

## GENERAL TERMS

### 1. PROVISION OF MERCHANT SERVICES

- (a) We will provide merchant services to you in the manner provided for in this Agreement. You are agreeing to only use the merchant services in accordance with the terms of this Agreement.
- (b) The merchant services can only be used by you. This means that you are not authorised to allow any other person (such as a related company) to use the merchant services.
- (c) Our provision of the merchant services is subject to, and will not commence until:
  - (i) the satisfactory completion of our KYC Procedures as they apply to you;
  - (ii) our receipt of all documents requested in the Application and otherwise under the terms of this Agreement; and
  - (iii) any requested trust information, or partnership information, about you has been provided to us.

### 2. EQUIPMENT AND GETTING STARTED

#### 2.1 Site preparation and installation

- (a) 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. In doing so, you must meet our reasonable requirements applicable to site security standards and any other relevant site requirements as separately notified by us to you.
- (b) Additional sites under this Agreement may only be added by agreement with us in writing.

#### 2.2 Use of your own Equipment

- (a) Where you intend to use any of your own Equipment:
  - (i) that Equipment must first be approved by us and comply with all regulations, policies, systems, software and certification procedures specified by us from time to time;
  - (ii) you are solely responsible for purchasing, leasing, maintaining, repairing and replacing the Equipment you supply and use, and you indemnify us from and against any losses, liabilities, damages and expenses arising out of any failure in the performance or breakdown of that Equipment.
- (b) Where you are using your own Equipment, you must:
  - (i) upgrade that Equipment (including any software) in the event of an industry or security standard change or where otherwise reasonably notified by us and within the specified timeframe;
  - (ii) comply with all of our reasonably requested security requirements; and
  - (iii) maintain and take proper care of the Equipment, including the regular servicing of the Equipment.

### 2.3 Equipment supplied by us

- (a) Where we provide you with any Equipment (**Supplied Equipment**):
  - (i) we will deliver and install the Supplied Equipment at the site designated by you in the Application;
  - (ii) you must maintain and take proper care of the Equipment, including the regular servicing of the Supplied Equipment;
  - (iii) 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
  - (iv) we will be entitled to replace the Supplied Equipment with new equipment.
- (b) 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 notify you of any additional amounts you may have to pay. You must discontinue use of any replaced Supplied Equipment as directed.
- (c) 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:

- (a) operate any Equipment in accordance with any Operating Procedures and technical manuals provided to you from time to time by us or our partner(s);
- (b) use the Equipment only for the purposes contemplated by this Agreement;
- (c) safeguard the Equipment from loss, alteration, damage, unauthorised use, misuse or theft;
- (d) promptly notify us of any damage to or loss of Supplied Equipment;
- (e) 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;
- (f) not remove, disconnect, relocate, modify or in any way alter any Equipment without our prior written consent;
- (g) display our decals, advertising or signs, as supplied by us in respect of the Services, in a prominent manner; and
- (h) 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

- (a) If an item of Supplied Equipment appears to be defective, you must promptly notify us. We will:

- (i) provide general support, assistance and advice regarding the technical and operational features of the Supplied Equipment; and
  - (ii) 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.
- (b) 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**

- (a) You must not reproduce, communicate, modify or reverse engineer the Software.
- (b) You must not give any third party access to the Software without our prior written consent.
- (c) We grant you a non-exclusive, temporary and revocable licence to use the Software in your operation of the Supplied Equipment for the term of this Agreement.

## **3. USE OF OUR REPORTING PLATFORM**

Where you receive access to the Reporting Platform, to enable you to view your Transaction history and reports you agree that:

- (a) we retains all intellectual property rights to the Reporting Platform;
- (b) you and your Personnel will utilise the Reporting Platform only for the purposes of receiving the merchant services under this Agreement and in accordance with the applicable “User Guide” provided to you;
- (c) you will be bound by any reasonable use terms displayed at the point of log in to the Reporting Platform;
- (d) you will comply with any reasonable instructions otherwise given by us in respect of use of the Reporting Platform;
- (e) your use of the Reporting Platforms is subject to the license and use terms in clause 2.6; and
- (f) we may terminate immediately access to and use of the Reporting Platform for any one or more users if the users do not adhere to the requirements set out in this clause 3.

## **4. PROCESSING TRANSACTIONS**

- (a) You must use the Equipment to process all Transactions.
  - (b) 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.
  - (c) You must not split a single sale into more than one card transaction.
  - (d) You must stop accepting any Card as soon as we tell you to do so.
  - (e) 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.
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- (f) When you process a transaction:
  - (i) all details on the Sales Receipt for a terminal and card present situation must be true;
  - (ii) the transaction must not be subject to any dispute, set-off or counterclaim;
  - (iii) 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;
  - (iv) the transaction must be made in accordance with this Agreement, including any applicable Card Scheme Rules and Operating Procedures; and
  - (v) the transaction must not be a payment for goods or services that violates applicable federal, state or local law.
- (g) For Card transactions that are approved by the card issuer as cash out transaction, 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.
- (h) You must not manually key a transaction on a Card where the Card has not processed correctly through a Card terminal or the Equipment.
- (i) You must process all transactions in Australian dollars except where you have been approved for Dynamic Currency Conversion (DCC).
- (j) 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:
  - (i) only be in Australian dollars;
  - (ii) must only be offered where the Cardholder and Card are present;
  - (iii) only be offered in respect of Cards that are specifically enabled for cash out transactions; and
  - (iv) be processed only using the cash out menu or facility on the Equipment.

## **5. TRANSACTION RECORDS**

You must:

- (a) 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;
- (b) keep in a secure manner all Transaction records for at least 24 months from the time when the Transaction was accepted;
- (c) 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).

### **5.1 Recurring Transactions**

- (a) 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.

- (b) You may only store Cardholder data in accordance with PCI DDS requirements.

## 5.2 Chargebacks

- (a) If a Transaction is an Invalid Transaction as denoted in clause 5.2(c), or otherwise constitutes a valid Chargeback in accordance with this Agreement and any relevant Card Scheme Rules, we may in our sole discretion (without a request or demand from a Cardholder):
  - (i) refuse to accept the Transaction; or
  - (ii) if the Transaction has been processed, at any time within 180 days of the date of the Transaction, charge that Transaction back to you by debiting the Settlement Account or Fee Account or by otherwise exercising any right under this Agreement.
- (b) We may also refuse to accept or Chargeback any Transaction where:
  - (i) the Cardholder claims the Transaction is invalid or disputes liability for any reason;
  - (ii) you process a cancelled Recurring Transaction; or
  - (iii) the Cardholder asserts a claim for set off or counterclaim.
- (c) A Transaction is an “**Invalid Transaction**” and may be subject to Chargeback if:
  - (i) the Card was not valid at the time of the Transaction (for example, the Card has expired, is not yet valid, or has been cancelled or revoked);
  - (ii) there is no signature on the Sales Receipt where required or the signature on the Sales Receipt is different to that on the Card;
  - (iii) the Cardholder did not participate in or authorise the Transaction;
  - (iv) you used replaced Supplied Equipment after being directed to discontinue such use;
  - (v) the Sales Receipt has been altered without the Cardholder's authority;
  - (vi) the Sales Receipt is incomplete or was not presented to us within the relevant timeframe;
  - (vii) it is subject to dispute, set-off or counterclaim;
  - (viii) it was processed to your own Card;
  - (ix) Authorisation for the Transaction was declined for any reason;
  - (x) it represents the refinance of an existing debt or the collection for a dishonoured cheque;
  - (xi) it represents a transfer of funds, and not the supply of goods or services, or is a Cash Related Transaction;
  - (xii) it is not entered into by you and the Cardholder or is not submitted by any authorised third party;

- (xiii) it is not processed in accordance with the Operating Procedures or any other term of this Agreement;
  - (xiv) you issue a credit which does not have a previous offsetting sale; or
  - (xv) it relates to or is in connection with, the sale of goods or services that are in contravention of the laws of Australia or are otherwise prohibited by us.
- (d) If we receive a payment from a Cardholder relating to an Invalid Transaction that has been subject to a Chargeback, we will credit the Settlement Account with an amount equal to that payment, less any amount we are entitled to withhold or set off under this Agreement.
- (e) Despite any contract, arrangement or understanding to the contrary, you acknowledge that a Cardholder is entitled to initiate a Chargeback of any Transaction where permitted in accordance with relevant Card Scheme Rules.

### 5.3 Anti-money laundering

- (a) You acknowledge that a Transaction may be blocked or stopped and that a settlement may be delayed where we have reasonable grounds that it might in any way cause us to:
- (i) breach any law or regulation of any place or jurisdiction;
  - (ii) 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;
  - (iii) 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);
  - (iv) 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
  - (v) 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 above in (i) to (v) are each an "**unlawful act**".

- (b) 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 paragraph 5.3(a).
- (c) You must provide all information to us which we reasonably require in order to:
- (i) manage our AML/CTF and economic and trade sanctions risks;
  - (ii) 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
  - (iii) to avoid involvement in any unlawful act.

- (d) 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 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.

#### 5.4 Surcharge

- (a) It is your responsibility to read and understand the requirements of Standard No. 3 of 2016, or any successor to this Standard.
- (b) If you charge a fee for Transactions, you must:
  - (i) ensure the fee is valid under regulation and Card Scheme Rules and does not exceed the calculated average cost of acceptance as noted in your monthly merchant service statement;
  - (ii) clearly disclose the fee to a Cardholder before processing a Transaction either online or in person;
  - (iii) include any fee in the Transaction and not process it as a separate Transaction unless it relates to a cash out transaction; and
  - (iv) indemnify us for any fines or costs associated with your non-compliance with any regulation or Card Scheme Rules on surcharging.

#### 6. SETTLEMENT OF CARD TRANSACTIONS

- (a) We will only acquire and settle Transactions for the Card types specified in your Application.
- (b) You must keep one or more bank accounts (**Settlement Account**) at an Australian domiciled financial institution, into and from which we can initiate credits and debits in connection with this Agreement. The Settlement Account must be maintained in your full legal or trading name.
- (c) After presentation of a successful Transaction pursuant to the Operating Procedures, we will in accordance with our standard settlement process pay into your Settlement Account the value of all valid sales and cash out Transactions less any refunds, fees, Chargebacks, or other debits or monies paid into any Reserve Account. Where reasonably practicable, we shall endeavour to initiate a credit into your Settlement Account with the time frame specified in your Application (where that time frame has been accepted by us).
- (d) We will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties such as a Card Scheme, communication platforms and services, your financial institution or any failure in the Australian payment system (or any other payment system).
- (e) If you believe any adjustments should be made with respect to your Settlement Account(s), you must notify us within 45 days after any debit or credit is or should have been effected.

- (f) You warrant that all information provided by you in relation to a Transaction is true and accurate and acknowledge that we will rely on that information, including Sales Receipts.

## **7. CHARGE CARDS**

- (a) You authorise us to share information provided by you in and with your Application with American Express, Diners Club, JCB, Discover and any other Charge Card Company for any agreed purpose, including providing and marketing services to you.
- (b) We may agree to program your terminal and card acceptance solution to accept Transactions by Cards issued by a Charge Card provider. You are responsible for advising us of any MID issued to you by the relevant Charge Card Company before any service can be initiated.
- (c) Our only obligation to you in relation to any Charge Card Transaction is to send the Transaction details to the relevant Charge Card Company or entity which issued the Card.
- (d) We make no representations and give no warranties whatsoever in relation to:
  - (i) the creditworthiness of the person presenting the Charge Card;
  - (ii) your arrangements with, or performance by, the Charge Card Company under your agreement with the Charge Card Company; and
  - (iii) the settlement of funds from Charge Card Transactions.

## **8. INFORMATION, PRIVACY, CONFIDENTIALITY**

### **8.1 Cardholder information**

- (a) You acknowledge that Cardholder information related to a Transaction (including the names, addresses and Card account numbers of Cardholders) is Confidential Information and may constitute personal information under the Privacy Laws.
- (b) You will comply with all applicable Privacy Laws and the PCI DSS requirements. This obligation survives termination of this Agreement.
- (c) If we require it, and where this is relevant to you, you must at our request validate your compliance with PCI DSS by providing us with an attestation of your PCI DSS compliance. You must complete such validation within 60 days of notification of our request to you.
- (d) You must only use Cardholder information and related data to process a Transaction.
- (e) You acknowledge that you do not own any Transaction Data you provide to us. During the term of this Agreement, you may only use, store, copy and disclose Transaction Data:
  - (i) as necessary for the purposes of assisting us and the relevant Card Scheme to complete the Transaction;
  - (ii) to support any loyalty program associated with the Card or Services;
  - (iii) to provide fraud control services; or
  - (iv) for purposes specifically required by law.



- (f) If you use any third party to handle Transaction Data, you must ensure that third party handles that Transaction Data in compliance with laws and this provision of this Agreement.

## **8.2 Your information**

- (a) We will collect and use information about you during the course of your relationship with us. You must let us know when the information you have provided to us has changed.
- (b) You authorise and consent to us sharing your information with third parties for the purposes of enabling us and them to provide the service under this Agreement and in accordance with our privacy collection statement and privacy policy.

## **8.3 Financial and other information**

- (a) Upon request, and where you are legally able or permitted to do so, you will provide us with quarterly financial statements (and/or annual audited financial statements where available), prepared in accordance with generally accepted accounting principles.
- (b) Upon request and after reasonable notice, you shall provide to us or our representatives reasonable access to your facilities for the purpose of our confirming your compliance with your obligations under this Agreement.
- (c) You must advise us immediately of any change in circumstances affecting your business including:
  - (i) any Insolvency Event;
  - (ii) a Change in Control (where you are not a publicly listed company); or
  - (iii) a material change in the nature of the goods and services you are selling, a change in your business name, or a change to the broader scope, nature or type of business activity, business address, or legal status.
- (d) We are entitled to request from you such further information as we consider may be necessary to meet any of our AML/CTF obligations and where legally obliged to do so, we may disclose such information to law enforcement and other government agencies.

## **8.4 Confidential Information**

- (a) You agree to keep all of the Confidential Information, including the terms of this Agreement, confidential.
- (b) You will not breach clause 8.4(a) if you disclose any of the Confidential Information:
  - (i) for the purposes of taking legal or accountancy advice;
  - (ii) as required by law;
  - (iii) to the extent necessary to enforce the terms of the Agreement;
  - (iv) as necessary to comply with your legal and financial obligations; or
  - (v) as otherwise permitted by this Agreement.

## 8.5 Records

You must retain in your possession (while complying with all security requirements) your books of account and records, including all Transaction information, vouchers and invoices and other information as required under this Agreement for a period not less than that required under any and tax legislation applicable to your retention of records. You must provide us with access to these records in a timely manner following a request by us.

## 9. FEES

### 9.1 Fees

- (a) You must pay us the fees for the Services as set out in your Application, as well as any additional fees or other pricing set out in this Agreement (together the **Fees**).
- (b) Where we have not agreed to a net settlement arrangement, we will invoice you in arrears for the Services provided. You must pay each invoice within 7 days of the date of the invoice.
- (c) Where we have agreed to a net settlement arrangement, we may net settle funds to your Settlement Account periodically less any Fees and set offs incurred.
- (d) You must keep a bank account (**Fees Account**) (which may or may not be the same as your Settlement Account) at an Australian domiciled financial institution, from which we may deduct and collect Fees.
- (e) If you do not nominate in your Application a Fees Account, the Settlement Account will be deemed the Fees Account and you authorise us to collect fees from the Settlement Account.
- (f) You must provide upon our request at any time a direct debit request authority to enable us to debit your Fees Account with the Fees and set offs for the Services.
- (g) You agree to reimburse us for the amount of any charges we incur as a result of any debit to the Fees Account being rejected.

### 9.2 Fee adjustment

- (a) Our Fees may be varied or adjusted by us upon 30 days' notice to you:
  - (i) If, over a period of at least 60 days, the actual volume or average Transaction size differs by more than 20% (higher or lower) from what we had reasonably expected when accepting your Application or from what was otherwise represented by you in your Application;
  - (ii) there is a material change in the type of card interchange type presented;
  - (iii) if you significantly change the nature of the goods and services you are selling, or materially change the broader scope, nature or type of business activity you conduct, in a manner that we reasonably consider will increase our risk of providing our services to you;
  - (iv) to account for any additional services or the provision for further Equipment; or
  - (v) to reflect any increases in associated costs (or any new associated costs) by Card Schemes, government or regulatory bodies (such as in the case of

interchange, assessments, taxes and other fees), or to pass through increases charged by third parties for online communications and similar items.

- (b) We may also increase the Fees for any other reason by notifying you in writing 30 days prior to the effective date of any such change.
- (c) We may charge additional fees for responding to specific requests from you for assistance such as providing extra statements, investigations of account activity requested by you, fees associated with dishonoured payments and fulfilling privacy requests. These additional fees may be charged on a time and materials basis or based on the cost of fulfilling such requests averaged across all merchants and represent additional work required to manage your account with us in respect of these requests, which are not part of the Services provided under this Agreement.
- (d) You acknowledge and agree that your continued use of our Services after the expiration of 30 days of notification of a change of the kind referred to in paragraph (a) or (b) of this clause 9.2 will be deemed as your acceptance of the increased fees for Services or modification of the terms, throughout the remaining term of this Agreement.

### 9.3 Referrals

You acknowledge that we may pay amounts to other third parties for referring you to us.

### 9.4 GST

- (a) In this clause 9.4, words and expressions which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) have the same meaning as in the GST Act.
- (b) Unless otherwise expressly stated, all consideration to be provided under this Agreement is expressed exclusive of GST. Where any charges are expressed to be inclusive of GST and the applicable GST rate changes, the charges will automatically be adjusted accordingly.
- (c) If GST is payable by either of us on any supply made under this Agreement, that party will, upon receiving a tax invoice from the other party, pay to the that other party an amount equal to the GST payable on the supply.
- (d) This amount will be paid in addition to, and at the same time, as the consideration for the supply is to be provided.
- (e) You agree that either of us, as a recipient of supplies under this Agreement, including but not limited to the case of refunds and other adjustments, may issue recipient- created tax invoices and submit those invoices to the other. Those invoices will detail the GST applicable to the supply.

## 10. MERCHANT TRANSACTION LIABILITY AND INDEMNITIES

### 10.1 Indemnity by you

- (a) You must indemnify and keep us indemnified against and must pay us on demand against all claims, actions, liability, suits, loses, expenses, costs (including legal costs and disbursements) and damages we may incur or suffer arising out of or in connection with:
  - (i) a Transaction between you and any Cardholder;

- (ii) all Chargebacks including any foreign exchange difference between the value of an original Transaction and the amount of the Chargeback for a Transaction;
- (iii) any Invalid Transaction;
- (iv) any damage or loss to the Equipment;
- (v) you or any of your Personnel processing a Transaction with incorrect Transaction information;
- (vi) any error, negligence, wilful misconduct or fraud by you or your Personnel;
- (vii) any dispute over goods or services between you and a Cardholder;
- (viii) any warranty or representation whatsoever by any person in relation to any goods or services supplied by you;
- (ix) your failure to comply with any of your obligations under this Agreement;
- (x) any enforcement expenses we incur to enforce this Agreement, including any amount reasonably incurred by our use of our staff and facilities, in the event of a breach of the Agreement by you; and
- (xi) fines, fees or penalties (including but not limited to Card Scheme fines) that we are required to pay as a direct or indirect result of your failure to observe any of the procedures, requirements or obligations under this Agreement,

however, you are not required to indemnify us against any claims, actions, liability, suits, loses, expenses, costs and damages we may incur or suffer which are the sole the result of the fraud, wilful default or gross negligence of us, or our employees, contractors or agents. We will also take reasonable steps to mitigate any costs, damages, losses or liabilities which are the subject of your indemnity under this clause.

## 10.2 Indemnity by us

- (a) We must indemnify and keep you indemnified against and must pay you on demand against all claims, actions, liability, suits, loses, expenses, costs (including legal costs and disbursements) and damages you may incur or suffer arising out of or in connection with:
  - (i) any damage or loss to the Equipment caused by us or our Personnel;
  - (ii) any error, negligence, wilful misconduct or fraud by us or our Personnel;
  - (iii) any failure by us to comply with any of our obligations under this Agreement;
  - (iv) any enforcement expenses you incur to enforce this Agreement, including any amount reasonably incurred by your use of your staff and facilities, in the event of a breach of the Agreement by us; and
  - (v) fines, fees or penalties that you are required to pay as a direct or indirect result of our failure to observe any of the procedures, requirements or obligations under this Agreement,

however, we are not required to indemnify you against any claims, actions, liability, suits, loses, expenses, costs and damages you may incur or suffer which are the sole the result of the fraud, wilful default or gross negligence of you, or your employees,

contractors or agents. You will also take reasonable steps to mitigate any costs, damages, losses or liabilities which are the subject to our indemnity under this clause.

### 10.3 Debits and set off

We may exercise our rights under any security we hold from you or in relation to your indebtedness under or in connection with this Agreement. We may, on notice to you, recover any amount you owe us including by setting off that amount against an amount owed to you or held for you, including (without limitation) by:

- (a) debiting your Settlement Account;
- (b) debiting your Fee Account;
- (c) debiting a Reserve Account established under clause 10.5;
- (d) deducting and setting off amounts from settlement funds due to you; or
- (e) invoicing you separately for any of the following amounts:
  - (i) funds credited to your account in error;
  - (ii) Invalid Transactions (including Chargebacks and our related losses);
  - (iii) Fees;
  - (iv) fees and fines imposed on us by any Card Schemes resulting from exchanges or your Chargebacks or your acts or omissions;
  - (v) government charges payable by us and arising in relation to the operation of this Agreement; and
  - (vi) any other amounts then due from you to us, relating to professional services provided or otherwise arising out of or related to this Agreement.
- (f) We may also charge interest at the applicable RBA cash rate plus 3% on amounts outstanding where there were insufficient funds in your account to satisfy the above amounts.

### 10.4 Security

We may from time to time request security from you or a guarantor to secure performance of your obligations under this Agreement. You agree to do all things necessary to put in place enforceable security as requested by us.

### 10.5 Reserve Account

- (a) You authorise us to establish an account in our name with an Australian authorised deposit-taking institution on the terms set out in this clause 10.5 (**Reserve Account**).
- (b) We may, in our absolute discretion, require by notice to you, that the whole or a portion of the value of any Transactions payable to you be deposited into the Reserve Account.
- (c) You irrevocably direct us to pay such funds into the Reserve Account upon receipt of a request from us. We will provide you with a record of any such funds deposited.
- (d) You acknowledge that our obligation under this Agreement to settle Card Transactions will be fully discharged upon the crediting of the Transaction proceeds

to either the Settlement Account or the Reserve Account and that any contribution to the Reserve Account is a separate Transaction between you and us.

- (e) Any funds paid into the Reserve Account in accordance with paragraph (c) represent a debt owing by us to you and is not held by us on trust for you.
- (f) You authorise us to set-off all or part of the monies held in the Reserve Account against any obligations you have to us under this Agreement including, without limitation, any obligation under clause 10.1 and notwithstanding that this Agreement may have terminated.
- (g) We will be entitled to any interest earned on monies held in the Reserve Account.
- (h) We may, in our absolute discretion, repay to you all or part of any money held in the Reserve Account. Such repayment is not a waiver of our right to require further deposits by you into the Reserve Account.
- (i) Within the greater of 180 days from the time of our making a deposit in the Reserve Account, or such longer period of time as is consistent with our liability for Transactions in accordance with the Card Scheme Rules, we will repay to you the amount of that deposit from the Reserve Account, subject to any applicable set off rights we may have.

## **11. TERM AND TERMINATION**

### **11.1 Commencement**

This Agreement arises upon us advising you in writing that we have approved your Application and accepted your offer to enter into this Agreement.

- (a) Your rights under this Agreement first commence:
  - (i) upon you taking delivery of any Equipment enabling the processing of Transactions; or
  - (ii) upon our issuance to you of a MID.

### **11.2 Term**

- (a) This Agreement continues for the Initial Term as set out in the Application (unless terminated earlier in accordance with this Agreement).
- (b) After the Initial Term, this Agreement will continue for successive periods of 24 months unless you or we give at least three months' written notice prior to the expiration of any applicable term.

### **11.3 Termination by us**

We may terminate this Agreement at any time in the following circumstances:

- (a) where there are irregular, invalid or illegal Card sales by you, excessive Chargebacks or any other circumstances which, in our reasonable opinion, may materially increase our exposure to financial or security risk;
- (b) where we are notified that you or your directors appear in Visa's National Merchant Alert Service (NMAS), MasterCard's Member Alert to Control High Risk (MATCH) list or any domestic or international sanctions list;

- (c) where any material change occurs in your business operation, financial condition and outlook, nature of goods and services provided, or the manner in which they are provided (including time of delivery), without notifying us and receiving our consent (which will not be unreasonably withheld) and where, in our reasonable opinion, that change may materially increase our exposure to financial or security risk;
- (d) where your independent certified accountants refuse to deliver an unqualified opinion with respect to your annual financial statements and your consolidated subsidiaries (if applicable);
- (e) where you suffer an Insolvency Event;
- (f) where you purport to assign this Agreement or you are subject to a Change in Control without our consent, which will not be unreasonably withheld;
- (g) where any of the information provided in your Application or your representations or warranties in this Agreement are incorrect, false or misleading in a material respect when made or deemed to be made;
- (h) where you breach any material term of this Agreement and the breach is not capable of remedy;
- (i) where you breach any material term of this Agreement and, where the breach is capable of remedy, you do not rectify the breach with 5 Business Days' notice of the breach;
- (j) where we have reasonable grounds to suspect you have fraudulently processed Transactions or allowed fraudulent Transactions to be processed using the Services; or
- (k) where you are not compliant with PCI DSS regulations.

#### **11.4 Termination by you**

- (a) You may terminate this Agreement on 90 days' written notice.
- (b) You may terminate this Agreement immediately:
  - (i) if we suffer an Insolvency Event;
  - (ii) if we commit a material breach of this Agreement and fail to rectify that breach within 5 Business Days' notice from you of the occurrence of that breach.
- (c) You may terminate this Agreement if we notify you of an increase in the Fees, or of a modification in the terms of this Agreement, which will materially increase your costs under this Agreement or your obligations to us or will materially diminish your rights, and where you provide notice of termination within 30 days of the date of our notice to you.
- (d) You acknowledge and agree that you will be deemed to have terminated this Agreement if you have not processed any Transactions in at least 180 days.
- (e) You agree that if you terminate this Agreement before the end of the term, other than under paragraph 11.4(b) or (c), you will pay the Early Termination Fee per year or part year remaining of the then applicable term for each of your MIDs. You acknowledge that the Early Termination Fee has been set as a genuine pre-estimate of the loss which we will suffer as a result of you terminating this Agreement early and is intended to do no more than compensate us for the loss we will suffer as a result of the early termination. The Early Termination Fee is an amount equal to

80% of the average monthly fees payable to us by you during the 12-month period preceding the termination, or, if less than 12 months have elapsed, the average monthly fees, multiplied by the number of months (including partial months) remaining in the term.

#### **11.5 Termination by Card Schemes**

You acknowledge that the Card Schemes may, under Card Scheme Rules, reserve the right to direct amendment or termination of this Agreement.

#### **11.6 Consequences of termination or expiry**

If this Agreement ends:

- (a) all amounts payable under this Agreement become immediately due and payable in full on demand;
- (b) you must not process any further Transactions through us, and we have no further obligations to accept Transactions from you after the termination date;
- (c) any rights and obligations of either of us which arose before the termination date will continue after termination, including:
  - (i) your obligations to pay or reimburse us for any obligations associated with Transactions you have submitted to us; and
  - (ii) your responsibility for all Chargebacks, Fees, refunds and adjustments resulting from Transactions processed under this Agreement and all other amounts then due or which thereafter may become due under this Agreement.
- (d) we may advise the Card Schemes about your details and the reason we terminated this Agreement.
- (e) you must promptly deliver all Supplied Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Supplied Equipment had at the time of its delivery to you (reasonable wear and tear excepted).

#### **11.7 Return of supplied equipment**

- (a) In order to return Supplied Equipment, you must:
  - (i) call or email our customer service department for the address of the location to send the Equipment;
  - (ii) include the following information within the shipping box:
    - Company name, trading name, complete address and phone number.
    - Name of person to contact if there are any questions.
    - Your merchant account number (as allocated by us); and
  - (iii) maintain proof of delivery documents for your records, and the serial number from the bottom of the terminal.
- (b) For each item of Supplied Equipment that you fail to return to us in accordance with the above terms, you must pay us the Lost Supplied Equipment Fee set out in the



Application. Alternatively, we may retrieve the Equipment from you and you authorise us to access your premises for that purpose.

#### **11.8 Suspension of merchant services**

- (a) We have the right to suspend the provision of merchant services under this Agreement, immediately on notice, if any of the events listed in clause 11.3 occurs.
- (b) When exercising this right, we are not required to tell you when the suspension will end, but will tell you the reason for the suspension by reference to an event listed in clause 11.3.
- (c) Where we suspend the provision of merchant services:
  - (i) you must not accept any Cards as payments for goods or services or for a cash out Transaction and may only use a Card for a refund transaction; and
  - (ii) we are not obliged to accept any Transactions processed by you after giving notification of the suspension.
- (d) The fact of any suspension occurring under this clause 11.8 does not affect our other rights under this Agreement, including our rights to terminate this Agreement under clause 12.

### **12. OUR WARRANTIES AND LIABILITY**

#### **12.1 Warranties and representations**

- (a) To the extent permitted by law, we disclaim all representations or warranties, express or implied, made to you or any other person, including any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of:
  - (i) any Services;
  - (ii) any Equipment or any goods provided incidental to the Services provided under this Agreement.
- (b) Our liability in respect of representations and warranties that cannot be excluded under clause 12.1(a) is limited to the re-supply of the Equipment or the Services or the cost of resupplying the Equipment or the Services.

#### **12.2 Limitations on liability**

- (a) In no event will we or you be liable for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages.
- (b) We shall not be liable for any loss, expenses or damage whatsoever caused by:
  - (i) the failure for whatever reason of a Card or any Equipment or any system (including any communications, messaging, processing or other system) to function properly or at all (except for direct loss or damage attributable to our negligence or wilful default); or
  - (ii) the acquisition by any person of information through any unauthorised electronic or other interception of communication on the system; or
  - (iii) the failure of any systems or equipment provided by you.

- (c) It is your responsibility to ensure that you have other means available to accept payments if there is any malfunction of the Equipment or any system.
- (d) To the extent we are liable under this Agreement, you acknowledge and agree that our cumulative liability for all losses or damages you may suffer arising out of or related to this Agreement will not exceed whichever is the lesser of:
  - (i) \$50,000; or
  - (ii) the amount of Fees received by us pursuant to the Agreement for Services performed in the immediately preceding 12 months.

### **13. DISPUTE RESOLUTION**

- (a) Where you have a complaint in relation to the provision of the Services, you should speak with our customer service team in the first instance. Our aim is to resolve any complaint within ten Business Days. If this is not possible, we will keep you informed on the progress of the matter and how long we expect to take to resolve the complaint.
- (b) Prior to referring a matter to external dispute resolution mechanisms, the parties will attempt to settle by direct negotiation any dispute in relation to this Agreement, including by referral to the parties' respective chief executive officers if the complaint cannot be resolved by our customer service team.
- (c) If the respective chief executive officers are unable to resolve the dispute after 14 days (or such other period as is agreed between the parties) from the date of referral, the parties will refer the dispute to the Australian Financial Complaints Authority before having recourse to arbitration or litigation.
- (d) Nothing in this clause 13 will prevent a party from seeking urgent equitable relief before an appropriate court.
- (e) Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this Agreement.

### **14. FURTHER OBLIGATIONS**

#### **14.1 Assignment and subcontracting**

- (a) You must not assign or transfer your rights or obligations under this Agreement (including by way of a Change in Control or operation of law), or create any security interest in this Agreement, without obtaining our prior written consent (which will not to be unreasonably withheld).
- (b) We may, on 30 days' notice to you:
  - (i) engage one or more of our Affiliates, to provide the Services, including the provision of POS Terminals and other Equipment and local support functions in relation to this Agreement; or
  - (ii) assign, novate or transfer this Agreement and our rights and obligations hereunder and/or may appoint an agent or subcontractor to perform our duties hereunder, in whole or in part, to any other third party.

Before giving you such notice, we will seek your consent to our proceeding under this paragraph 14.1(b) to give you such notice and your consent must not be unreasonably withheld.

#### **14.2 Compliance with laws, regulations and rules**

In performing its obligations under this Agreement, each party agrees to comply with all laws, regulations and rules applicable to it, including the Card Scheme Rules, and the ePayments Code.

#### **14.3 Force majeure**

Except in respect of your obligations under the Operating Procedures, no party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by:

- (a) fire, flood, elements of nature or other acts of God;
- (b) a local or global pandemic that has a material impact on the ability of the relevant party's ability to conduct its business while the pandemic persists.
- (c) any outbreak or escalation of hostilities, war, riots or civil disorders in any country;
- (d) any act or omission of the other party or any government authority;
- (e) any labour disputes (whether or not Personnel demands are reasonable or within the party's power to satisfy); or
- (f) the non-performance by a third party for any similar cause beyond the reasonable control of such party, including without limitation, failures or fluctuations in telecommunications or other equipment or delay or failure of a Card Scheme to pay settlement amounts.

#### **14.4 Personal Property Securities Act (PPSA)**

- (a) If we determine that any document that forms part of the Agreement or any Security (including over Equipment or bank accounts) provided in connection with it contains or creates a security interest for the purposes of the PPSA, you agree to do anything (including obtaining consents, signing documents or supplying information) we ask and consider necessary to:
  - (i) ensure that a security interest created under or connected with this Agreement is enforceable, perfected and otherwise effective;
  - (ii) enable us to apply for any registration or give any notification in connection with the security interest so that the security interest has the priority we require; or
  - (iii) enable us to exercise our rights in connection with the security interest.
- (b) You agree that:
  - (i) we may complete any document on your behalf;
  - (ii) everything you are required to do under this clause is at your expense, and you agree to pay or reimburse our reasonable costs in connection with anything you are required to do under this clause;
  - (iii) you will not register any financing charge statement in respect of a security interest created under or in connection with this Agreement without our consent;

- (iv) we need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) and 132(4) of the PPSA;
- (v) you may not exercise any rights under sections 142 and 143 of the PPSA;
- (vi) neither we nor any receiver (or receiver manager) appointed by us need give any notice required under the PPSA, unless it is required by the PPSA and cannot be excluded; and
- (vii) you will not disclose or permit any party to disclose any information of the kind referred to in section 275(1) of the PPSA unless section 275(7) of the PPSA applies.

## **15. GENERAL**

### **15.1 Interpretation**

- (a) If there is an inconsistency between the documents forming the Agreement, the following order prevails:
  - (i) the Special Conditions (if any);
  - (ii) the Application;
  - (iii) these General Terms; and
  - (iv) the Operating Procedure, if any, provided to you by us from time to time.
- (b) A reference to "you" or "your" is a reference to the Merchant, and a reference to "we", "our" or "us" is a reference to Till Payments Solutions Pty Ltd ABN 64 160 726 349.
- (c) A reference to an individual or person includes a reference to a company and any other entity the law recognises.

### **15.2 Notices**

- (a) Except as otherwise specifically provided or agreed, all notices and other communications required or permitted under this Agreement, must be in writing and sent by mail, courier or email:
  - (i) if to you at your address or email address appearing in the Application or as otherwise notified by you from time to time; and
  - (ii) if to us to S6, 2-4 Giffnock Avenue, Macquarie Park, NSW 2113, Attn: General Manager or as otherwise notified by us from time to time.
- (b) Notices are deemed to have been given:
  - (i) if sent by mail, on the fifth day after posting;
  - (ii) if sent in any other manner, when actually received.

### **15.3 Consents**

A party may conditionally or unconditionally give or withhold any consent to be given under this Agreement and is not obliged to give its reasons for doing so.

### **15.4 Amendment**

We may vary any provision of this Agreement at any time by giving you notice in the time and form set out below:

| Form of change   | Notice period  | Method of notification                      |
|--|--|---|
| New fee (unless otherwise provided for in this table)        | 30 days in advance   | In writing either by mail or electronically |
| New or increased Government, Card scheme or Equipment charge | Where possible at least 7 days in advance, or otherwise as soon as reasonably practicable after the change | In writing either by mail or electronically |
| Any other change or variation                                | At least 30 days in advance  | In writing either by mail or electronically |

**15.5 Severability**

The parties intend every provision of this Agreement to be severable. If any part of this Agreement is not enforceable, it is severed and the remaining provisions remain valid and enforceable.

**15.6 Waiver**

If a party to this Agreement does not enforce a right for breach of this Agreement, this does not mean that the party has waived its rights for that or any other breach.

**15.7 Governing law**

This Agreement is governed by the laws in force in New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

**15.8 Entire agreement**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any previous agreements and understandings.

**15.9 No partnership**

Nothing in this Agreement creates a relationship between you and us as partners, joint venture parties or principal and agent, unless otherwise stated. You must not act as if, or represent or attempt to represent to any person that such relationship exists.

**16. GLOSSARY**

In addition to the terms defined throughout these General Terms, the following terms mean as follows:

**Affiliates** means any entity directly or indirectly controlled by us and, for the purposes of this definition, “control” means:

- (a) the beneficial ownership of more than 50% of the issued shares of the party; or

- (b) the capacity to determine the outcome of decision about the party's financial and operating policies in accordance with section 50AA of the Corporations Act 2001 (Cth).

**Agreement** means the agreement constituted by the accepted Letter of Offer (where applicable), these General Terms, the Application, and the Operating Procedures, as varied from time to time.

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

**Application** 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.

**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.

**Business Day** means a day other than Saturday or Sunday or public holiday in New South Wales.

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

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

**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 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.

**Cash Related Transactions** means a Transaction between you and a Cardholder where you sell items that are intended to be converted directly into cash, such as in the case of money orders, travellers cheques and foreign currency.

**Change in Control** means, in relation to you, where you are not a publicly listed company, any of the following circumstances:

- (a) a person (alone, or through or together with their associates) acquires a relevant interest in 50% or more of the issued share capital in you;
- (b) you are or agree to be controlled by a person who did not or was not entitled to control you on the date of commencement of this Agreement; or
- (c) a person who has not appointed or is not entitled to appoint a majority of directors to your board of directors on the date of commencement of this Agreement does, or becomes entitled to, appoint a majority of directors to your board of directors.

For the purposes of the above definition:

- (i) **“agrees”** means an agreement which is written or oral, express or implied, conditional or unconditional and includes an obligation for a party to use its “best” or “reasonable” endeavours;
- (ii) **“acquire”** and **“relevant interest”** have the meaning given to them in Chapter 6 of the Corporations Act 2001;

(iii) “**control**” has the meaning given to it in section 50AA of the Corporations Act 2001, except that it must be read as if it applied to an individual as well as an entity; and

(iv) “**associate**” has the meaning given to it in the Corporations Act 2001.

**Chargeback** means the reversal of a Sales Receipt (or other indicia of a Transaction) and reversal of any associated credit to your Settlement Account because a Cardholder or Card Issuer disputes the Transaction or which is required by the Card Scheme Rules or can be reversed under this Agreement.

**Charge Card** means a card issued by a Charge Card Company.

**Charge Card Company** means American Express Company, Diners Club International Ltd, JCB International Co. Ltd, Discover Ltd and any other such charge card companies agreed by the parties.

**Chip** means a card that uses an encrypted digital signature with a non reusable transaction code unique to each purchase issued under the EuroPay, MasterCard, or Visa (EMV) standard.

**Confidential Information** means any information relating to our business or concerning the financial Transactions or affairs or the identity of a Cardholder or the details of a Transaction.

**Credit Receipt** means a document evidencing the return of merchandise by a Cardholder to a Merchant, or other Refund made by the Merchant to the Cardholder.

**ePayments Code** means the ePayments Code developed by the Australian Securities and Investment Commission.

**Early Termination Fee** means the fee payable by you for terminating the Agreement prior to expiry of a term, as provided for in clause 11.4.

**Equipment** means the POS Terminals and associated hardware, spare parts and 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).

**Fees** has the meaning given to it in clause 9.1.

**Fees Account** has the meaning given to it in clause 9.1.

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

**KYC Procedures** means the applicable customer identification procedures that we are required to undertake and complete in order to identify and verify you in accordance with our AML/CTF obligations.

**Initial Term** means the Initial Term as set out in the Application.

**Insolvency Event** means any of the following events:

- (a) an order is made or an application is made to a court for an order that a party be wound up;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator or a liquidator or provisional liquidator is appointed in respect of a party;

- (c) a party enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any classes of its creditors, or it proposes a re-organisation, moratorium or other administration involving any of them;
- (d) a party resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the other party or is otherwise wound up or dissolved;
- (e) a party is or states that it is unable to pay its debts when they fall due;
- (f) a party takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a party; or
- (g) anything analogous or having a substantially similar direct effect to any of the events specified in paragraphs (a)-(f) above happens under the law of any applicable jurisdiction.

**Invalid Transaction** has the meaning as set out in clause 5.2(c).

**Issuer** means an issuer of a Card.

**Letter of Offer** means the Letter of Offer under which we offered to enter into this Agreement with you.

**liability** includes any debt or monetary liability or any other claim which can be reduced to or expressed as a monetary liability, irrespective of whether the debt or monetary liability is future, present, actual or contingent.

**Magnetic Stripe** means a stripe of magnetic information affixed to the back of a plastic Card.

**Merchant** means the party identified as “Merchant” on the Application. The words “you” and “your” refer to the Merchant.

**merchant services** means the Services and other facilities to be provided to you by us under this Agreement.

**MID** means a merchant identification number.

**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 the our website accessible to you.

**PCI DSS** means the Payment Card Industry Data Security Standards.

**Personnel** means 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 via telephone lines and is designed to authorise, record and settle data by electronic means for all sales Transactions with us.

**PPSA** means the Personal Property Securities Act 2009 (Cth).

**Privacy Law** means the Privacy Act 1988 (Cth), any common law privacy obligations by which a party is bound and any industry code (whether voluntary or not) by which a party is bound.



**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.

**Reserve Account** has the meaning given to it in clause 10.5.

**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.

**Security** means any guarantee, indemnity, bill of sale, mortgage charge or other security interest or any authority to appropriate or set off deposits which we may request you to provide under clause 10.4.

**Services** means the activities undertaken by us to authorise, process and settle all Card Transactions undertaken by Cardholders at your location(s) in Australia, and all other activities necessary for us to perform the functions required by this Agreement for all Cards covered by this Agreement (including where applicable, the provision and maintenance of Supplied Equipment).

**Settlement Account** has the meaning given to it in clause 6(b).

**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 2106 – 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.

**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.

**Transaction Data** means any information relating to and derived from Transactions.