

# Merchant Operating Guide

LatitudePay and LatitudePay+

Updated: March 2021

## PART A PROGRAM FEATURES

### 1 Contact Details

LatitudePay website [www.latitudepay.com](http://www.latitudepay.com)

<b>MERCHANT ENQUIRY TYPE</b>	<b>CONTACT INFORMATION</b>	<b>HOURS OF AVAILABILITY (Est*)</b>
Online Help Centre	<a href="https://support.latitudepay.com/hc/en-au">https://support.latitudepay.com/hc/en-au</a>	24/7
Email	<a href="mailto:support@latitudepay.com">support@latitudepay.com</a>	Mon-Sat 9am to 7pm

<b>CUSTOMER ENQUIRY TYPE</b>	<b>CONTACT INFORMATION</b>	<b>HOURS OF AVAILABILITY (Est*)</b>
Online Help Centre	<a href="https://support.latitudepay.com/hc/en-au">https://support.latitudepay.com/hc/en-au</a>	24/7
Email	<a href="mailto:help@latitudepay.com">help@latitudepay.com</a>	Mon-Sat 9am to 7pm

Except Christmas Day, Good Friday and New Year's Day or as otherwise advised.

These times may alter during daylight savings periods

## 2 INTRODUCTION TO LATITUDEPAY

This Merchant Operating Guide (MOG) is the “Operating Guide” referred to in your Merchant agreement with LatitudePay.

The MOG is to be used by Merchants whenever dealing with LatitudePay and LatitudePay+ and includes important information about:

- Advertising and promoting LatitudePay
- Processing transactions
- Training staff to enable them to comply with these procedures.
- Consequences in failing to meet Compliance and Operating guidelines

All Merchants must comply with the procedures outlined in this document, and LatitudePay sales will be processed in accordance with this document.

In this document all references to “Merchants” include both Merchants and Merchants’ staff, unless otherwise stated.

### 2.1 LATITUDEPAY and LATITUDEPAY+ OVERVIEW

**LatitudePay** is a buy now pay later payment method allowing your customers to buy what they need and pay off the purchase over 10 weekly instalments.

Customers can be approved for a limit of up to \$1,000 and with positive repurchasing behaviour can achieve a limit up to \$1500.

There are no joining fees, ongoing fees or interest payments for LatitudePay. There is a late fee for missed payments charged to customers.

**LatitudePay+** is a buy now pay later payment method that provides flexibility with terms of 6, 12, 18 or 24 months, repaying on a monthly basis over that period.

Customers approved for LatitudePay+ can receive a limit of up to \$10,000.

LatitudePay+ has no joining fees or interest payments. There is a monthly fee while the account is active, as well as a late fee for missed payments charged to customers.

Our integration options mean your customers can use LatitudePay and LatitudePay+ both in-store and online.

LatitudePay provides options to assist you in promoting your goods and services to LatitudePay’s customers as well as to your own.

Customers will apply for and be approved by Latitude and LatitudePay+ before making a purchase in-store, so they can be approved and ready to make their first purchase prior to checkout. When a customer pays using LatitudePay, they pay over 10 weekly instalments. The first instalment is debited once the transaction has been approved, followed by nine weekly payments automatically taken from the customer’s selected credit/debit card.

### 2.2 LATITUDEPAY PORTAL <https://app.latitudepay.com/>

#### 2.2.1 FEATURES AND FUNCTIONALITY

The LatitudePay portal is the central dashboard for managing everything LatitudePay. Here you can process customer payment plans, find transactions, view statements and produce reports.

### 2.2.2 ACCESS

Access the LatitudePay portal via <https://app.latitudepay.com>, which is a secure website with statutory banking security encryption. To access the LatitudePay portal, you'll need to be set up with a username and password. Please contact your LatitudePay representative for further information or contact [support@latitudepay.com](mailto:support@latitudepay.com).

### 2.2.3 AVAILABILITY

We make commercially reasonable efforts to make the LatitudePay merchant portal available seven days a week 24 hours a day. Sometimes, we may run planned updates, and during this time we can't guarantee access. Where reasonably practicable, we will provide notice of updates, downtime and scheduled maintenance and use reasonable endeavours to ensure that they occur during non-peak times.

### 2.2.4 API INTEGRATIONS

Please refer to the Integration guide and your internal processes if LatitudePay merchant portal is accessed via your own organisation's systems.

## 2.3 ACCOUNT ACTIVATION

Customers must create and activate their LatitudePay account before creating payment plans.

The customer activates their account by completing online identity verification and adding a valid debit/credit card via Latitudepay.com

If the customer has not activated their account and attempts to process a transaction in-store or online, the customer will be prompted to complete the sign-up process before making a purchase.

## 2.4 TERM OF LATITUDEPAY PAYMENT PLAN

Each plan requires the customer to agree to a Payment Plan Agreement – this document sets out the instalment amounts and frequency of payments. When customers are approved, they are sent a contract via email in PDF format.

Customers apply for either “shop small” plans that consist of 10 weekly instalments in which to repay their purchase for LatitudePay, or monthly instalments ranging from 6-24 months terms if they want to “shop big” with LatitudePay+

Customers can have multiple plans running concurrently to reflect multiple purchases made at different times.

## 2.5 PAYMENT OPTIONS

Customers make payments via a valid debit or credit card.

Customers can update their card details in their customer portal.

## PART B OPERATING GUIDELINES

### 3 LATITUDEPAY CUSTOMER ENQUIRIES

#### 3.1 CUSTOMER ENQUIRIES

If a customer has any enquiries about their account, they can refer to the LatitudePay website [www.latitudepay.com](http://www.latitudepay.com).

Within the customer portal, they can update and view:

- Valid credit or debit card
- 1 x payment date change per plan
- Current and past plans
- Contact information

#### 3.2 CUSTOMER COMPLAINTS

Disputes regarding a purchase or a refund of a product or a service that the customer has purchased from a merchant must be addressed by the merchant and where appropriate, the Merchant must process a refund or return in accordance with the merchant refund policy and applicable consumer laws

If a customer has a complaint regarding LatitudePay the merchant should refer the customer to Customer Service via [help@latitudepay.com](mailto:help@latitudepay.com) (refer to the Table of Contents for “Contact Details”)

If LatitudePay requests, merchants must provide LatitudePay with copies of any correspondence relating to a customer complaint about goods and/or services transacted on an account or any other assistance LatitudePay may reasonably need to resolve a customer complaint, (provided such provision of information does not breach the merchant’s privacy obligations and Privacy Policy with the customer).

If a customer believes that their complaint has not been resolved they may want to refer the matter to an external dispute resolution service, which independently resolve disputes between consumers and participating financial services providers in Australia.

#### **Australian Financial Complaints Authority**

The contact details for the Australian Financial Complaints Authority are:

Australian Financial Complaints Authority  
GPO Box 3, Melbourne Victoria 3001  
Australia

Phone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

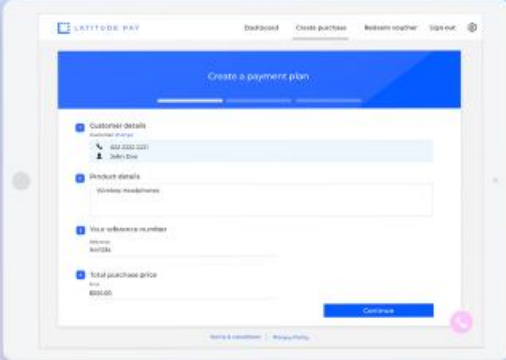
## 4 PAYMENT PLANS AND REFUNDS

LatitudePay accounts are created directly by the customer. Once the customer has set up an account you can process a payment plan/transaction. Payment plans and refunds are processed through the LatitudePay portal via <https://app.latitudepay.com> or via relevant API integrations.

You will need to arrange for login details with your administrator prior to accessing the system.

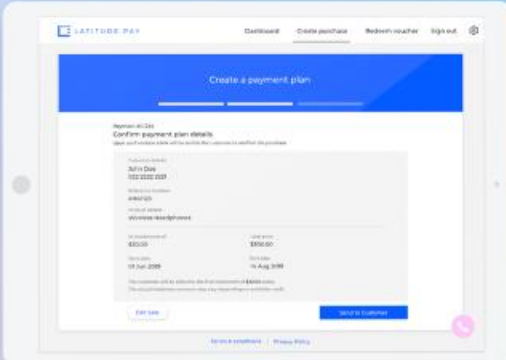
### 4.1 HOW TO COMPLETE A TRANSACTION

1. Enter the customer's phone number and provide purchase details in the portal.



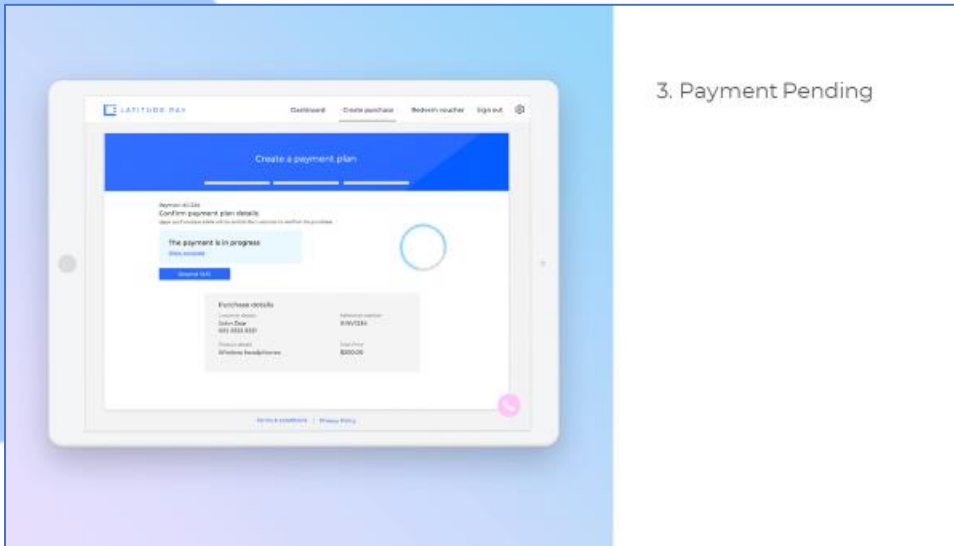
1. Provide the purchase details

2. Confirm transaction details and send to customer.

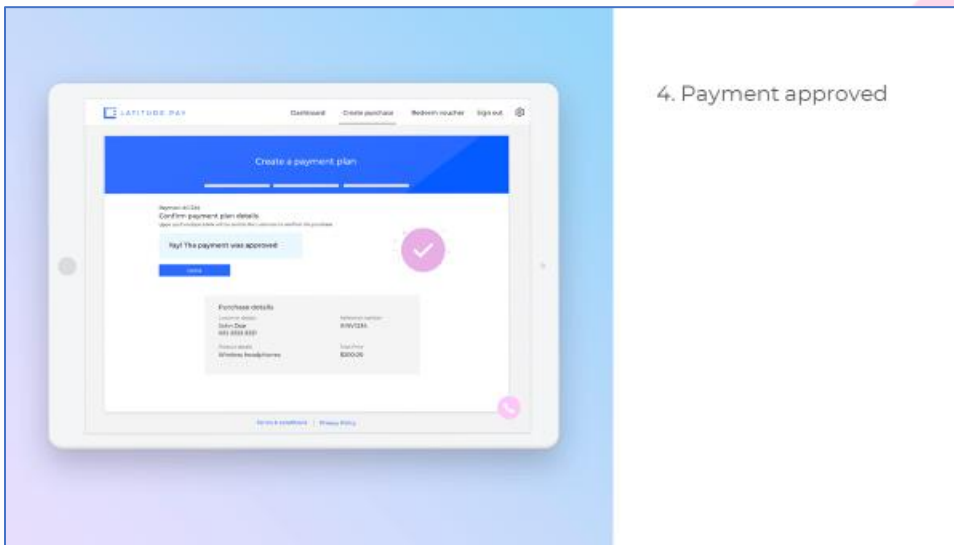


2. Confirm and send to customer

3. The below shows a payment pending, waiting for a customer to accept their plan.



4. The below shows the payment plan has been accepted and paid for by the customer. You may issue the goods.



5. We pay you within two business days of notification of completion of the transaction in full, minus the merchant service fee and the transaction fee, plus GST and any third-party costs.

#### 4.2 LATITUDEPAY RESPONSES

When a purchase plan is submitted, the portal (or API response) will provide one of two responses:

1. Approved
2. Declined

#### 4.3 HOW TO COMPLETE A REFUND

LatitudePay provides refunds in the event that a LatitudePay merchant has approved that refund.

LatitudePay is not responsible for customer returns – if a customer requests a return and returns the goods you should use the LatitudePay portal (or API) to request a refund for the customer.

Merchants must not directly refund a customer, as LatitudePay will refund the customer's money into their account. For security reasons, this is the only way LatitudePay can process refunds or returns.

Note: the process is the same for full or partial refunds.

1. Log in to your merchant account at [latitudepay.com](https://latitudepay.com)
2. Click 'Dashboard' at the top of your screen to access your merchant dashboard, then select the 'View Sales' button on the lower right-hand corner of the dashboard
3. Change the date range to when the customer made their purchase. Filter by searching customer name, mobile number or sales reference number. Click 'Search'. Click on the LatitudePay ID of the purchase requiring the refund
4. The payment plan transaction shows on your screen. Select 'Refund'
5. Enter the amount you wish to refund, the reason and the authorised person. Select 'Refund'
6. You will be asked to confirm the amount being refunded. Confirm this is the correct amount, then click 'Confirm'
7. This will refund the amount required to be repaid to the customer onto the customer's linked payment facility, (based on the amount of the payment plan paid by the Customer to date), typically within 24 hours.

#### 4.4 FINANCE CONSIDERATIONS

LatitudePay may withhold amounts payable under the agreement. Usually this is because:

- LatitudePay is investigating whether a breach of the agreement is occurring or has occurred
- The customer does not exist or denies knowledge of the transaction
- There is a case of merchant fraud
- The merchant did not comply with the agreement or any other reasonable instruction provided by LatitudePay in respect of the service and LatitudePay suffered a loss as a result
- The transaction was submitted in a way that is structured to avoid the merchant's obligations (for example the payment of the fees) under the agreement
- The transaction is illegal or does not comply with the categories of acceptable products and services for which LatitudePay may be used. For more information relating to "unacceptable" categories/products refer to the FAQs in the merchant support section on [www.latitudepay.com](https://www.latitudepay.com)
- The customer, acting in good faith supported by appropriate evidence, establishes a counterclaim, set off etc against a merchant regarding the provision of the services/products.

We encourage customers to contact merchants directly to address any issues and process refunds. It is important that you maintain a fair and transparent returns and refunds policy and process refunds and returns promptly to help avoid disputes with customers.

Reconciliation details including details of refunds processed and any amounts withheld, will be outlined in the merchant's settlement statement which is available in the LatitudePay Portal.

In the event that a refund processed by LatitudePay is disputed by a merchant, you should contact [support@latitudepay.com](mailto:support@latitudepay.com) with appropriate supporting evidence. To ensure any issues are resolved speedily, you must provide all reasonable assistance to facilitate the dispute resolution.



## 5 STAFF TRAINING

Merchants must ensure that all staff involved with processing transactions regularly attend training programs to ensure they understand and comply with these Operating Guidelines.

LatitudePay will provide training materials to conduct the required training programs. The merchants should contact LatitudePay for further training material and more information. Any new policy or procedure documents will be provided via email.

It is your responsibility to ensure that all staff involved with LatitudePay are trained on the most up-to-date policies and procedures. You will ensure staff are available for training and meet LatitudePay training requirements when delivered by various methods including hosted Learning Management Systems and the LatitudePay account management team.

Staff not meeting training requirements can result in consequences (referred to in 6.5 Consequences of non-compliance).

## PART C GENERAL PROGRAM TERMS

The Merchant must use its best endeavours to follow the below requirements regarding compliance with legislation, dealing with the customer and dealing with LatitudePay.

### 6 COMPLIANCE

#### 6.1 ANTI-MONEY LAUNDERING & COUNTER-TERRORISM FINANCING LEGISLATION

We are a "reporting entity" for the purposes of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 ( "AML/CFT Act"). Accordingly, we are required by the AML/CFT Act to collect certain personal information from you (including, but not limited to, satisfactory evidence to enable us to verify your identity). If we require information to satisfy our legal obligations, you must provide the information we request.

- By using the Platform you consent to us collecting your personal information and using it for any purpose associated with your use of the Platform and/or our delivery of the Platform to you including (but not limited to):
- ensuring we comply with our obligations under the AML/CFT Act and other laws; for administrative and credit assessments purposes.
- aggregating your information with the information of others for the purposes of assessing the types of persons using the Platform and determining Platform usage trends.
- sending you push notifications, text messages and/or emails about upgrades, maintenance, features, services or other information relating to your access to, or use of, the Platform (including promotional and marketing information concerning the Platform and/or the products and services of the Merchants).
- In respect of us providing a credit facility and undertaking periodic reviews or for the requirements of the Anti-Money Laundering and Countering Financing Terrorism Act 2009, you authorise us to make credit references and other enquiries within our normal procedures. For this purpose, we may seek from any such source information concerning you.
- You also authorise the collection and disclosure of all information relevant to your accounts including repayment history information from/to any credit reporting agency. Credit reporting agencies may use information disclosed by us to update their credit reporting database, and disclose any information that they hold about you to their own customers as permitted under the Credit Reporting Privacy Code. In addition, we may use any service provided by our credit reporting agencies to receive updates of the information it holds about you.

##### 6.1.1 COMPLYING WITH AUSTRALIA LAW

To comply with Australian law:

- YOU DO NOT need to be aware of all the details of the legislation and regulations governing the prevention of Money Laundering and Terrorism Financing

- YOU DO need to be aware of the key points – and particularly the policies and procedures that are relevant to your role as an intermediary of Latitude.

It is important that both LatitudePay and its intermediaries take these obligations seriously.

**Remember:**

- ✓ Always follow the processes and procedures relevant to your job
- ✓ Make sure that you know what to do if you know or suspect that any illegal activity is taking place

## 6.2 POTENTIALLY SUSPICIOUS MATTERS

Potentially Suspicious Matters are events, patterns of behaviour or transactions that are unusual or that could indicate that a customer is involved in money laundering or terrorism financing.

These can arise when you have reasonable grounds to suspect that a customer, or a potential customer, is involved in criminal or terrorist acts.

### 6.2.1 RED FLAGS

Potentially Suspicious Matters can involve (though are not restricted to):

- A customer is unusually nervous
- A customer doesn't appear to be the person they claim to be
- A customer is unable or unwilling to provide personal background information if required
- A customer provides unusual, suspicious, or falsified identification or income documentation if requested
- A customer discusses our record keeping or reporting duties with the apparent intention of avoiding them
- A customer makes comments about their financial circumstances or intentions regarding the use of the product that makes you suspicious (for example, they intend to pay the debt back immediately or all in cash)
- A customer asks you questions about the product that raise suspicion, such as if or how they can obtain a refund if they put their account into credit.

All of us must be alert to potentially suspicious matters.

LatitudePay must investigate all potentially suspicious matters and where confirmed suspicious, report these to the Australian Transaction Reports and Analysis Centre (AUSTRAC).

These reports must be made within tight deadlines and failure to meet these deadlines could result in regulatory action.

To enable LatitudePay to meet its obligations, it is important that you let us know immediately if you encounter or identify something that is potentially suspicious.

### 6.2.2 TIPPING OFF

If you do identify a potentially suspicious matter, you must never inform an individual that they, or their activities, are the subject of a report to LatitudePay and potentially AUSTRAC, or an investigation into money laundering or terrorism financing.

“Tipping Off”, or informing the wrong people about any report to AUSTRAC related to money laundering and Terrorism financing could compromise an investigation.

“Tipping Off” is an offence under Australian Law, punishable by up to two years imprisonment and/or a fine.

For this reason, you should never inform a customer, or anyone else, that a report has been made about them or their activities and you should never discuss potentially suspicious activities with anyone other than:

- The designated contact at Latitude
- Your manager or supervisor (only where you need assistance with the process)

If information that you provide forms part of a suspicious matter report to AUSTRAC about a customer, your identity will be protected. LatitudePay has developed policies and procedures (“Extension 500”) that articulate the process that you need to follow if you identify potentially suspicious activity. You must ensure you follow these procedures. For more information, consult your LatitudePay Representative.

### **6.2.3 “EXTENSION 500” – RAISING RED FLAGS**

To assist you in meeting your Legislative requirements, LatitudePay has developed a process to ensure you can report any potentially Suspicious activity to us safely and without risk of “Tipping Off” the customer.

Contact LatitudePay on 1300 361 921 and advise our Representative that you need to be put through to “Extension 500”.

The LatitudePay Representative will ask you closed-ended questions to ensure that you can provide us the necessary details without making the customer aware of your concerns.

The LatitudePay Representative will then advise you of the next steps to take and help you manage the situation safely.

## **6.3 COMPLIANCE**

### **6.3.1 FALSE OR MISLEADING INFORMATION**

The National Consumer Credit Code (NCC) provides penalties for anyone who makes false or misleading representations including someone to enter into a credit contract or related transaction.

Merchants who deal with members of the public applying for credit, must not make any false, misleading or inaccurate statements which may induce a customer or prospective customer to enter into any form of credit contract, relationship or transaction with LatitudePay.

Any breaches of this policy must immediately be reported to LatitudePay with full details of the circumstances.

### **6.3.2 HARASSMENT TO APPLY FOR A CREDIT FACILITY**

LatitudePay or a merchant must not harass a person in attempting to get them to apply for credit, or to enter into any credit contract or related transaction.

Harass means any of the following: annoy, bother, persecute, tease, torment. This means, any behaviour that badgers, deceives, shames or induces fear in the customer in order to achieve a sale.

### **6.3.3 POLICY AND PROCEDURE**

It is your responsibility to ensure that all staff involved with LatitudePay have access to and follow the most up-to-date policies and procedures.

Staff not following these policy and procedures can result in consequences (referred to in 6.4 Consequences of Non-Compliance)

## **6.4 CONSEQUENCES OF NON-COMPLIANCE**

LatitudePay will monitor Customer, Merchant and Group behaviours to ensure all LatitudePay operating guidelines, training delivery, policies and procedures and relevant laws and practices are being followed compliantly and in-line with LatitudePay expectations and requirements.

Should LatitudePay discover or be made aware of adverse Customer, Merchant and Group actions LatitudePay can undertake consequence activities and possible remediation including but not limited to the following:

- Suspension or termination of Merchant Staff, Merchant Store or Group from LatitudePay systems and access.
- Termination of LatitudePay agreement
- Further remedial actions, including remediation of customers and recuperation of costs

## **6.5 PRIVACY AND CONSUMER CREDIT**

When dealing with customer's personal information the Merchant must comply with the following:

- The Merchant must not disclose any personal information (being a fact or opinion about an identifiable individual) collected or accessed in connection with a transaction to any person without first obtaining written consent from LatitudePay
- The Merchant must not make records, or allow records to be made, of any personal information
- The Merchant must use their best endeavours to ensure that all personal information is kept under their control and secure from theft, loss, damage and unauthorised access, use and disclosure
- The Merchant must not use any such personal information, except in accordance with these Operating Procedure
- Merchants must immediately notify LatitudePay in writing if they become aware of any actual or potential theft, damage and/or unauthorised use of personal information collected.

## **7 DEALING WITH LATITUDEPAY AND THE CUSTOMER**

### **7.1 DEALING WITH THE CUSTOMER**

When dealing with a customer for the purpose of LatitudePay, the Merchant must ensure the following is

adhered to:

- Maintain a fair exchange and return policy for goods, and adjustments for services
- Provide required service on goods and/or services purchased using a LatitudePay, or direct customers to a manufacturer's authorised service facility
- Not impose any special conditions on, add additional cost or discriminate against, customers who use LatitudePay.

### **7.2 DEALING WITH LATITUDEPAY**

The Merchant must:

- Immediately advise LatitudePay in writing if, for any reason, the Merchant is prevented from operating its business, or its business is affected by any statutory authority
- Provide at least 60 days written notice to LatitudePay of any proposed sale of business, change to the partnership or change in the beneficial ownership of the company's shares
- Provide LatitudePay with copies of their annual audited financial statements (including balance sheet, income statement and statement of cash flows), each certified as true and correct and prepared in accordance with generally accepted accounting standards in Australia, at LatitudePay's request
- Fully co-operate with LatitudePay when a complaint is received by LatitudePay which involves a Merchant, to ensure the complaint is resolved to all parties' satisfaction.