Terms and Conditions

ABN: 63 135 196 397 Australian Financial Services Licence No. 418105

The Business' application for and ongoing use of the Services is subject to the terms and conditions contained herein, as well as otherwise prescribed in the Application Form and FSG PDS. These Terms and Conditions describe the relationship that will exist between the Business and Payrix where Payrix accepts the Business as a client, and the obligations that each will have to the other.

1. Agreement

1.1 You agree to retain and appoint Payrix as Your Payment Service Provider (PSP) for the collection and processing of recurring, ongoing and/or real time and BPAY Customer Payments subject to the Terms and Conditions of this Agreement.

1.2 We grant You a personal, limited, non-exclusive, revocable, non-transferable licence, without the right to sublicence, to electronically access and use the Services solely to accept and receive payments and to manage the funds You so receive.

1.3 You agree to advise Payrix if, during the term of the Agreement, You appoint another party to provide a similar or identical service to that provided by Payrix pursuant to the Agreement.

2. Representations and Covenants

2.1 By entering into the Agreement, You warrant that:

2.1.1 if You are a Business, You are duly incorporated or registered and conduct operations as a Business;

2.1.2 if You are a trustee, the trust is validly formed;

2.1.3 if You are a trustee, You have the right of indemnity from the trust assets in respect to this Agreement;

2.1.4 You have the legal capacity and authority to execute the Application Form and to be bound by this Agreement;

2.1.5 the person who executed the Application Form is duly authorised to execute on Your behalf;

2.1.6 You will obtain authority from the Customer for Payrix to Direct Debit his or her account; and

2.1.7 You are not currently and are not likely to be declared insolvent during the Term of this Agreement. In the event that You become insolvent You agree to notify us within two (2) Business Banking Days of becoming aware of such an event occurring.

3. Indemnity

3.1 You agree that, other than to the extent caused or contributed to by an act or omission of Payrix, You shall release, indemnify and hold Payrix harmless from and against all liability, claims, damages, actions or losses suffered or incurred by us (including Customer claims), or arising in any way from our collection of Customer Payments, as follows:

3.1.1 any failure by You or the Customer to pay Fees and other amounts due in relation to Customer Payments;

3.1.2 not used;

3.1.3 any matter affecting the validity of Customer Payments, affecting the creditworthiness of a Customer and/or any misrepresentation of the identity of a Customer;

3.1.4 not used;

3.1.5 any failure by You or a Customer to provide correct information to us in order to collect the Customer Payments in accordance with this Agreement;

3.1.6 any bank fees or charges imposed by any bank or other financial intermediary relating to the processing of a Customer Payment;

3.1.7 any failure of a Customer Payment or any of its operations or processes due to any neglect or misuse of the Services by You or Your employees, contractors or agents, or a third party;

3.1.8 any failure of a Customer Payment or any of its operations or processes due to a computer failure;

3.1.9 any failure of a Customer Payment or any of its operations or processes due to incorrect, partial or inaccurate information being provided by an integrated software management program;

3.1.10 any failure of a Customer Payment or any of its operations or processes, due to any viruses, security hacking or any errors in code or software;

3.1.11 any instance where we hold Your funds following the collection of the Customer Payments in accordance with this Agreement;

3.1.12 Your negligence or fraud or that of any of Your employees, contractors or agents;

3.1.13 the fraudulent use, misuse or theft by You or Your employees, contractors or agents, or a third party, of a DDR or eDDR or the information stored in a DDR or eDDR, whether lost, stolen or otherwise;

3.1.14 any dispute arising between You and Your Customer;

3.1.15 any representation, warranty or statement made by You or Your employees, contractors or agents, to a Customer;

3.1.16 any misrepresentation or failure of consideration in relation to Your dealings with a Customer;

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3.1.17 any Failed Transaction, including arising through the use of a DDR or eDDR;

3.1.18 any use of an eDDR, payment gateway, BPAY gateway or NPP platform that is controlled, owned or operated by a third party;

3.1.19 any claim that a payment, obligation, transaction or transfer in connection with this Agreement is void or voidable under any applicable insolvency law;

3.1.20 any failure by You or Your employees, contractors or agents to comply with the PCI Security Standards, save to the extent that clause 3.5 of this Agreement applies;

3.1.21 not used; and

3.1.22 the transfer of Your Customer Data to an alternative payment service provider where You have requested us to transfer Your Customer Data in accordance with clause 19.10.

3.2 You must indemnify Payrix in accordance with clause 3.1 even if:

3.2.1 a Customer has been issued with a bank account or Scheme Card;

3.2.2 we have processed a Direct Debit transaction for the Customer;

3.2.3 You have complied with this Agreement; or

3.2.4 this Agreement has ended.

3.3 Not used.

3.4 In addition to, and without any limitation to any other rights set out under this Agreement or conferred by any applicable law, You authorise Payrix , at any time and from time to time, subject to Payrix providing You with a written notice subsequently and within a reasonable time, to set off, use or withhold any cleared funds held in the Trust Account or any other account on Your behalf and/or to debit Your Nominated Account for any amount that You owe Payrix under this Agreement, including any amount due or payable by You under this clause 3.

3.5 If You have elected to enrol in the Breach Assistance Program ("**BAP**") offered by Payrix through the SaferPayments PCI DSS compliance management programme (as referenced in clause 24.5), the indemnification provided by You under clause 3.1.20 will be reduced by amounts up to the limits set by the service provider that are actually recovered by Payrix in connection with the BAP and only to the extent that such amounts are specifically related to a data breach involving solely the Business. The specific terms and conditions of the BAP are available for You to review on http://www.royalgroupservices.com/breachassist/au/ or by contacting a customer service representative at 1-800-393-1345.

4. Fees

4.1 You agree that in exchange for us providing the Services, You will pay to us the Service Fees as outlined in the Fee Schedule or as quoted within the Application Form signed by You.

4.2 You may request for us to collect Fees from the Customer in addition to the requested payment amount, which request we may accept or decline in our absolute discretion. You agree that if such Fees passed to the Customer are unable to be collected by us, our Fees will remain payable by You.

4.3 You agree and authorise us to deduct any Fees or other monies owing from funds collected by us or from Your Nominated account.

4.4 You agree and acknowledge that the Fees may be increased:

4.4.1 upon giving You 30 days' written notice; and/or

4.4.2 on 01 July of each year by an amount equal to the greater of (a) the increase, if any, in the Consumer Price Index ("**CPI**") for the immediately preceding calendar year ending 30 June, or (b) up to5%.

4.5 You agree that an additional Fee surcharge may be applied to international and/or high value bank debit transactions as outlined in the Fee Schedule. Additional Service Fees may apply to international transactions and high-value bank-debit transactions, as set out in the Fee Schedule, Application Form or Letter of Offer. Any such Service Fees are payable by You. You must not recover those Service Fees from a Customer by imposing a prohibited payment-method surcharge.

4.6 You acknowledge and consent to Payrix retaining as its own property and part of its income under this Agreement, the interest earned on Customer Payments held in the Trust account.

4.7 You agree to the following as Your obligations in relation to payments and Fees generally:

4.7.1 You will promptly pay us all undisputed Fees and other amounts due under this Agreement;

4.7.2 You will indemnify us for all Fees and other amounts due under this Agreement, whether payable by You or the Customer, in accordance with clause 3.1.1;

4.7.3 You will ensure that Your Customers execute a DDR, eDDR, or PayTo Service Agreement in a form approved by us; and

4.7.4 You will reimburse us promptly for any funds which have been paid to You but to which You are not entitled under this Agreement.

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4.8 Not used.

4.9 We will:

4.9.1 advise if GST has been included or excluded on all Fees quoted; and

4.9.2 provide You with a statement and tax invoice when we deposit funds into Your Nominated account.

4.10 If You (genuinely and in good faith) dispute all or part of any Fees and other amounts due under this Agreement, You must notify us of that fact and the parties must negotiate in good faith to resolve the dispute, in accordance with clauses 23.1and 23.2.

5. Description of Service

5.1 Payrix is a Payment Service Provider (PSP). We facilitate payments from bank and card accounts, (including Direct Debit, real-time and e-Commerce card-based payments, POS and BPAY transactions) for the collection of Customer Payments. We also provide solutions to assist You in meeting Your obligations under this Agreement.

5.2 The Services provided by us are administrative only and do not extend to the provision of any services or benefits except as specified in this Agreement.

The parties acknowledge and agree that:

5.2.1 we will collect recurring Direct Debit payments and any Fees owed by Customers;

5.2.2 we will process real time payments as initiated by the Customer;

5.2.3 we will process BPAY payments as initiated by the Customer;

5.2.4 Direct Debit payments may only be collected from Australian bank accounts, building societies, credit unions, and Scheme Cards;

5.2.5 all funds collected by Direct Debit will be held in a Trust account operated by Payrix until considered cleared funds pursuant to the provisions of, and in accordance with, the guidelines and procedures of the Australian Payments Network ("**AusPayNet**");

5.2.6 funds collected from Scheme Cards through any Payrix issued merchant account will be held in a Trust account operated by Payrix until considered cleared funds (indicatively after 2 business days) by Payrix;

5.2.7 funds collected from Scheme Cards through Your own merchant facility will be settled directly to Your Nominated account used for settlement as per Your merchant agreement with Your merchant acquirer; and

5.2.8 subject to clause 5.3 below, we will credit funds processed through our Direct Debit facility or Payrix issued merchant account, following clearance in accordance with clause 5.2.5 and 5.2.6, to Your Nominated account used for settlement less Fees and any other amounts You owe to us.

5.3 You acknowledge and agree we may hold Customer Payments in a Trust account operated by Payrix and not transfer them to Your Nominated account if we have reasonable grounds to suspect that You or Your Customer has acted in a fraudulent, illegal, unlawful, unconscionable or improper manner in relation to Customer Payments or their collection, or if we have been lawfully instructed to do so by a regulatory body.

5.4 You acknowledge and agree that if any funds payable to You are held in a Trust account operated by Payrix and You do not give us instructions about where to send the funds, we may be required by applicable law to deem the funds to be abandoned by You and to deliver them to the appropriate government agency. To the extent required by applicable law, we will notify You about any such funds payable to You that we hold in and an account beyond the applicable dormancy period for abandoned property. If we are unable to successfully contact You, we will treat the funds in Your account as abandoned by You and deliver them to the appropriate government agency as relevant.

6. DDR and eDDR

6.1 You acknowledge that a DDR or eDDR, whether in hard copy or electronic format, containing our logo and/or our AusPayNet user ID number is and shall remain our property at all times.

6.2 You acknowledge that no other Direct Debit service provider or other financial institution may conduct debit transactions from Customer accounts as a result of the Customer completing a signed DDR or eDDR under our logo or under our AusPayNet user ID number unless otherwise authorised by us in writing.

6.3 You acknowledge that any debit transaction from a Customer account that is conducted by a company or institution without our authorisation shall be in breach of this Agreement and not a valid transaction.

6.4 You acknowledge that You must store all DDRs and eDDRs, either in hard copy or electronic format in a safe and secure place for at least seven (7) years from the date of the last transaction initiated by the relevant Customer to which each DDR or eDDR relates.

6.5 You acknowledge that the DDR and/or eDDR is a separate confidential agreement we have with the Customer.

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6.6 You acknowledge that a DDR or eDDR contains Confidential Information which is the property of Payrix and You acknowledge that the provisions of clause**Error! Reference source not found.** 20 shall apply in respect of such Confidential Information.

6.7 You acknowledge that if the Customer gives us seven (7) days written notice of termination, we will terminate the DDR or eDDR immediately in accordance with the AusPayNet guidelines.

6.8 If You use DDRs or eDDRs You must:

6.8.1 only use DDRs or eDDRs for Services whereby You will have an ongoing relationship with the Customer; or

6.8.2 only use DDRs or eDDRs for Services that do not have a significant opportunity for fraud, in the reasonable opinion of Payrix.

6.9 You acknowledge and agree that if we process a Direct Debit transaction we are not warranting:

6.9.1 the transaction is valid;

6.9.2 the identity of the Customer is correct; or

6.9.3 the Customer is creditworthy.

7. Payrix Portal

7.1 If You use the Payrix Portal and eDDRs / DDRs to establish a new Customer record, You must:

7.1.1 ensure that Your relevant staff are enrolled on the Payrix Portal and have a unique username and password;

7.1.2 accept all risk and responsibility with respect to the data entered;

7.1.3 adhere to the provisions and policies in clause 6 regarding the acceptance and ongoing use of eDDRs and DDRs;

7.1.4 if requested by the Customer, provide the Customer with a printed copy of the eDDR/DDR and our Direct Debit Service Agreement; and

7.1.5 if requested by us or the Customer, provide us or the Customer with a copy of the signed eDDR/DDR within two (2) working days.

7.2 You must not allow staff to disclose their unique username or password to any other person.

7.3 If we suspect fraud or misuse by any person in connection with the Payrix Portal or eDDRs /DDRs, we may (but not before giving prior notice to You, if practicable to do so):

7.3.1 restrict or remove that person's and/or the Business' access to the Payrix Portal;

7.3.2 cease or halt any Direct Debit or eDDR relevant to the suspected fraud or misuse of the Payrix Portal; or

7.3.3 reject any DDR or eDDR relevant to the suspected fraud or misuse of the Payrix Portal.

7.4 You acknowledge that the Payrix Portal contains Confidential Information which is the property of Payrix and You acknowledge that the provisions of clause 20 shall apply in respect of such Confidential Information.

8. PayTo

If You wish to accept PayTo as payment option for Your Customers, You must have PayTo capabilities enabled and You must ensure Your Customers using this facility have a valid Pay To Service Agreement in place with Payrix.

9. POS

If You use the POS facility to accept POS Transactions, you must do so in accordance with the general terms of use for POS, as detailed in Attachment 1 to this Agreement.

10. API

10.1 We offer an application programming interface (**"API"**) to connect to the Payrix payment gateway, Payrix Portal, submit transaction requests, establish recurring payments, access our hosted service pages and to retrieve information relating to transactions and/or Customer Payments.

10.2 If You are using an integrated Software Partner to establish and manage new and existing Customers, You:

10.2.1 acknowledge that Your integrated Software Partner will have viewer only access to your data on the Payrix Portal;

10.2.2 must adhere to the provisions and policies in this Agreement regarding the acceptance of all Customer Payments;

10.2.3 must ensure that each of Your relevant staff have a unique username and password to access the Payrix Portal; and

10.2.4 accept all risk and responsibility for the identification of Customers.

10.3 If You are using an integrated Software Partner to establish and manage new and existing Customers, You must indemnify us for:

10.3.1 any fraud by You or Your employees, contractors or agents, and including the Software Partner, or any third party in relation to the API;

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10.3.2 any error, technological or otherwise, in relation to the API or Software Partner that affects Payrix's ability to collect Customer Payments;

10.3.3 any Failed Transaction arising through use of the API or Software Partner, in accordance with clause 3.1.17; and

10.3.4 any loss arising from an interruption in sending complete and correct information to enable Payrix to perform Customer Payments.

10.4 You acknowledge that the API and usage of such API by the Software Partner contains Confidential Information which is the property of Payrix and You acknowledge that the provisions of clause 20 shall apply in respect of such Confidential Information.

11. Sub-Merchant

11.1 The conditions contained in this clause 11 apply to our standard merchant facilities (using IPAY as a sub-merchant identifier) unless specified otherwise.

11.2 You acknowledge and agree that You will adhere to all the conditions in relation to the usage of a Payrix provided sub-merchant facility for the acceptance and processing of card-based transactions in a recurring or real time environment.

11.3 You will accept all valid cards and process all transactions in accordance with all applicable laws, any obligations in the Agreement and any reasonable directions of Payrix in carrying out activities related to the merchant facility.

11.4 All transactions are to be processed in Australian dollars.

11.5 You agree that an additional fee surcharge as outlined in the Fee Schedule may be applied by us to premium, super premium and international issued cards.

11.6 You must not process or encourage transactions through the merchant facility that relate to, or are in connection with, the sale of goods or services that are in contravention of the laws of a state or territory or the Commonwealth of Australia.

11.7 We will not be responsible or liable for any delay that might occur in the processing of payments or any lost transactions that might occur where the merchant facility is not available for any reason, other than to the extent caused or contributed to by an act or omission of Payrix.

11.8 If You have Chargebacks or Claims equal to or greater than 0.5% of Your total transactions processed by us at any time, or You have processed or attempted to process fraudulent transactions through the merchant facility, we will notify You of the type and frequency of such transactions and You must take immediate action to rectify the situation. Failure to resolve the cause of the problem as notified may result in immediate suspension or cancellation of the Services as set out on Clause 17.10.

11.9 You are required to obtain and hold Cardholder authorisation for all recurring transactions and ensure the nominated Scheme Card is within current validity at all times.

11.10 You may not use the merchant facility for:

11.10.1 impersonating any person or entity or falsely claiming an affiliation with any person or entity;

11.10.2 accepting payments for goods or services provided by someone other than You;

11.10.3 providing Yourself or others with a cash advance from a Scheme Card;

11.10.4 any illegal purpose, or violating any applicable state or territory, federal, or international law, including without limitation, laws governing intellectual property, taxation, data collection and privacy;

11.10.5 defaming, harassing, abusing, threatening, or defrauding others;

11.10.6 competing with Payrix or Payrix's business partners;

11.10.7 abusing the AusPayNet or violating the Card Scheme operating rules, in the reasonable opinion of the Card Schemes or Payrix;

11.10.8 transferring funds between bank accounts held in the same name; or

11.10.9 accepting payments for goods and services You may provide outside the industries that You have nominated when applying for the facility.

11.11 If You are conducting eCommerce transactions over the internet:

11.11.1 You are responsible for all goods and services offered through Your website, and all acts and omissions in connection with Your website;

11.11.2 the URL of Your website must be substantially similar to Your trading name and designed in such a way that a reasonable Cardholder is able to identify it as Your website;

11.11.3 You will display the following on Your website:

(a) Your contact information including trading name, ABN, trading address, telephone number and/or email address and Your country of domicile;

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(b) a complete description of all goods and services You offer on Your site;

(c) a clear explanation of Your shipping practices and delivery policy;

(d) transaction currency (Australian dollars);

(e) the total cost of goods offered including shipping/handling charges and applicable taxes;

(f) Your customer service policies, including usual delivery timeframes and processes if You cannot fill the order for any reason;

(g) export restrictions, if known;

(h) Your refund/return policy;

(i) Your privacy policy; and

(j) security capabilities and policy of transmission of payment card details.

11.11.4 You must not return the Cardholder's number to the Cardholder either online or on the transaction receipt;

11.11.5 You must not substantially change Your goods or services being sold on Your website or other material aspects of Your website from the time merchant facilities were provided by us. If You wish to do so, you must provide a minimum of thirty (30) days written notice to Payrix of any such changes, and Payrix may terminate the Agreement in accordance with clause 19.1;

11.11.6 You must keep all information on the website true, accurate, current and complete;

11.11.7 You must provide us with a minimum 14 days advance written notice of any change to Your domain name; and

11.11.8 You must fulfil Customer orders in a timely manner.

11.12 You are responsible for:

11.12.1 ensuring that the connection between Your website and us is operational. We do not warrant that the provision of the Services will be continuous, uninterrupted or without errors; and

11.12.2 ensuring that Your website is secure and that Cardholder information is encrypted during the exchange of Cardholder information between Your website and us.

11.13 If You are approved as a Payrix sub-merchant You must willingly, upon request, supply us with full details of Your service providers, including but not limited to Your web hosting provider, shopping cart vendor system, SSL provider and the expiration of Your SSL certificate.

11.14 You must not add any surcharge to a transaction made using a Scheme Card unless expressly permitted under Applicable Law or applicable Card Scheme operating rules

12. Security & Guarantee

12.1 We may, in certain circumstances require a personal, parent or other guarantee, or security (a "**Guarantee**") from the Business's principal, owner, or other guarantor. A Guarantee is a legally binding promise by an individual or an entity to pay any amounts the Business owes in the event that the Business is unable to pay. If we require You to provide us with a Guarantee, we will inform You in writing of the details of the Guarantee required, including the reasons for the Guarantee, the format, and the amount.

12.2 If You are unable to provide such a Guarantee as requested in clause 12.1 within a reasonable timeframe of our request, we may restrict Your access to the Services and terminate this Agreement.

12.3 This Guarantee shall survive termination of this Agreement and remain in full force and effect until all obligations incurred or arising have been paid, performed and satisfied.

13. Not used.

14. Liability

14.1 Notwithstanding anything contrary in this Agreement but subject to the Prescribed Terms and clauses 14.2 to 14.7, our aggregate and combined liability in respect of any claim arising in any way out of or in connection with this Agreement (including, without limiting the generality of the foregoing, for breach of any condition, warranty or guarantee contained in this Agreement), whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall under no circumstances exceed the amount of Fees paid to Payrix under this Agreement during the 24 months preceding the date of the event that is the basis of the relevant claim.

14.2 Nothing in this Agreement excludes, restricts or modifies any liability set out in the Prescribed Terms which cannot lawfully be excluded, restricted or modified. This Agreement must be read and construed subject to any such Prescribed Terms. If any such Prescribed Terms apply then, to the extent to which Payrix is entitled to do so, Payrix limits its liability pursuant to such Prescribed Terms in accordance with clause 14.1 14.1.

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14.3 We are not liable to You and You release us from all liability in tort, contract or otherwise in respect of any Claim, damages, actions, losses or liabilities, other than to the extent caused or contributed to by an act or omission of Payrix, arising out of or in connection with:

14.3.1 an interruption between us and Your Software Partner integrated software that is outside our reasonable control;

14.3.2 loss incurred from payments conducted from incorrect bank or card accounts where the information was supplied by You;

14.3.3 a delay in new or correct information being supplied by You or via Your Software Partner integrated software;

14.3.4 any and all bank fees and charges incurred by all parties in respect to payments where any of the events described in this clause 14.3 have taken place;

14.3.5 not used;

14.3.6 any failure of any computer system whether it be Your system, the computer systems in which we place our software to operate the Services (save for any computer systems controlled, owned or operated by us), or the computer hardware of other related computer systems and servers (to the extent they are not controlled, owned or operated by us);

14.3.7 the input of any incorrect information by You; or

14.3.8 the transfer of your Customer Data to an alternative payment processor where You have requested us to transfer such data in accordance with clause 19.10.

14.4 To the maximum extent permitted by law, neither party will be liable to the other party in respect of any claim for indirect, incidental, special or consequential loss or damage or for loss of revenue, profits, goodwill, opportunity or data or interruption of business.

14.5 Nothing in this Agreement operates to exclude or restrict either party's liability to the other party for:

14.5.1 death or personal injury resulting from negligence;

14.5.2 fraud or fraudulent misrepresentation;

14.5.3 damage to property;

14.5.4 an indemnity given under the Agreement; or

14.5.5 anything else for which each party's liability cannot be excluded or limited by law.

14.6 The parties will take all reasonable steps to mitigate any loss incurred by them under this Agreement.

14.7 To the maximum extent permitted by law, the limitations on liability contained in clauses 14.1, 14.2 and 14.3 will not apply to the extent that any liability, claims, damages, actions or losses are caused or contributed to by an act or omission of Payrix.

15. Refunds

15.1 Where a Customer Payment has been collected from a banking account or Scheme Card, a refund to the Customer will only occur upon written request by You.

15.2 Not used.

15.3 Not used.

15.4 Where the Customer Payment has been collected from a Scheme Card or BPAY via a merchant account issued by us, a refund to the Customer will only occur upon written request by You.

15.5 Where the Customer Payment has been collected from a Scheme Card via Your own merchant facility, a refund to the Customer will only occur upon written request by You.

15.6 Not used.

15.7 You acknowledge and agree that any and all Fees paid to us for the original transaction will not be refunded to You.

15.8 You acknowledge and agree that we will charge a Fee for the processing of each refund as set out on Your Application Form and in accordance with the Fee Schedule published in our FSG PDS.

15.9 You acknowledge that a refund can only take place if there are sufficient cleared funds held in the Trust account on Your behalf to cover the refund.

16. Disputes, Claims and Dishonours

16.1 In the event that a Customer has a Failed Payment, You agree that should the Customer first contact us, we will direct the Customer to contact You or Your nominated representative directly on the nominated email or contact points.

16.2 In the event that we receive a Claim in relation to a Direct Debit, we will, in the first instance, supply to the claimant's financial institution all documents as permitted and requested to be supplied according to the BECS Rules and Procedures.

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16.3 We may from time-to-time request, and You agree to supply, all documents, billing accounts, contracts and all source documents that may be required by us to resolve a Claim.

16.4 Should a Claim by a Customer be successful, notification of the Claim will be included within the rejections report.

16.5 Upon receipt of a Claim or Failed Payment notification from a Customer's financial institution, a Claim Retrieval Fee, and/or a Failed Transaction Fee as described in the Fee Schedule, will be applied to Your account for each Claim and/or Failed Payment notification received and deducted from Your next settlement or debited from Your Nominated account.

16.6 Should a Claim by a Customer be successful, a successful Claim Fee, as described within the Fee Schedule, will be charged to Your account for each successfully claimed transaction. This Claim Fee will be deducted from Your next settlement or debited from Your Nominated account.

16.7 We reserve the right and You agree, to deduct the amount of any successful Claim, the Claim Retrieval Fee, Claim Fee and /or Failed Transaction Fee (as relevant) from funds we hold in the Trust account on Your behalf in the first instance. If we do not hold sufficient funds in the Trust account on Your behalf to satisfy these charges, You acknowledge and agree that we may debit Your Nominated account for such amounts.

16.8 In the event we are unable to utilise funds from the Trust account or Your Nominated account in accordance with the foregoing clauses, You agree to make payment to us of all monies due and owing to us pursuant to this clause 16 within 14 days of being notified by us.

16.9 To reduce the incidence of disputes, Claims and dishonours and to comply with AusPayNet regulations, we may include all or part of Your Business/trading name in the debit transaction description on Your Customer's account statement. You hereby consent and authorise us to establish, obtain and identify any Direct Debit facility by name/code which includes all or part of Your Business/trading name.

17. Chargebacks

17.1 We may refuse to accept any transaction if in our reasonable opinion:

17.1.1 the transaction is invalid;

17.1.2 the transaction is deemed to be not for the entity that the Service is provided to;

17.1.3 the transaction is fraudulent; or

17.1.4 the Cardholder claims that the transaction is invalid or disputes liability for any reason.

17.2 We will not enter into any negotiations with Your Customer relating to disputes between You and Your Customer in respect to a Chargeback.

17.3 You acknowledge that transactions which are invalid or which the Cardholder claims are invalid or disputes for any reason, and for which funds have been reversed back to the Cardholder, will be charged back to Your account.

17.4 Chargebacks may be processed against your Nominated account up to 120 days from the date of transaction or the last date the Cardholder expects to receive the goods or services.

17.5 Should a Customer Chargeback be successful, notification of the Chargeback will be included within the rejections report.

17.6 Upon receipt of a Chargeback notification from the acquirer, a Chargeback Retrieval Fee, as described within the Fee Schedule, will be applied to Your account. The Chargeback Retrieval Fee applies for each Chargeback notification we receive and will be deducted from Your next settlement or debited from Your Nominated account.

17.7 Should a Customer Chargeback be successful, a Chargeback Fee, as described within the Fee Schedule, will be charged to Your account for each returned transaction. This Chargeback Fee will be deducted from Your next settlement or debited from Your Nominated account.

17.8 We reserve the right, and You agree, to deduct the amount of any Chargeback and associated Fees as noted in clauses 17.6 and 17.7 (collectively the **'Chargeback amount'**) from any funds we hold in the Trust account on Your behalf in the first instance. In the event we do not hold sufficient funds in the Trust account on Your behalf to satisfy the Chargeback amount, You acknowledge and agree that we may debit Your Nominated account for the Chargeback amount.

17.9 In the event we are unable to utilise funds from the Trust account or Your Nominated account in accordance with the foregoing clauses, You agree that You will make payment of all monies due and owing to us pursuant to clause 17 within 14 days of our having notified You of the Chargeback.

17.10 You must ensure that Chargebacks do not exceed 0.5% of Your total transactions processed by us at any time. Where Chargebacks exceed 0.5% of Your total transactions, Your Service may be suspended immediately and/or cancelled by written notice to You.

17.11 We reserve the right to not re-activate your Service following any suspension and/or cancellation applied in accordance with clause 17.10, or if Your Service is re-activated, to request a holding deposit for any further Chargebacks that may occur as a condition of re-activating the Services.

17.12 To reduce the incidence of disputes and Chargebacks and to comply with Card Scheme regulations, we may include all or part of Your Business/trading name in the transaction description on Your Customers' account statement. You hereby

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consent and authorise us to establish, obtain and identify any Scheme Card, or Merchant facility by name/code which includes all or part of Your Business/trading name.

18. Change of Ownership or Operations

18.1 You are required under this Agreement to provide us with sixty (60) days' prior notice in writing if You wish to or enter into a sale of your Business, or for a change of control or management of your Business.

18.2 You are required under this Agreement to provide us with thirty (30) days' prior written notice if You wish to cease operations and close your Business.

18.3 If You give us notice of a change of ownership, control or management of Your Business in accordance with clause 18.1, we may:

18.3.1 decline to perform this Agreement with the new operator or owner; and

18.3.2 after thirty (30) days written notice to You, terminate this Agreement.

18.4 If we terminate the Agreement in accordance with clause. 18.3.2, You agree to provide us with the original or copies of the original signed or authorised DDR or eDDR forms.

18.5 If You give us notice of a change of ownership, control or management of Your Business in accordance with clause 18.1,

18.5.1 the new operator or owner must complete and execute an Application Form and any return it to us, along with any required additional information, at least thirty (30) days prior to taking ownership, control or management of the Business and/or its operations; and

18.5.2 You agree to provide to the new operator or owner the original or copies of the original signed or authorised DDR or eDDR forms.

18.6 You acknowledge that it is Your responsibility to ensure the new operator or owner completes and provides the necessary documentation to us within the required timeframe noted in clause 18.5.1 and that we may:

18.6.1 refrain from settling funds to You or the new operator until we receive satisfactory evidence of the change of ownership, control or management, including properly amended ASIC records;

18.6.2 decline to perform this Agreement with the new operator or owner if we have not received the required documentation by the required date or the information provided is unacceptable; and

18.6.3 terminate the Agreement with You with immediate effect.

18.7 Upon the date of sale, change of control or change of management of the Business (herein referred to as the '**Handover Date'**) the following processes shall apply:

18.7.1 payments conducted prior to the Handover Date will be paid to You;

18.7.2 payments conducted on or after the Handover Date will be paid to the incoming operator or owner; and

18.7.3 You will be responsible for all Claims and Chargebacks originating from transactions processed prior to the Handover Date unless otherwise agreed in writing by You and the incoming owner and You provide us with satisfactory evidence of such agreement.

18.8 Not used.

18.9 If you give us notice that You wish to close Your Business and cease operations in accordance with Clause 18.2, You acknowledge and agree:

18.9.1 to provide us with Your Customers' original (or copies of the original) signed or authorised DDR or eDDR forms; and

18.9.2 You will remain responsible for all Claims and Chargebacks originating from transactions processed by Your Business prior to the date of closure and that You will pay all monies due and owing to us for such Claims and Chargebacks within 14 days of receiving notification of the Chargeback from us.

18.10 All Parties acknowledge that DDR and eDDR forms will remain the property of Payrix at all times.

18.11 You acknowledge that continued transaction processing may be disrupted if clause 18 has not been adhered to.

19. Term, Termination and Suspension

19.1 This Agreement is effective from the date we accept Your Application Form and, other than as provided for in the following clauses 19.3, 19.4 and 19.6, remains in force until terminated by either Party providing a minimum of thirty (30) days written notice to the other Party.

19.2 Not used.

19.3 Either party may at any time immediately terminate this Agreement by written notice to the other party if the other party commits a material breach of this Agreement which is (i) not capable of remedy; or (ii) if capable of remedy is not remedied to the non-breaching party's satisfaction within thirty (30) days from receipt of a written notice from the non-breaching party to remedy that breach.

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19.4 We may terminate this Agreement immediately if, in our reasonable opinion, You have utilised the Services in any unlawful, fraudulent or unconscionable manner, or are in breach of the PCI Security Standards or Card Scheme Rules. We will provide you with written notice of any such termination under this clause.

19.5 We may immediately suspend Your account and refuse to process any payments or remit any payments to You if we reasonably suspect or have been advised that You have acted in an unlawful, fraudulent or unconscionable manner in utilising the Services. We will provide you with written notice of any such suspension of Your account under this clause.

19.6 For the avoidance of doubt, we may terminate any account suspended in accordance with clause 19.5 and in accordance with clauses 19.1, 19.3 or 19.4 above, without lifting the suspension imposed in accordance with clause 19.5. We will provide you with written notice of any such termination of Your account under this clause.

19.7 Not used.

19.8 You acknowledge that this Agreement's term is independent to any term or contract obligations You may have with an integrated Software Partner or non- integrated software vendor.

19.9 Not used.

19.10 Data transfer and termination

19.10.1 You may, by providing us with thirty (30) days advance written notice, request that we transfer Your Customer Data (or a portion thereof) to an alternative payment services provider nominated by You in accordance with applicable laws.

19.10.2 Upon receipt of a valid transfer request, we will use commercially reasonable efforts to transfer Your Customer Data as requested within ten (10) Business Banking Days to Your nominated alternative payment services provider, provided that:

(a) as at the transfer request date the nominated recipient of the Customer Data is certified as PCI DSS Level 1 compliant and has mutual exchange arrangements in place with us; and

(b) You have paid the Data Transfer Fee as outlined in the Fee Schedule.

19.10.3 Where you have requested that we transfer all of Your Customer Data in accordance with clause 19.10.1, we will, following completion of the data transfer or a date agreed in writing with You, terminate this Agreement.

19.11 If you have not processed any transactions to Your account for a period of twelve (12) consecutive calendar months we may consider Your account to be inactive and terminate this Agreement. We will provide You with thirty (30) days advance written notice of our intent to terminate this Agreement. If You wish Your account to remain open, You must resume processing transactions during this notice period, otherwise we will proceed to close Your account and terminate this Agreement upon your account reaching twelve (12) months inactivity. If You wish to reopen Your account after it has been closed in accordance with this clause, You must complete and submit a new Application Form.

19.12 Survival of termination.

All rights and obligations of any Party will immediately cease when the Agreement terminates, save that the provisions which either expressly or by implication have effect after termination, including but not limited to clauses 3, 12, 14, 16, 17, 18.9.2, 20, 21 and 23.3) will continue to be enforceable notwithstanding such termination and termination will not impact any rights or obligations arising prior to termination.

20. Non-Disclosure

20.1 For the purposes of this Agreement, 'Proprietary and/or Confidential Information' shall mean any and all information, whether written or oral, regarding the Business or Payrix's prospective Customers, the content of any DDR or eDDR authorisation form, prospective Customers, policies and procedures, operations, systems and future business plans. This information includes but is not limited to technical, developmental, marketing, sales, operating, performance, cost, know-how, computer software and database programming techniques and any record containing or disclosing such information or techniques, which is disclosed pursuant to the Agreement. The term Proprietary and Confidential Information shall also include any Confidential Information belonging to the Business or Payrix that was received or disclosed before the date of the Agreement. The term Proprietary and Confidential Information shall not include any information which the receiving party can establish:

20.1.1 is or becomes generally available in the public domain other than through a breach of this Agreement or any other obligation of confidentiality to the disclosing party;

20.1.2 is received from someone (not the disclosing party) who provides it to the receiving party other than through a breach of any obligation of confidentiality that it owes other people; or

20.1.3 was either in the possession of the receiving party or independently developed or acquired by the receiving party prior to disclosure by the disclosing party of the Proprietary and Confidential Information provided always that such development or acquisition did not in any way arise or occur as a result of any person breaching an obligation of confidence to the disclosing party.

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20.2 In consideration of each Party supplying the other with Proprietary and Confidential Information, whether directly or through its representatives, advisors or otherwise, each Party agrees that it will treat as confidential all such information which is disclosed to it by the other Party, together with any reports, analyses, memoranda, notes and any other writing which is prepared by the Party receiving the information or on its behalf, which contains, reflects or is based on such information (collectively referred to as the "**Material**") and each Party agrees that it will not, except as provided below or where required to do so by law, disclose, use or permit the disclosure or use of the Material.

20.3 The Material shall not be used by either Party other than directly for the purpose of meeting their obligations under the Agreement or as otherwise required by law.

20.4 Either Party may only disclose the Proprietary and Confidential Information or the Material, to the extent described in clause 20.3 above to such of its employees and advisors, including a Software Partner, who need to know the information and who are informed of the confidential nature of such information and who agree to be bound by the terms of this clause as if they were a party to the Agreement. Either Party shall procure absolute compliance of the confidentiality obligations in the Agreement by such employees and advisors.

20.5 Each Party shall abide by Payrix's Privacy Policy when dealing with the personal information of Customers. The policy can be viewed at: https://www.payrix.com/au/pax-privacy-policy.

20.6 The obligations on the Parties imposed by this clause 20 shall survive termination of this Agreement.

21. Privacy

21.1 Protection of personal information is important to us. Our Privacy Policy which may be found at www.Payrix.com.au/privacy-policy/ explains how and for what purposes we collect, use, retain, disclose and safeguard the personal information You provide to us. You agree to review the terms of our Privacy Policy, which we update from time to time.

21.2 We may collect personal information, including names and contact details of individuals, to facilitate the use of the Payrix Services.

21.3 You, the Business, company administrators and users may choose not to give us Your personal information. However, in these circumstances, we may not be able to provide access to the Payrix Services.

21.4 We may disclose personal information as necessary:

21.4.1 to our external service providers that provide services for the purpose of business, on a confidential basis, for example providers of administrative or other services, including in some cases to service providers that are not located in Australia;

21.4.2 to regulators and authorities if the law requires or permits us to do so, for example for law enforcement;

21.4.3 to our advisers and any party considering acquiring an interest in our business on condition that we will ensure that such third party is bound by an appropriate confidentiality agreement;

21.4.4 to other organisations if You request us to do so or if You consent; or

21.4.5 to our Related Body Corporate as required to provide the Service.

21.5 We have processes in place to ensure the security of Your personal information, including encryption of all data when it is transferred to our service providers and limitations on access to personal information within our organisation.

21.6 The Australian *Privacy Act 1988 (Cth)* allows You to get access to, and correct, the personal information we hold about You in certain circumstances. To obtain such access, please email us at privacy@Payrix.com.au.

22. Force Majeure

22.1 If either Party is prevented, hindered or delayed from performing its obligations under this Agreement, other than an obligation to pay money; by an event of Force Majeure, then as long as that situation continues, that party shall be excused from performance of the obligation to the extent it is so prevented, hindered or delayed, and the time for performance of the obligation shall be extended accordingly, but if time is of the essence of this Agreement, time shall continue to remain of the essence.

22.2 A Party affected by an event of Force Majeure shall immediately notify the other Party on becoming aware of its occurrence and its effect or likely effect and use all reasonable endeavours to minimize the effect of the event of Force Majeure on the performance of its obligations under this Agreement.

22.3 For the purpose of this clause 'event of Force Majeure' means the occurrence of an event or circumstances beyond the reasonable control of the Party affected by it including, without limitation:

22.3.1 a war (declared or undeclared), insurrection, civil commotion, military action, or an act of sabotage;

22.3.2 a strike, lockout or industrial action, dispute or disturbance of any kind;

22.3.3 an act of a government or a government authority;

22.3.4 an act of God;

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22.3.5 a storm, tempest, fire, flood, earthquake, pandemic or other natural calamity; or

22.3.6 such other event as is outside the reasonable control of the parties.

23. General

23.1 Payrix has procedures in place to help properly consider and manage any disputes or Customer complaints within 30 days of their receipt. If You have an enquiry or concern about Payrix or the supply of the Services to You under this Agreement, You should contact the Client Success Team at 1300 592 283 or by email to admin@payrix.com.au. The Client Success Team will acknowledge receipt of your complaint in writing within one (1) Business Banking Day or as soon as practicable. Your complaint will be investigated by the Client Success Team who will respond to You within 30 days with the final proposal for resolution. If resolution of the complaint is not possible within 30 days, then the Client Success Team will give You an update on the status of Your complaint, reasons for the delay and Your further rights regarding Your complaint. You will be informed in writing of the result of the investigation into Your complaint.

23.2 If you are not satisfied with Payrix's response to Your complaint in accordance with clause 23.1 You can contact the Australian Financial Complaints Authority at:

Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001
Email: info@afca.org.au
Telephone: 1800 931 678 (free call)
Website: www.afca.org.au

The Australian Financial Complaints Authority is a free independent dispute resolution scheme of which Payrix is a member.

23.3 We both acknowledge and agree that:

23.3.1 this Agreement is governed by the laws of the State of Queensland;

23.3.2 we will both, failing any alternative dispute resolution attempts, submit to the non-exclusive jurisdiction of the Courts of Queensland for resolution of any disputes;

23.3.3 if any part of this Agreement is held to be deemed illegal or invalid, then that part shall be severed and the remainder of this Agreement shall remain in full force and effect; and

23.3.4 if either of us does not require performance at any time of an obligation under this Agreement, we will still be able to seek to enforce that obligation if we choose.

23.4 Unless agreed in writing by the parties to the contrary, any amended versions of the Terms and Conditions, Fee Schedule or Tri-Party Agreement will form part of and supersede all prior versions of this Agreement if:

23.4.1 we post the amended version on the Payrix Portal and/or our website; https://www.payrix.com/au/useful-documents

23.4.2 You have not advised us in writing within 14 days after posting of Your objection; and

23.4.3 You continue to use our Services.

23.5 Where the expression 'We may' is used in this Agreement, it means that:

23.5.1 we have the right referred to but no obligation to exercise the right;

23.5.2 the right may be exercised at our discretion, but at all times in accordance with the terms of this Agreement, noting that You maintain the right to terminate the Agreement under clause 19.1;

23.5.3 You acknowledge and agree that we have the right; and

23.5.4 You authorise us to exercise the right in accordance with the terms of this Agreement if we choose.

23.6 Where the expression 'You may' is used in this Agreement, it means that You have the right referred to in the way described directly above.

23.7 Payrix will meet all its regulatory and compliance obligations under the Australian Financial Services License (“**AFSL**”) pursuant to section 912A of the *Corporations Act 2001 (Cth)*.

23.8 Neither our agreement to provide the Services to You nor the supply of such Services shall confer any right upon You to use any trademark of which we are the registered holder, and at all times such trademarks remain the property of Payrix.

24. PCI Security Standards Compliance

24.1 Payrix Australia Pty Ltd, its operations as a Payment Service Provider (“**PSP**”) including Internet-based payment services, Point of Sale (“**POS**”), Mail Order/Telephone Order (“**MOTO**”) and real time payment processing, its Services and its software, is Level 1 PCI DSS Compliant as assessed by Sense of Security Pty Ltd, qualified security assessors. Our PCI DSS Compliance certificates are available at: https://www.payrix.com/au/useful-documents or upon written request.

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24.2 You acknowledge and understand that it is Your responsibility to fulfil Your own PCI Security Standards compliance requirements and that by entering into this Agreement You warrant that You are aware of Your PCI Security Standards obligations and comply with all such obligations at the time of entering into this Agreement and during the Term of this Agreement.

24.3 You acknowledge and understand that You may be required to undertake Your own external advice and audit relating to Your own PCI Security Standards compliance requirements.

24.4 You must provide Payrix, as reasonably required and in a timely manner, with:

24.4.1 all information and attestation to Your PCI Security Standards obligations and certification;

24.4.2 immediate notification in the event of a PCI Security Standards compliance breach and/or if You are under investigation for non-compliance; and

24.4.3 annual and/or periodic documentation detailing Your compliance with PCI Security Standards and remediation plans for any non-compliant processes.

24.5 You acknowledge and agree that you will be responsible for all costs in relation to complying with this clause 24, including where You use the SaferPayments PCI DSS compliance management programme ("**SaferPayments**") and associated Breach Assistance Program ("**BAP**").

24.6 You warrant and accept that merely by utilising our Services You are not considered to be compliant with PCI Security Standards.

25. Your Obligations to Us

25.1 You must:

25.1.1 adhere at all times to our standard operating procedures amended by us and notified to You from time to time;

25.1.2 keep Customer account details, if held in an electronic form, secure in compliance with the requirements of the PCI Security Standards;

25.1.3 store all DDR and EDDRs forms in a safe and secure place for at least seven (7) years from the date of the last transaction initiated by the relevant Customer to which each form relates, or until delivered to us, whichever is the sooner; and

25.1.4 subject to clause 12.1, provide financial security to us to cover the risk of us providing the Services.

25.2 You must not:

25.2.1 process transactions of behalf of another or unrelated business or party;

25.2.2 process transactions other than for the intended purpose categorised by You in Your Application Form;

25.2.3 make or authorise any press release or other public statement concerning us or the Services without our prior written consent;

25.2.4 distribute publicity, advertising or other materials containing reference to us without our prior written consent; or

25.2.5 use Customer account details for any purpose other than enabling us to provide the Services.

25.3 You must provide us with any requested information, provided it is necessary and reasonable in the circumstances or required under the relevant Card Scheme Rules, to verify that:

25.3.1 You are compliant with this Agreement;

25.3.2 You and Your directors, proprietors [and/or Guarantors] are solvent; and

25.3.3 our records are up to date.

25.4 Information relating to clause 25.3 includes but is not limited to:

25.4.1 ASIC information;

25.4.2 bank statements;

25.4.3 drivers' licences; and

25.4.4 address details.

26. Definitions

Agreement refers to the Agreement between You and us consisting of the Application Form, Fee Schedule, these Terms and Conditions, the policies referred to in these Terms and Conditions, Tri-Party Agreements, any further conditions agreed in writing by us and You from time to time and conditions as required by the PDS.

AFSL is a reference to an Australian Financial Services Licence by which Payrix are authorised to conduct a financial services business for the purposes of providing general financial product advice on non-cash payment products.

API refers to the Payrix Web Services Application Programming Interface.

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Application Form means the application form completed and submitted to us by You for the Services, including all supporting documentation provided to us in connection with the application.

ASIC means the Australian Securities and Investment Corporation.

BECS Rules and Procedures means the Bulk Electronic Clearing System rules and procedures issued by the Australian Payments Network as far as they apply to the Services provided by Payrix.

BPAY is an electronic bill payment system in Australia which enables payments to be made through a financial institution's online, mobile or telephone banking facility to organisations which are registered BPAY billers.

Business (or "Merchant") means the holder of the ABN or ACN, the Company, Business or Sole Trader as detailed within the completed and signed Payrix Application Form. References to ''You', 'Your' are usually references to the Business but not in cases such as 'this Agreement' or 'we both agree' where the context clearly requires otherwise.

Business Banking Day means any day on which banks in, Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia. These days are determined by public holidays which are gazetted by the State Governments.

Cardholder means the individual whose name is embossed on a Card and any authorised user of such Card.

Card Scheme, also known as card network, means payment network linked to payment cards such as debit or credit cards, used to administer and promote Scheme Card transactions including without limitation MasterCard International Inc, Visa International Inc, China Union Pay and eftpos Payments Australia Limited.

CCA means the *Competition and Consumer Act 2010* (Cth).

Chargeback refers to where the Cardholder, or issuing bank, raises a dispute and claim for the return of funds in connection with a transaction we made on Your behalf where funds have been forwarded to You.

Chargeback Fee means the Chargeback Fee provided for in the Fee Schedule.

Chargeback Retrieval Fee means the Chargeback Retrieval Fee included in the Fee Schedule.

Claim refers to where the account holder, or issuing bank, raises a dispute for the return of funds in connection with a transaction we made on Your behalf where funds have been forwarded to You.

Claim Fee means the Claim Fee as provided for in the Fee Schedule.

Claim Retrieval Fee means the Claim Retrieval Fee included in the Fee Schedule.

Confidential Information (and /or Proprietary and Confidential Information) has the meaning given to it in clause 20.

Customer refers to a customer of Yours.

Customer Data means Customer information or records (including cardholder data) held by the Business.

Customer Payments refers to amounts payable to You from the Customer by bank transaction, PayTo, BPAY or card Payment.

Customer Terms means the terms and conditions that Your Customers must accept and agree to prior to making a payment to You by utilising the Services, if required by Payrix.

Data Transfer Fee means the charge applied for transferring your Customer Data to an alternative payment services provider, as included in the Fee Schedule.

DDR means a Direct Debit Request in our required or approved format.

Direct Debit means the debiting of Customer Payments from a Customer's account at Your direction and authorised by the Customer.

Direct Debit Services Agreement is an agreement which sets out the rights and obligations of the parties when undertaking a direct debit arrangement.

eDDR means an electronic Direct Debit Request.

Failed Payment refers to a Customer Direct Debit amount which has been processed by us but not accepted or authorised by a financial institution and not received by us.

Failed Transaction means any Direct Debit transaction undertaken by us which ultimately fails before or after it is processed by us for reasons outside of our control, and includes without limitation Chargebacks, Reversals, Failed Payments and disputed payments.

Fees refers to the charges and rates payable by You to us as described in the Agreement including in the Application Form, these Terms and Conditions and the Fee Schedule.

Fee Schedule means the Schedule A – fee schedule to the FSG PDS, outlining the general fees and charges payable to Payrix in respect to transactions performed and Services provided by Payrix, as amended by us from time to time.

FSG PDS means the Financial Services Guide and Product Disclosure Statement.

Guarantee has the meaning given to it in Clause 12.

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Insolvent means bankrupt, in liquidation, in administration, in receivership, subject to deed of company arrangement, subject to scheme of arrangement or otherwise unable to pay Your debts as and when they fall due.

Nominated account means the account(s) held at a Financial Institution in Australia which You have nominated on Your Application Form and which You use as a billing account (to debit Fees and other charges), or as a settlement account (to credit funds), or as a combined billing and settlement account.

NPP means the New Payments Platform for fast payments in Australia which enables households, businesses and government agencies to make simply addressed payments, with near real-time funds availability to the recipient, on a 24/7 basis.

Party means the Business or Payrix, and Parties shall mean both the Business and Payrix.

Payment Services Provider (PSP) means a company that facilitate electronic payment transactions among various parties, such as customers, businesses and banks. PSPs provide the necessary infrastructure, security measures and compliance with regulations to allow businesses to accept a wide range of payment methods securely and efficiently via a single platform or integration.

Payrix refers to Payrix Pty Ltd (ABN: 63 135 196 397, AFSL No. 418105), the provider of the Services described in the FSG PDS. References to 'we', 'us', 'our' and 'ours' are usually references to Payrix, but not in cases such as 'this Agreement' or 'we both agree' where the context clearly requires otherwise.

Payrix Portal means Payrix's online payment platform used to facilitate and/or manage Customer Payments.

PayTo means a digital payment solution for merchants and businesses to initiate real-time payments from their Customer's bank accounts.

PayTo Service Agreement means an agreement between the Customer and Payrix which authorises Payrix to arrange for payments to be made from the Customer's bank account held at their nominated financial institution.

PCI means the Payment Card Industry.

PCI Security Standards means the security standards set and governed by the Payment Card Industry Security Standards Council (PCISSC), including:

- **Payment Card Industry Data Security Standards** (PCI DSS), which applies to the storage, processing or exchange of Cardholder Data;
- **Payment Application Data Security Standards** (PA-DSS) which apply to software applications that process Cardholder data; and
- **PIN Transaction Security** (PTS) requirements, which apply to the security of Cardholder data at the point of interaction, such as at an automatic teller machine (ATM) or POS terminal.

POS means point of sale or a place where a Customer executes the payment for goods or services and where sales taxes may become payable, and a POS transaction is any purchase a Customer makes with a Scheme Card.

Prescribed Terms means any terms, conditions, guarantees and warranties which the CCA and any other law expressly provides, may not in respect of this Agreement be excluded, restricted or modified, or may be excluded restricted or modified only to a limited extent.

Privacy Policy means Payrix's privacy policy published on our website and amended from time to time, which sets out how we collect and treat personal information You provide to us, including Your and Customer Data.

Related Body Corporate has the meaning set out in the *Corporations Act 2001* (*Cth*)

Reversal refers to Customer Payment from a bank account which has been received by us and forwarded by us to You, but which is subsequently reversed by a financial institution or other third party.

SaferPayments means a security compliance programme designed to help Businesses manage their Payment Card Industry Data Security Standards (PCIDSS) obligations.

Scheme Card means any credit, debit, charge or method of payment approved by the Australian Prudential Regulatory Authority (APRA) as a payment facility.

Service Fee means the Fees payable by the Business to Payrix pursuant to the terms of the Agreement, as disclosed in the Fee Schedule or otherwise agreed between the Business and Payrix.

Services refer to our Direct Debit payment system, payment gateway, API, DDR, eDDR, PayTo, hosted payment page and transparent redirect (and includes the activities we undertake to authorise, process and settle all transactions undertaken by Your Customers or as necessary for us to perform the functions required by this Agreement) and Service means any one of them as the context requires,

Software Partner means the provider of business management software that is integrated and/or holds an integrated partnership agreement with Payrix.

SSL means secure sockets layer, a security protocol that creates an encrypted link between a web server and a web browser.

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Term means a period commencing from the date we approve Your Application Form or as otherwise agreed in writing by the Parties, and continuing until terminated in accordance with this Agreement.

Terms and Conditions means this document and any attachments thereto.

Termination Date refers to the date of termination of the Agreement, in accordance with these Terms and Conditions.

Tri-Party refers to the agreement between, Payrix, the Business and any sponsor acquirer used by Payrix.

Trust account means a bank account operated by Payrix used to hold settlement funds, on deposit and in trust on Your behalf pending transfer to You in accordance with the terms of this Agreement.

You or **Your** refers to the Business.

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Attachment 1: Point of Sale (POS) General Terms

1. Definitions

The terms used in this Attachment have the same meaning as the Terms and Conditions. In addition, the following terms shall apply for the purposes of this Attachment 1.

AML/CTF means anti-money laundering and counter-terrorism financing.

Authorisation means a confirmation by the Card Issuer that the card number exists and that enough funds are available to allow the Transaction to go ahead.

Card means a payment card or any form factor that can be used to initiate a payment Transaction as specified on the Application Form.

Card Scheme means any entity formed to administer and promote Cards, including without limitation MasterCard International Inc, Visa International Inc, China Union Pay and eftpos Payments Australia Limited.

Card Scheme Rules means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Scheme.

Equipment means the POS Terminal and associated hardware, spare parts, replacement parts and software at Your premises through which electronic funds transfer can occur (including Supplied Equipment and the Reporting Platform but excluding power outlets and telecommunications lines.)

General Terms means the terms and conditions set out in this document as amended from time to time.

Issuer means an issuer of a Card.

Operating Procedures means any operating manual and information provided or otherwise made available to You by us from time to time, including operational procedures, instructions and other directives relating to Transactions, as amended from time to time or any charge card company rules or Card Scheme Rules, industry regulations and any information identified as such on our website accessible to You.

Personnel means any of Your employees, contractors, officers, agents and secondees.

POS Terminal means a point-of-sale device placed in a merchant location which is connected to our system and is designed to authorise, record and settle data by electronic means for all sales Transactions with us.

Recurring Transactions means Transactions that occur where a merchant has an ongoing standing authority from the Cardholder to process Transactions against a Cardholder's credit card, scheme debit or charge card account (as applicable) at predetermined intervals (not exceeding one year between Transactions).

Refund means the reversal of a sales Transaction in accordance with the Operating Procedures.

Reporting Platform means an online platform provided by us to You that will enable You to view Your Transaction history and other reports.

Sales Receipt means evidence of a purchase of goods or services by a Cardholder from a merchant using a Card, regardless of whether the form of such evidence is in paper, electronic or otherwise, and which evidence conforms to Card Scheme Rules.

Software means all software, platforms, computer programs, related documentation, technology and processes embodied in or provided in connection with the Supplied Equipment and the Reporting Platform.

Standard No. 3 of 2016 means 'Standard No. 3 of 2016 – Scheme Rules Relating to Merchant Pricing for Credit, Debit and Prepaid Card Transactions', being a Standard issued by the Reserve Bank of Australia under section 18 of the *Payments Systems (Regulation) Act 1988* as amended from time to time.

Supplied Equipment means Equipment and Software supplied by us to You under the terms of this Agreement.

Transaction includes a sales transaction (being the supply of goods or services or both), a cash out transaction, void reversal, pre-authorisation, tokenisation, refund, or cash related transaction in which a Card or Card number is used, and which is processed by You either manually or electronically.

2. Equipment and Getting Started

2.1 Site preparation and installation

2.1.1 You will at Your own cost prepare Your site(s) for the installation of the required Equipment and Services, including the installation and maintenance of any and all telecommunication services, internet services, power supply lines, and other services as necessary.

2.1.2 Additional sites under this Agreement may only be added by agreement with us in writing.

2.2 Use of Your own Equipment

2.2.1 Use of Your own Equipment is prohibited under this provision.

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2.3 Equipment Supplied by Us

2.3.1 Where we or a third party on our behalf provide You with any Equipment (Supplied Equipment):

(a) You must maintain and take proper care of the Supplied Equipment;

(b) we will retain all ownership and rights in and to the Supplied Equipment as well as associated manuals and card decals and promotional material; and

(c) we will be entitled to replace the Supplied Equipment with new Equipment.

2.3.2 You must allow us to upgrade the Supplied Equipment as required when industry or security standards change. If we replace any Supplied Equipment, we will where practicable give you a minimum of thirty (30) days written notice of any additional amounts You may have to pay. You must discontinue use of any replaced Supplied Equipment as directed.

2.3.3 Upon installation of Supplied Equipment, we will provide training, either online, or by phone on the use of the Supplied Equipment to one delegate nominated by You. You are then responsible (including for all costs) for training Your Personnel and must not permit untrained Personnel to operate the Supplied Equipment.

2.4 Use

You must:

2.4.1 operate any Supplied Equipment in accordance with any Operating Procedures and technical manuals provided to You from time to time by us or our partner(s);

2.4.2 use the Supplied Equipment only for the purposes contemplated by this Agreement;

2.4.3 safeguard the Supplied Equipment from loss, alteration, damage, unauthorised use, misuse or theft;

2.4.4 promptly notify us of any damage to or loss of Supplied Equipment;

2.4.5 not lease or sublease the Supplied Equipment, or pledge, lend, create a security interest in, or directly or indirectly create, incur, assume or allow to exist any other consensually or judicially imposed liens or encumbrances on the Supplied Equipment;

2.4.6 not remove, disconnect, relocate, modify or in any way alter any Supplied Equipment without our prior written consent; and

2.4.7 pay us the repair cost or replacement value (as applicable) of any lost, stolen or damaged Supplied Equipment, as notified by us. The loss, destruction, theft of or damage to the Supplied Equipment shall not relieve You from Your obligations under this Agreement.

2.5 Maintenance

2.5.1 If an item of Supplied Equipment appears to be defective, You must promptly notify us. We will:

(a) provide general support, assistance and advice regarding the technical and operational features of the Supplied Equipment; and

(b) use our reasonable endeavours to identify and rectify faults in the Supplied Equipment, including Software, via remote access or on-site support and maintenance as we may deem appropriate.

2.5.2 You must ensure that we and our authorised agents may enter Your premises at any time, on reasonable notice, to install, inspect the condition of, replace, repair or maintain the Supplied Equipment and any Software.

2.6 Software Licence – Supplied Equipment

2.6.1 You must not reproduce, communicate, modify or reverse engineer the Software;

2.6.2 You must not give any third-party access to the Software without our prior written consent; and

2.6.3 We grant You a non-exclusive, temporary and revocable license to use the Software in Your operation of the Supplied Equipment for the Term of this Agreement.

3. Processing Transactions

3.1 You must use the Equipment to process all Transactions.

3.2 You must only process Transactions if the Cardholder has received the goods or services from You unless the Cardholder has agreed to receive them later.

3.3 You must not split a single sale into more than one card Transaction.

3.4 You must stop accepting any Card as soon as we tell You to do so.

3.5 You must not give a cash Refund for a Card purchase, and any Refund must go back to the same Card account used for the purchase Transaction.

3.6 When You process a Transaction:

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3.6.1 all details on the Sales Receipt for a terminal and card present situation must be true;

3.6.2 the Transaction must not be subject to any known dispute, set-off or counter-claim;

3.6.3 You must have no knowledge or notice of any fact or circumstances which would indicate that the Transaction was fraudulent or not authorised by the Cardholder;

3.6.4 the Transaction must be made in accordance with this Agreement, including any applicable Card Scheme Rules and Operating Procedures; and

3.6.5 the Transaction must not be a payment for goods or services that violates applicable federal, state and territory, or local law.

3.6.6 You must not manually key a Transaction on a Card where the Card has not processed correctly through a Card terminal or the Equipment.

3.6.7 You must process all Transactions in Australian dollars.

3.6.8 For Card Transactions that are approved by the Card Issuer as cash out Transactions, at Your discretion, You may provide the Cardholder with cash either with or without a purchase of goods or services from You, but only when Authorisation is given.

3.6.9 You may only provide cash out services in circumstances where You have been authorised by us to do so and where You do so in accordance with Card Scheme Rules. All cash out Transactions must:

(a) only be in Australian dollars;

(b) only be offered where the Cardholder and Card are present;

(c) only be offered in respect of Cards that are specifically enabled for cash out Transactions; and

(d) be processed only using the cash out menu or facility on the Supplied Equipment.

3.7 Recurring Transactions

3.7.1 You may obtain and hold a compliant cardholder authorisation through our platform or a compliant system approved by us or any other compliant system as approved by us for all Recurring Transactions; and

3.7.2 You may only store Cardholder data in accordance with PCI DDS requirements.

3.8 Surcharge

3.8.1 It is Your responsibility to read and understand the requirements of Standard No. 3 of 2016, or any successor to this Standard.

3.8.2 If You charge a fee for Transactions, You must:

(a) ensure the fee is valid under applicable regulation and Card Scheme Rules and does not exceed the calculated average cost of acceptance as noted in Your monthly merchant service statement;

(b) clearly disclose the fee to a Cardholder before processing a Transaction either online or in person;

(c) include any fee in the Transaction and not process it as a separate Transaction unless it relates to a cash out Transaction; and

(d) We do not need a separate indeminity

4. Transaction Records

4.1 You must

4.1.1 promptly provide us with Your records of any Transaction, where there are any retained records of the Transaction, and all information and assistance that we may reasonably require, relating to any Transactions;

4.1.2 keep in a secure manner all Transaction records for at least 24 months from the time when the Transaction was accepted; and

4.1.3 give us a clear and legible copy of any receipt, voucher, or other Transaction record that we ask for (otherwise the Transaction may be charged back to You).

5. Anti- money-laundering

5.1 You acknowledge that a Transaction may be blocked or stopped and that a settlement may be delayed where we have reasonable grounds to suspect that it might in any way cause us to:

5.1.1 breach any applicable law or regulation of any place or jurisdiction;

5.1.2 deal in any way with any person (natural, corporate or governmental) that is sanctioned, or is connected in any way to any person that is sanctioned, under economic and trade sanctions imposed by the United Nations, the European Union or any country;

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5.1.3 breach any sanction of any kind imposed by any country (including any sanction that supports a decision or resolution of the United Nations Security Council);

5.1.4 deal in any way with any person (natural, corporate or governmental) that has been listed or named by any government, or independent authority (such as the United Nations or the European Union), as a person who is in any way suspected of being involved (or potentially involved) in terrorism or in any activities connected with terrorism; or

5.1.5 be involved (whether directly or indirectly) in any Transaction which involves the proceeds of unlawful conduct or which involves proceeds which might be applied for the purposes of unlawful conduct.

The circumstances listed in clauses 5.1.1 through 5.1.5 are each an "**Unlawful Act**".

5.2 You acknowledge and agree that we will not be liable for any loss suffered by You or Your Personnel or related entities as a consequence of any action or inaction by us in accordance with clause 5.1.

5.3 You must provide all information to us which we may reasonably require in order to:

5.3.1 manage our AML/CTF and economic and trade sanctions risks;

5.3.2 comply with any laws, regulations, or other prohibitions that may be applicable to us with respect any Transaction, requested action or obligation applicable to us; and/or

5.3.3 to avoid involvement in any Unlawful Act.

5.4 You warrant and undertake to us that You will not request us to take any action or perform any obligation, in connection with this Agreement that might knowingly cause us to be involved in any Unlawful Act. Should You become aware that we might become involved in an Unlawful Act in connection with this Agreement, You must immediately tell us of the fact or circumstance that might cause us to be at risk of involvement in an Unlawful Act. Should You become aware that we have become involved in an Unlawful Act, as a result of Your performance of any action or obligation in connection with this Agreement, You must immediately tell us of the facts or circumstances that has caused this to occur.

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Direct Debit Request (DDR) Service Agreement

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with Payrix and the Business. It also details what our obligations are to You as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

I/We hereby authorise Payrix Pty Ltd (ABN: 63 135 196 397) Direct Debit User ID 382220 to make periodic debits on behalf of the "Business" as indicated on the front of this Direct Debit Request (herein referred to as the Business).

I/We acknowledge that Payrix is acting as a Direct Debit Agent for the Business and that Payrix does not provide any goods or services and has no express or implied liability regarding the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

I/We acknowledge that Payrix and the Business will keep any information (including account details) contained in the Direct Debit Request confidential. Payrix and the Business will make reasonable efforts to keep any such information that we have about You secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about you:

(a) to the extent specifically required by law; or

(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

I/We acknowledge that the debit amount will be debited from my/our account according to the Direct Debit Request, this Agreement and the terms and conditions of the agreement with the Business.

I/We acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

I/We acknowledge that is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the Direct Debit to be honoured on the debit date. Direct debits normally occur overnight; however transactions can take up to three (3) business days depending on your financial institution. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/We agree that Payrix will not be held responsible for any fees and charges that may be charged by your financial institution.

I/We Acknowledge that there may be a delay in processing if:

(a) There is a public or bank holiday on the day, or any day after the debit date;

(b) A payment request is received by Payrix on a day that is not a Business Banking Day; or

(c) A payment request is received after normal operational hours, being 2.30pm Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the Business agreement. I/We authorise Payrix to vary the amount of the payments upon instructions from the Business.

I/We do not require Payrix to notify me/us of such variations to the debit amount.

I/We acknowledge that the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments. I/We acknowledge that the Business is to provide 14 days' notice if proposing to vary the terms of the debit arrangements.

I/We acknowledge that variations to the debit arrangement will be directed to the Business.

I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, you are advised to contact your financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, I/We will be responsible for any Fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by Payrix.

I/We authorise Payrix to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that if specified by the Business, a setup, variation, dishonour, SMS or processing fees may apply as instructed by the Business. I/We authorise:

(a) The Debit User to verify details of my/our account with my/our financial institution; and

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(b) The Financial Institution to release information allowing the Debit User to verify my/our account details.

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