure to supply products or services.

6. Coverage not guaranteed in all areas

The mHITs service may not cover all geographical areas in Australia. Coverage is determined by the relevant network provider of your service. However, even within the coverage areas, some local conditions could prevent or interfere with reception.

7. Cancellation of service

You may request suspension or cancellation of your mHITs service at any time. You must send your cancellation request along with your mobile number, and login password to register@mhits.com.au. mHITs will action your request as soon as reasonably possible after receiving it. If you have an mPOS terminal and are within the minimum 12 month rental contract term, mHITs may charge you for processing a request to cancel the mHITs service equivalent to the balance remaining on your contract.

8. Limitation of service

Only one mHITs user account and one merchant account are permitted per mobile number. The mHITs service is only available to users with an Australian mobile phone number and Merchants who operate their service in Australia. mHITs does not guarantee transactions initiated from overseas (via global roaming) will be processed.

9. Password

You agree to keep your mHITs password private. mHITs will not be liable for any misuse of your mHITs service by any unauthorised person. You are advised to delete from your handset/SIM card any sent SMS requests for products or services ordered through the mHITs service.

10. Change of mobile number

mHITS merchant application form - standard

If you transfer ownership of your mobile number to another person, you must cancel your mHITS account. Failure to do this may allow transactions to be made against your mHITS account.

11. Transfer of mobile number

You must cancel your mHITS account and service immediately if you transfer ownership of your mobile phone number or SIM card. You accept full responsibility for any transactions which are applied to your mHITS account as a result of not cancelling this service. Cancellation requests should be sent by email to register@mhits.com.au and include your mobile number and mHITS password.

12. Other providers

You understand that you may purchase products and services from other authorised distributors and using other payment methods.

13. Order requests

You understand that requests from your mobile handset to mHITS will cause the mHITS system to debit funds to the value of the transaction, product or service from your mHITS account.

14. Products and services offered by mHITS

Products and services offered by mHITS may vary from time to time. mHITS reserves the right to add or withdraw products and services at any time. These products and services or links to these products or services may be displayed on the mHITS website at www.mhits.com.au. Prices for products and services are subject to change without notice.

15. mHITS right to suspend or cancel service

mHITS reserves the right to suspend or cancel your mHITS account if any of the details you have provided are not correct, or when we receive more than three consecutive requests for which payment is rejected. mHITS will not be liable for any loss that you may suffer as a result of such events.

mHITS' liability for any loss suffered by you as a result of any act or omission by us is limited to crediting your mHITS account and refunding any amounts that mHITS has wrongfully debited. Where you consider that a transaction has resulted in a debit that has been initiated incorrectly you should take the matter up with the mHITS support team at support@mhits.com.au.

mHITS will not be liable for any consequential loss suffered by you from any act or omission by mHITS in complying with an order request from you. You also acknowledge that mHITS is not in any way liable to you or any third party for any claims resulting from your acts or omissions, or the acts or omissions of any third party, and you indemnify us for any loss that mHITS may suffer as a result of such claims.

16. Fees and Charges

mHITS reserves the right to charge fees for using the mHITS service. Fees will be posted on the mHITS website at www.mhits.com.au. All registered mHITS users will also be contacted via email.

17. Point Of Sale mPOS terminal charges

Additional charges and contract usage term apply for the mPOS terminal option. This includes a setup fee of \$200 payable in advance. Monthly terminal rental fee of \$35 applies with a minimum 12 month contract term. Minimum total cost \$620.00. Monthly rental charges will be automatically deducted from the mHITS merchant account.

The mPOS terminal remains the property of mHITS at all times. Merchants are responsible for maintaining the mPOS terminal in good working order subject to normal wear and tear and usage. mHITS reserves the right to charge merchants for the cost of a lost, stolen or damaged mPOS terminal. mHITS will be responsible for replacing and/or repairing defective terminals.

18. GST

Unless specified otherwise, all charges and fees include GST.

19. Variation of Terms and Conditions

mHITS reserves the right to vary the terms and conditions without notice. Changes will be posted on the mHITS website at www.mhits.com.au. All registered mHITS users will also be contacted via email.

signature

By signing this application form I agree that I have read, understood and agree to the above the disclaimer and privacy policy.

Signature			
Print name			
Position			
Date			
Office Use only	Merchant ID		Nickname