



The **Mobile  
Revolution!**

# merchant application form

## Point Of Sale (POS)

**Version 4.0**

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ABN 82 107 753 613

### **Instructions:**

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

mHITs Limited  
Canberra Technology Park  
49 Phillip Avenue WATSON ACT 2602  
TEL: 02 6223 2033  
FAX: 02 6242 5090

If you have any queries in completing this application, please email [info@mhits.com.au](mailto:info@mhits.com.au).

# mHITs Merchant Application – Point Of Sale

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	(for 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		Website	

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

Merchant ID information												
Authorised mHITs merchant mobile number (for performing mHITs merchant transaction functions)	0	4										
Merchant nickname (requests will be considered but cannot be guaranteed)												

Venue Details (used for display on mHITs website)				
Venue address (required for map location – please include building or mall names if applicable)	Tick if same as business address <input type="checkbox"/>			
State		Postcode		
Contact number	( )	Fax	( )	
Email		Website		
Trading hours	Mon		Tues	
	Weds		Thurs	
	Fri		Sat	
	Sun			

Banking details (optional)			
Automatic banking of funds required ( Y / N ) (performed monthly, \$100 minimum balance required)			
Bank		Account name	
BSB		Account number	

Execution			
By signing this application form I agree that I have read, understood and agree to the terms and conditions of use.			
Signature			
Print name			
Position		Date	

Office Use only	Date received	Merchant ID										
Checked info	Data entered	Test login	Test POS terminal	Sent info pack	Deliver / install							
Approved by	Activation date	Copy sent to Merchant	password									

# mHITs Merchant Terms and Conditions of use

## 1. INTERPRETATION

- (a) The "mHITs system" which is the service the subject of this agreement is also described in this agreement as "the service";
- (b) "mHITs Limited" is described in this agreement as "mHITs" and "we" and "our" and "us" have equivalent meaning.

## 2. COMMENCEMENT AND DURATION

- (a) This agreement will commence on the commencement date and will continue indefinitely

## 3. USE OF THE "mHITs" SYSTEM (the service)

- (a) Whilst the Merchant is not in default of this agreement, the Merchant has the right to use the "mHITs system" (the service) for the ordering and supply of any goods legally for sale in Australia in accordance with the terms of agreement;
- (b) "mHITs" has a target of 99% availability of the service;
- (c) We will use all reasonable endeavours to provide the service from the commencement date on the basis that the merchant acknowledges and accepts that provision of the service is subject to the following; that:
  - (i) This is a technology based service and that from time to time delays may occur
  - (ii) The nature of mobile telecommunications makes it impossible to provide a fault-free service and the quality and coverage of the service depends partly on each consumer's mobile phone, partly on telecommunications networks to which our application is connected or connects;
  - (iii) Faults may lead to temporary unavailability of the service;
  - (iv) Coverage and services can be adversely affected by radio interference, atmospheric conditions, geographic factors, network congestion, maintenance, outages on other networks or other operational or technical difficulties which means that the merchant may not receive some or all of the service in certain areas or at certain times;
  - (v) Coverage and services may also change with network expansion or reconfiguration;
  - (vi) The merchant must not use the service for any abusive, illegal, or fraudulent purpose;
  - (vii) We may require the merchant to stop using the service immediately if we believe that it could cause any interference (of which we will have sole discretion) or the merchant has used it to *spam* mobile phone users or if it is not approved for use in connection with the service;
  - (viii) Using or agreeing to use the service does not give the merchant any rights in any part of the service;
  - (ix) If the merchant does not use the service in accordance with the terms of this agreement (as determined by us at our sole discretion) we may restrict or suspend the merchant's use of the service and may at our sole discretion terminate the service (which will be a termination arising from the merchant's breach of the agreement)

## 4. TERMINATION

- (a) We may disconnect the service and without recourse from the merchant:
  - (i) If any of our rights to operate our network are ended or suspended or any Interconnection agreement with any supplier is ended; or
  - (ii) Any other reason we believe that it is appropriate to do so; and, in either case the merchant's liability for service fees will be up to and including the date of disconnection.

## 5. LIMITATION OF LIABILITY

- (a) Except as provided in this agreement, no warranty, expressed or implied is given or assumed by "mHITs";
- (b) The merchant acknowledges that there are elements of the service beyond our direct control such as the telco infrastructure, that means we cannot guarantee the uninterrupted operation of the service;
- (c) Notwithstanding any other provision in this agreement we are not responsible for any service interruption, downtime, or consequential losses including loss of income or any indirect or consequential loss of whatever nature, howsoever caused and we shall not have any liability for, or in connection with:
  - (i) Any costs incurred by the merchant;
  - (ii) Any sale of goods;
  - (iii) Any losses whatsoever arising from the use of the service (including in relation to non performance or downtime of the service and any directions given by "mHITs" for the proper use of the "mHITs system") nor for payment of compensation in relation thereto;
- (d) Nothing in this clause confers any right or remedy upon the merchant to which it would not otherwise be entitled;
- (e) We have no responsibility for the content of any messages sent or received pursuant to the service. The merchant acknowledges that we may have a duty to comply with certain codes of conduct in relation to such messages and the merchant acknowledges that the content of messages must be strictly controlled so as not to give rise to legal consequences and the merchant expressly agrees that it is responsible for its employees and agents who, whether authorized or not by the merchant, uses or misuses the service;
- (f) The merchant is responsible for all the costs of running and operating the "mHITs system" including connection to the telco infrastructure and the costs in connection therewith.

## 6. FORCE MAJEURE

- (a) We will not be liable for any delay or failure of the service or for any loss or damage in relation thereto to the extent that it was caused, in whole or part, by an act of god, war, terrorism, civil disobedience, riots, strike, industrial stoppage or unrest, fire, volcanic eruption, earthquake, shortage of suitable labour, materials, equipment or energy or any other event beyond our control.

## 7. INDEMNITY

- (a) The merchant hereby indemnifies "mHITs" in respect of any liability howsoever arising from or in connection with a breach of this agreement by the merchant including without limitation any failure of the merchant to comply with its obligations in relation to the use of the service.

## 8. GENERAL

- (a) The merchant agrees to follow our instructions about the use of the service with a view to assisting the merchant to meet its responsibilities for its use.

## 9. JURISDICTION

- (a) This agreement shall be governed and construed in accordance with the laws of Australia and shall be subject to the jurisdiction of the courts of the ACT

## 10. OWNERSHIP

- (a) Any software, hardware and associated accessories supplied by mHITs Limited remains the property of mHITs Limited.
- (b) For disconnection and removal of the service, Four weeks notice must be given to mHITs Limited.

## 11. PRODUCTS AND SERVICES

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](http://www.mhits.com.au). Prices for products and services are subject to change without notice.

## 12. FEES AND CHARGES

mHITs reserves the right to charge fees for using the mHITs service. Fees are posted on the mHITs website at [www.mhits.com.au](http://www.mhits.com.au). All registered mHITs users will also be contacted via email.

## 13. GST

Unless specified otherwise, all charges and fees include GST.

## 14. 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](http://www.mhits.com.au). All registered mHITs users will also be contacted via email.