

# Mint Protect Terms & Conditions

- **Mint Protect offers a financial guarantee designed to reduce the financial impact of chargebacks due to:**
- **Supplier Insolvency: Chargebacks arising when a supplier becomes insolvent and fails to fulfill services.**
- **Service Non-Delivery: Chargebacks resulting from non-delivery of agreed services by suppliers.**
- **Fraudulent Transactions: Transactions disputed as unauthorised by the customer.**



## Mint Protect Terms & Conditions

Last updated: 18 February 2025

This Mint Protect Addendum ("Addendum") supplements the Mint Services Agreement ("Agreement") between Mint Payments Ltd (ABN 51 122 043 029) () and the entity or individual (Axis Travel Centre- Priority Portfolio Travel Pty Ltd clients) enrolled in Mint Protect.

This Addendum sets forth the terms and conditions that apply to the Mint Protect service, which provides chargeback protection in addition to the services described in the Agreement. In the event of inconsistencies between this Addendum and the Agreement, this Addendum will prevail.

### 1. Overview of Mint Protect

- Mint Protect is a merchant protection product, not a consumer protection product.
- Chargeback rights and consumer protections are provided directly by the card schemes (Visa, Mastercard, Amex). Clients must initially dispute transactions with their bank, and the bank determines whether the chargeback is valid. Mint does not interact with a client directly; as their role is to assist merchants—such as Axis Travel Centre /Priority Portfolio Travel—in managing chargeback liability.
- Axis Travel Centre / Priority Portfolio Travel does not imply that Mint Protect provides consumer protection or chargeback dispute rights to travelers. Mint Protect role is to protect the merchant on its role in protecting the merchant when they are liable for a chargeback, subject to the terms and conditions.

### 1. Regulatory and Compliance Requirements

- Mint must adhere to AUSTRAC regulations and international financial compliance obligations, including restrictions on financial transactions linked to sanctioned entities or high-risk jurisdictions.
- Transactions involving sanctioned entities or individuals cannot be lawfully processed or protected under Mint Protect due to legal restrictions.

### 2. Protection Against Known High-Risk Destinations

- Countries on DFAT's "Do Not Travel" list or under sanctions are generally considered high-risk due to political instability, financial system collapse, or regulatory restrictions.
- Historical data shows that transactions in these regions carry an increased likelihood of service failures, fraud, or insolvency—scenarios that Mint Protect is designed to manage proactively.

### 3. How This Exclusion is Applied

- Transactions before a country is officially added to the restricted list remain covered.
- The exclusion only applies to transactions made after a country is placed on a sanctions or "Do Not Travel" list.
- If there is uncertainty about a claim due to timing or lack of public knowledge, Mint will assess cases fairly rather than apply a strict denial policy.



Mint Protect is a chargeback protection service from Mint, designed for travel merchants in the jurisdictions Mint operates, reducing the financial risks related to chargebacks.

A chargeback is a request by a cardholder to reverse a payment made with a debit or credit card. It is a form of consumer protection that allows cardholders to dispute a transaction and get their money back if they believe it was incorrect or fraudulent. When a customer disputes a debit or credit card transaction, the card issuer must determine whether to provide that cardholder with a refund for the transaction amount. Chargebacks can be granted to a cardholder for a variety of reasons, with the most common reasons being fraud, friendly fraud and service issues.

Mint Protect offers a financial guarantee designed to reduce the financial impact of chargebacks due to:

- **Supplier Insolvency: Chargebacks arising when a supplier becomes insolvent and fails to fulfill services.**
- **Service Non-Delivery: Chargebacks resulting from non-delivery of agreed services by suppliers.**
- **Fraudulent Transactions: Transactions disputed as unauthorised by the customer.**

Chargeback coverage under Mint Protect specifically applies to chargebacks initiated through the following card schemes:

- Visa
  - Mastercard
  - American Express ●
- EFTPOS

Chargebacks from Mint's gateway-only service, other payment methods, or alternative payment methods (APMs) such as non-card based transactions are excluded from coverage.

## 2. Eligibility Requirements

**Mint Protect is available exclusively to travel agents and tour operators.** Mint reserves the right to determine eligibility for participation in the Mint Protect program based on our internal risk assessment processes. Users must meet specific criteria to qualify for Mint Protect coverage.

## 3. Pricing of Mint Protect

The cost of Mint Protect is incorporated into the overall pricing structure of Mint's services. This reflects Mint's assumption of the additional risk associated with providing chargeback protection and is not a separate line item or additional fee.

For existing users, the fees originally set out in the Agreement will be updated to reflect the Mint Protect additional services. For existing users, this fee adjustment will take effect from the signing date of this Addendum or when the new fees are charged, whichever is applicable. For the avoidance of doubt, users utilising Mint's net settlement capability will be able to access Mint Protect immediately. In contrast, gross settlement users will be able to access from the first day of the following month of signing date.

Mint reserves the right to modify the fee structure with 30 days' notice.

## 4. Risk Management and Security Requirements of Mint Protect

To qualify for Mint Protect coverage, users must comply with the following risk management and security protocols:

- **Fraud Controls:** For a fraud-related chargeback to be covered under Mint Protect, users must implement Mint's recommended fraud prevention settings, including enabling 3D Secure (3DS) on their account. Transactions processed via Mail Order/Telephone Order (MOTO) or transactions where a user chooses not to adopt 3DS on their account will result in those transactions not being covered for fraud-related chargebacks. However, these transactions will still be eligible for coverage under Mint Protect for other types of chargebacks, such as those resulting from supplier non-delivery or insolvency. No additional fees will be charged for Mint's fraud tools if utilising the Mint Protect service. ● **Customer Terms and Conditions:** Users must provide transparent, terms and conditions to customers, which must explicitly state that the user is acting as an agent only, and is not the airline, cruise company, or service provider. This means that the user is facilitating the booking or transaction but does not assume responsibility for the services provided by third parties. These terms must be acknowledged by customers before any transaction. Failure to comply may disqualify the user from Mint Protect coverage.
- **Supplier List and Updates:** Users are not required to submit a supplier list at onboarding. However, Mint

reserves the right to request a current supplier list as part of enhanced due diligence measures and during regular annual reviews. Users must provide this information upon request and within the timeframe specified by Mint. Failure to provide a supplier list when requested may result in a reassessment of Mint Protect eligibility.

**Transactions involving suppliers known to be in voluntary administration will not be covered by Mint Protect for transactions occurring from the date the supplier enters voluntary administration onward.**

Transactions processed before the supplier entered voluntary administration will remain covered under Mint Protect, provided all other eligibility criteria are met.

- **SupplierRestrictions:** Mint reserves the right to restrict coverage for specific suppliers based on risk assessments. Users will receive electronic notice of any such restrictions. Mint will publish a list of excluded suppliers, if any, on its website but will not unreasonably exclude suppliers. For suppliers added to the Mint Protect excluded supplier list, coverage will exclude only transactions occurring from the date the supplier is added to the excluded list onward. Transactions processed prior to the supplier's addition to the excluded supplier list will remain covered, provided all other eligibility criteria are met.
- **Restricted Countries:** Chargebacks related to transactions where the customer's travel location or the supplier's location involves countries that appear on the "Do Not Travel" list by the Department of Foreign Affairs and Trade (DFAT) on [SmartTraveller.gov.au](https://www.smarttraveller.gov.au), the United Nations Security Council (UNSC) sanctions list, Australia's Sanctions list published by DFAT and New Zealand's Sanctions list published by the New Zealand Foreign Affairs & Trade, will not be covered by Mint Protect only for transactions occurring from the date the country is added to these lists onward. Transactions processed prior to the date of the country's addition to these lists will remain covered under Mint Protect, provided all other eligibility criteria are met.
- **SuspiciousActivityNotification:** Users must immediately report any potentially suspicious activity to Mint.

Mint reserves the right to terminate Mint Protect coverage if a user's chargeback rate exceeds a threshold determined by Mint's risk assessment or if they fail to comply with fraud prevention, customer and supplier monitoring protocols. **Chargebacks, Claim Handling and Communication**

Mint is responsible for handling chargeback notifications and representing merchants during the dispute process. Users will be informed of the following:

- Response times for handling chargeback notifications and reviewing disputes.
- Regular updates on the status of claims and expected timelines for resolution.
- Mint's customer success team will provide ongoing communication regarding the dispute process and outcomes.

## 5. Chargeback Process and Documentation Requirements

In the event of a chargeback, users are responsible for following Mint's established chargeback dispute process. The general process involved is as follows:

1. Customer disputes a charge.
2. Card issuer determines whether the dispute is valid.
3. Customer receives a provisional credit for full transaction amount being disputed.
4. Card network collects dispute information, and notifies Mint
5. Mint notifies the user about the dispute. Mint works with you to dispute the chargeback, and collects the compelling evidence to defend against the chargeback.
6. Mint review and submits the evidence to the issuer.
7. The issuer makes the final call and notifies the cardholder and Mint of its decision. If it approves the chargeback, the customer keeps the provisional credit. If it denies it, the provisional credit is deducted from the customer's account.

As part of the Mint Protect terms, users must provide comprehensive, accurate, and timely documentation to support the chargeback dispute resolution processes. Documentation must be submitted within 14 days of receiving a chargeback notification by Mint. Mint will outline the documentation to be provided in its initial correspondence, but it will include items such as evidence of booking, correspondence with the customer, and customer-facing terms and conditions. Failure to provide the necessary documentation may result in

the loss of eligibility for Mint Protect coverage.

In cases of non-delivery of service by a supplier, users are required to take the following steps before seeking coverage under Mint Protect:

1. Direct Resolution with Supplier:

- Users must make reasonable and documented efforts to seek a refund directly from the supplier on behalf of the cardholder. ○ This refund, if successfully obtained, must be promptly passed on to the cardholder to mitigate the risk of chargebacks. Any supplier or administrator refund not passed on to a customer where a chargeback has been initiated must be paid to Mint to cover the cost of the chargeback.

2. Provision of Evidence:

- Users must retain and provide Mint with clear evidence of correspondence with the supplier, demonstrating attempts to resolve the issue.
- Evidence may include, but is not limited to:
  - Email threads
  - Formal complaint letters
  - Proof of refund requests
  - Supplier acknowledgments or responses
- This documentation must be provided to Mint upon request.
- Failure to provide sufficient evidence of correspondence with the supplier may result in the loss of eligibility for coverage under Mint Protect.

3. Exclusion of Liability:

- Mint reserves the right to deny coverage if the user fails to adhere to these requirements or where evidence of a good-faith effort to resolve the issue is deemed insufficient.

As part of the Mint Protect service, Mint will be funding the provisional credit to the cardholder as part of the chargeback process. If the chargeback is successful and the user utilises Mint Protect, Mint will cover the chargeback amount, and you will not be liable subject to meeting the requirements of this Addendum.

## 6. Coverage Start Date

Coverage under Mint Protect will commence from the signing date of this Addendum or when the new fees are charged, whichever is applicable.

## 7. Inclusions and Exclusions

For the avoidance of doubt, the following inclusions and exclusions are specific to Mint Protect.

### Inclusions:

Mint Protect covers the following:

- Chargebacks initiated through the following card schemes:
  - Visa
  - Mastercard
  - American Express ○ EFTPOS
- Chargebacks due to:
  - Supplier insolvency
  - Service non-delivery of agreed services by suppliers
  - Fraudulent transactions (only if 3D Secure (3DS) is utilised for fraud-related transactions)
- Transactions processed from the signing date of this Addendum or when the new fees are charged.

### Exclusions:

Mint Protect does not cover the following:

- Chargebacks initiated through non-card payment methods such as account-to-account (A2A) transactions, alternative payment methods (APMs) not covered by card scheme rules, and card payments outside of the card schemes listed in the Addendum.
- Unless expressly agreed, transactions processed via Mint's gateway-only service, where you contract directly with the acquiring bank or service provider. For example, this would include utilising Mint's gateway connected to your direct American Express MID.
- Chargebacks related to transactions with suppliers that are in voluntary administration will not be covered for transactions occurring from the date the supplier enters voluntary administration onward. Transactions processed with the supplier before this date will remain covered. Chargebacks related to transactions involving suppliers on the [Mint Protect excluded supplier list](#) will not be covered only for

transactions occurring from the date the supplier is added to the excluded supplier list onward.

Transactions processed prior to the supplier's addition to the excluded supplier list will remain covered.

- Chargebacks related to countries listed on the "Do Not Travel" list by DFAT on SmartTraveller.gov.au, the United Nations Security Council (UNSC) sanctions list, Australia's Sanctions list published by DFAT, and New Zealand's Sanctions list published by the New Zealand Foreign Affairs & Trade will not be covered only for transactions occurring from the date the country is added to these lists onward. Transactions processed prior to the date of addition will remain covered.
- Any chargebacks arising from errors, negligence, or fraudulent activity on the part of the user, including but not limited to:
  - Failure to deliver agreed services where the supplier is not at fault, including cases of user mismanagement or operational issues.
  - Incorrect transaction amounts.
  - Unauthorised duplicate transactions.
  - Failure to deliver promised refunds.
  - Fraudulent misrepresentation of goods or services.
- Chargebacks resulting from duplicate or redundant transactions, where the customer was charged more than once for the same purchase.
- Chargebacks arising from situations where a refund was promised or required but not processed by the user.
- Fraud-related chargebacks if 3DS was not utilised.
- Any chargebacks related to transactions involving restricted suppliers as identified by Mint.

Mint may modify the inclusions and exclusions as part of Mint Protect by providing 30 days' written notice.

## **8.** Termination and Modifications

Users may terminate their participation in Mint Protect by providing 30 days' written notice for any reason. Mint reserves the right to terminate Mint Protect coverage if a user chargeback rate exceeds a threshold determined by Mint's risk assessment or if they fail to comply with fraud prevention and supplier monitoring protocols.

We also reserve the right to terminate Mint Protect coverage immediately and suspend coverage for any prior transactions if we suspect or know that you are using or have used Mint's payment services for unauthorised, fraudulent, or illegal purposes. If you have used Mint's payment services for unauthorised, fraudulent, or illegal purposes, you acknowledge Mint will be entitled to be reimbursed by you for any previous chargebacks guaranteed by Mint. Mint reserves the right to modify Mint Protect's terms and conditions with 30 days' notice, which will be communicated via email. Users may terminate their participation in Mint Protect immediately if they do not agree to any substantial modification of the terms.

Notice of termination or modification will be provided electronically through the Mint Payments Portal and by email.

## **9.** Legal Jurisdiction

This Addendum shall be governed by and construed in accordance with the laws of New South Wales