

Insights & MyPaymark Merchant Terms and Conditions

1. Introduction

- 1.1. These Terms apply to the registration for and use of the following products or services provided by Paymark at no cost to Merchant customers in New Zealand via an online dashboard or portal (**Portals**):
 - Insights
 - MyPaymark
- 1.2. In these Terms, **you** or **your** means a Merchant that has registered to use a Portal. **Paymark** **we** or **our** refers to Paymark. All other capitalised words used in these Terms are defined in Clause 16 unless the context otherwise requires.
- 1.3. These Terms apply to use of a Portal and are in addition to any other agreements you have with Paymark. In the event of any conflict or inconsistency between these Terms and your existing agreements with Paymark, these Terms will prevail to the extent of such conflict or inconsistency in relation to the use of a Portal.

2. Acceptance

- 2.1. By registering for and using a Portal you acknowledge that: (a) you have read, understood and agree to be bound by these Terms. If you do not agree to the Terms, you must immediately cease using the relevant Portal; (b) you have the authority to act on behalf of any person or entity for whom you are registering to use the Portal and that person or entity shall be bound to comply with these Terms.
- 2.2. These Terms also apply to use of a Portal by any person nominated by a Merchant to use the Portal on behalf of that Merchant (each a **User**).

3. Amendments

- 3.1. Paymark may change these Terms at any time by posting amended Terms on the Paymark Website. The amended Terms will be effective from the time posted and it is the responsibility of the Merchant and each User to be familiar with the latest Terms. The continued use of a Portal represents agreement to be bound by any amended Terms.

4. Licence to use Portal

- 4.1. In consideration of your agreement to these Terms, Paymark grants the Merchant, and each User affiliated to the Merchant, with the right to access and use the relevant Portal. This non-exclusive, non-transferable right is limited by and subject to these Terms and any other terms and conditions Paymark agrees with the Merchant or User. Use of a Portal may be subject to advised limitations. Paymark remains the owner of the Portals at all times.

5. Registration and Accounts

- 5.1. The Merchant and each User will provide Paymark with all information reasonably requested by Paymark to enable the Merchant to register to use the relevant Portal. Each Merchant and User confirms that the information provided to Paymark on registering for a Portal was at the time provided current, complete and accurate, and each Merchant and User agree to maintain and update the information as required to keep it so.
- 5.2. The Merchant acknowledges that as part of the registration process for a Portal, Paymark may use data sourced from publicly available registers (which includes but is not limited to

the New Zealand Companies Register and New Zealand Business Numbers) to populate and match registration details.

- 5.3. In order to access a Portal each User will use their email address registered with Paymark and will be required to set a password (**Login Credentials**) which may be updated by the User from time to time.
- 5.4. The Merchant shall determine who is permitted to use a Portal on its behalf and who has the authority to initiate requests to Paymark to add or delete a User on behalf of the Merchant.
- 5.5. The Merchant can revoke a User's access to a Portal at any time and for any reason by notifying Paymark in writing (subject at all times to the right of Paymark to revoke or suspend access and terminate the right to use a Portal).
- 5.6. If there is any dispute between the Merchant and a User regarding access or level of access to a Portal, the Merchant shall decide what access or level of access that User shall have, if any.
- 5.7. The Merchant is responsible for all use and access (or misuse or unauthorised access) of the Portal by a User or other third party accessing the Portal using a User's Login Credentials or for any unauthorised use where there is a failure to keep Login Credentials confidential and secure.
- 5.8. Each User:
 - (a) must only use the Portal for lawful business purposes in accordance with these Terms;
 - (b) take responsibility for any information obtained from the Portal and provided to a third party (including but not limited to the Merchant's professional advisors or auditors);
 - (c) ensure the security settings on all devices used to access the Portal are kept up to date;
 - (d) always keep Login Credentials secure and confidential;
 - (e) ensure the Portal is not accessed or used by the User or by any other person using the User's Login Credentials: (i). for any unlawful purpose; (ii). in any manner inconsistent with these Terms; (iii). in any way which may impair the functionality or otherwise undermine the security or integrity of the Portal, the Paymark System or any of Paymark's other computing systems or networks; or (iv) to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver a Portal.
 - (f) notify Paymark immediately by telephone to 0800 729 627 if Login Credentials are lost, compromised or used without authority or a User becomes aware of any other breach or potential breach of security;
 - (g) must not access or attempt to access or use a Portal if the Merchant's permission for the User to access a Portal has been revoked.

6. Privacy and personal information

- 6.1. Information collected during interactions with Paymark in relation to a Portal or associated services may include personal information. By providing Paymark with personal information, or continuing to use a Portal or associated services, a User provides unconditional consent to Paymark collecting, storing and disclosing personal information for our business purposes, including to provide a Portal and associated products and services or as otherwise stated in these Terms or our Privacy Notice (as may be updated from time to time). If a User decides not to provide personal information, or keep personal information up to date, then Paymark may not be able to provide full access to a Portal or associated services.

- 6.2. Where information (including personal information) of other individuals or third parties is provided to Paymark, you warrant that you have the express consent of such individual or third party to provide such information to Paymark and acknowledge that such information may be used for our business purposes, including to provide a Portal and associated products and services or as otherwise stated in these Terms or our Privacy Notice (as may be updated from time to time).
- 6.3. Login Credentials and personal information provided to Paymark for the purposes of a Portal may be used by Paymark to grant a Merchant or User with access to other Paymark products and services.

7. Service Provision

- 7.1. The Portals are intended to be self-service tools. To raise questions relating to the Portal or related Paymark products and services a User can complete a case within the Portal or contact Paymark by sending an email to support@paymark.co.nz.
- 7.2. The Portals are provided on an as is basis. Paymark cannot guarantee 100% up time. Paymark may withdraw, amend, suspend or restrict availability to a Portal or any part of it or information contained within it, or any associated services or disable a User's Login Credentials, at any time at Paymark's sole discretion for any reason including, but not limited to, technical, security, legal or business reasons or for the purposes of carrying out maintenance or development.
- 7.3. Paymark does not warrant that the provision of a Portal will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing and displaying information in a Portal, including public telephone services, computer networks and the internet, can be unpredictable and may from time to time interfere with or prevent access to the Portal. Paymark is not in any way responsible for any such interference or prevention of a User's access or use of the Portal.
- 7.4. Paymark may, at its sole discretion, determine what information, data, features and functionality is made available to the Merchant via a Portal.
- 7.5. The Portals include information about Transactions processed through the Paymark System only and should not be a Merchant's only source of information about its business (for example, the Portals do not include information relating to cash sales).
- 7.6. The contents of the Portals should not be construed as legal or professional advice.

8. Liability and Indemnity

- 8.1. To the maximum extent permitted by law, Paymark excludes all liability and responsibility to a User or the Merchant (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, data, profits and savings) or damage resulting, directly or indirectly, from the supply of, any use of, or reliance on, a Portal. If the Merchant or User is not satisfied with a Portal, to the maximum extent permitted by law, the sole remedy is to cease using the Portal.
- 8.2. The Merchant shall indemnify Paymark, its directors, officers and employees against all claims, actions, costs (including legal costs), damage and losses incurred by Paymark arising from any and all breaches by the Merchant and/or the User of any of these Terms or any other obligation to Paymark or warranty arising under these Terms or arising out of the reasonable reliance by Paymark or any third party upon any acts carried out, requests made or information provided through the use of a User's Login Credentials.

9. Intellectual Property Rights

- 9.1. All Intellectual Property Rights in the Portals, information displayed in the Portals or in any way derived from the Paymark System are exclusively owned by Paymark (or Paymark's licensors).
- 9.2. Each User acknowledges that there is no transfer of title, Intellectual Property Rights, interest or ownership of any part of the Portal or the Paymark System or information derived from the Portal or Paymark System to a User or a Merchant as a consequence of these Terms.
- 9.3. To the extent that a User or the Merchant creates any Intellectual Property Rights while using the Portal, providing feedback on the Portal or associated services such Intellectual Property Rights shall be assigned to Paymark without need for further assurance.
- 9.4. Unless you have the prior express, written consent of Paymark, you must not: (a) use any trade names, trademarks, service marks, logos, domain names and other distinctive brand features of Paymark or our products and services; (b) publish or share publicly any information or data (including screenshots of information or data) displayed within the Portals.
- 9.5. Where Paymark grants consent under clause 9.4 above you must ensure that any use of the information or data from the Portals is for non-commercial purposes only and you must acknowledge Paymark as the source.

10. Termination

- 10.1. These Terms and your access to a Portal will continue until terminated in accordance with this clause.
- 10.2. The Merchant may give notice of termination to Paymark at any time (or as they relate to one or more Merchant ID) by completing a case within the Portal or sending an email to support@paymark.co.nz.
- 10.3. Paymark may give notice of termination to the Merchant at any time by sending an email to the primary User of the Portal if:
 - (a) Paymark elects to withdraw a Portal or the Merchant's access to a Portal for any reason at its sole discretion, including but not limited to technical, legal, security or business reasons;
 - (b) Paymark considers that a Portal is being, or is likely to be, used fraudulently or for any other unlawful or improper purpose;
 - (c) The Merchant fails to pay any applicable fee when due to Paymark under any agreement with Paymark;
 - (d) The Merchant or a User breaches any of these Terms and the breach is not capable of being remedied or is not remedied within 5 days after receiving notice of a breach capable of being remedied;
 - (e) The Merchant becomes insolvent or goes into liquidation or has a receiver or manager appointed of any assets or makes any arrangement with creditors, or becomes subject to any similar insolvency event in any jurisdiction;
 - (f) There is a change of ownership of the Merchant's business or part of the business (refer also to clause 11.1);
 - (g) If the Merchant Agreement with Paymark terminates (or terminates as it relates to one or more Merchant ID) then the related Portal accounts for the relevant Merchant ID will also terminate.

11. Change of Ownership

- 11.1. The Merchant is responsible for advising Paymark of the sale of its business or change of ownership not less than five Business Days prior to the date of sale. Paymark will disable access to a Portal for the Merchant and all affiliated Users and these Terms will terminate in respect of the relevant Merchant ID(s) for the business being sold. Any new owner(s) of the business will need to be activated to use a Portal. If a Merchant ID(s) is transferred to a new owner of the business then any historic Transaction Data prior to the date of sale for the Merchant ID being transferred will be available to the new business owner to view if they register for the Portals.

12. Consequences of Termination

- 12.1. Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of these Terms, for any reason:
- (a) all rights granted to you under these Terms will cease. You will not be able to access or use the Portals; and
 - (b) Clauses 5 (Registration and Accounts), 7 (Service Provision), 8 (Liability and Indemnity), 9 (Intellectual Property Rights), 12 (Consequences of Termination) and 15 (Governing Law) will survive termination.

13. General

- 13.1. These Terms will not be deemed to create an agency, partnership, joint venture or employment relationship of any kind between Paymark, the Merchant or a User, as the case may be.
- 13.2. Neither the Merchant nor the User is permitted to: a) assign or transfer obligations or rights under these Terms; b) make any public announcement or disclosure of any sort regarding these Terms or Portals without Paymark's prior written consent.
- 13.3. If at any time Paymark does not enforce any of these Terms or grants time or other indulgence to a Merchant or User, Paymark will not be construed as having waived that term or condition or Paymark's rights to later enforce that or any other term or condition. Further, if any part or provision of these Terms is deemed to be invalid, unenforceable or in conflict with the law the remaining Terms will be binding on the parties.
- 13.4. Any notice given under these Terms by one party to the other party must be given in writing. Notices to Paymark must be submitted by completing a case in the Portal or sending an email to support@paymark.co.nz. Notices for the User and/or Merchant will be sent to the email address affiliated to the primary User of the Portal (as may be amended from time to time).
- 13.5. Without limiting any Terms between Paymark and the Merchant, these Terms, together with the terms of any other notices or instructions given to the User under these Terms, supersede all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between the User and Paymark relating to the Portal.
- 13.6. Paymark reserves the right to audit the use of a Portal by the Merchant and any affiliated User at any time.

14. Email Communications

- 14.1. By activating your access to the Portal you agree to be contacted by us by email which includes sending you commercial electronic messages for the purposes described in our Privacy Notice. You will have the option to unsubscribe from any contact list for messages that are not essential to provision of the Portal or Paymark products or services at any time

using the unsubscribe link that appears in the email you receive from us. Messages that are essential to the provision of the Portal or Paymark products or services (such as account administration or technical support) will continue to be sent by email.

15. Governing Law

15.1. These Terms are governed by and construed in accordance with the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to these Terms.

16. Definitions

16.1. In these Terms the following words and expressions shall have the following meanings:

Business Day means a day on which banks are open for normal banking business in Auckland;

Insights means Paymark's dashboard solution that provides insights and information to a Merchant relating to Transaction Data as described on the Paymark Website;

Intellectual Property Rights includes all trademarks (including logos), domain names, inventions (including patents) service mark, copyright, moral rights, rights in a design, rights in software, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered;

Merchant means a merchant who is enabled to access the Paymark System for purpose of processing Transactions under a Merchant Agreement;

Merchant Agreement means an agreement between Paymark and a Merchant providing for the Merchant to effect Transactions through the Paymark System;

Merchant ID means the unique merchant identification number allocated to each merchant store;

MyPaymark means the self-service portal containing information and data about the products and services provided by Paymark to that Merchant as described on the Paymark Website;

Paymark means Paymark Limited, a company incorporated in New Zealand with registered address at Level 2, 162 Victoria Street, Auckland, 1010 and registered company number 438574;

Paymark System means the electronic funds transfer, payment authorisation and data capture and delivery service owned and operated by Paymark;

Paymark Website means <https://www.paymark.co.nz>, or such other URL as may be advised from time to time.

Privacy Notice means the most recent version of the Paymark privacy notice published on the Paymark website.

Transaction means an electronic transaction processed through the Paymark System as defined in the Merchant Agreement;

Transaction Data means data relating to Transactions and any other data or information compiled from the Paymark System;

User means any person you have permitted to be an end user of your Portal account.

Version	Changes
2 June 2026	Updates to out-of-date URLs, re-branding from Worldline to Cuscal Paymark and resulting changes to terms