

Where Worldline NZ replaces a service with a new service that provides equivalent or better functionality at a similar price, the Customer will not unreasonably refuse to migrate to that service. If Worldline NZ has withdrawn all Services in accordance with this clause 12.5, it will be entitled to terminate this Agreement on not less than one month's notice to the Customer.

12.6 Right to suspend

Worldline NZ may, at any time without notice and with immediate effect, suspend the Customer's right to use and prevent the Customer from using the Services if:

- (a) the Customer fails to comply with any term of this Agreement (including for the avoidance of doubt, failure to pay an invoice in accordance with clause 6);
- (b) Worldline NZ considers on reasonable grounds that serious circumstances exist and that the principles of prudential banking relevant to operation of Click so require;
- (c) Worldline NZ believes a Card Transaction or Online EFTPOS Transaction may expose the Customer, Accountholders, Worldline NZ, any Accountholder Bank, Google Pay or any third party to risks unacceptable to Worldline NZ;
- (d) Worldline NZ considers that Click is being, or is likely to be, used fraudulently or in a manner that will jeopardise the security, reputation or integrity of Click, Worldline NZ's systems or any Accountholder Bank's systems;
- (e) if effective management or control of the Customer is transferred to any other person or entity without Worldline NZ's prior written consent;
- (f) maintenance and/or technical upgrades are necessary;
- (g) where required pursuant to a Bank Agreement;
- (h) it is reasonably necessary for any other reason, including without limitation, for customer due diligence purposes as required pursuant to the AML Act; or.
- (i) the Customer fails to comply with any provision of the Google Pay Addendum or any requirements of Google in relation to its use of Google Pay.

12.7 Consequences

Termination of this Agreement will not affect the rights or obligations of the parties which have accrued prior to or accrue on termination or which by their nature are intended to survive termination (including clauses 6, 9.3, 10, 11, this 12.7, 13, 17.2 and 17.6, together with those clauses which are incidental to, and required in order to give effect to, those clauses).

13. CONFIDENTIALITY AND PERSONAL INFORMATION

13.1 No unauthorised use or disclosure of Confidential Information

Subject to paragraph 13.5, the Receiving Party agrees that it will not, except to the extent authorised by the Disclosing Party in writing, use the Confidential Information for any purpose other than in connection with the performance of this Agreement or disclose to any third party any such Confidential Information, provided that the foregoing restrictions on use and disclosure will not apply to such Confidential Information which:

- (a) at, prior or subsequent to the time of such disclosure is independently known to the Receiving Party;
- (b) was in the public domain, but not known to the Receiving Party, prior to the Commencement Date;
- (c) comes into the public domain subsequent to the Commencement Date, otherwise than as a result of a breach by the Receiving Party of its obligations hereunder;
- (d) is disclosed to the Receiving Party on a non-confidential basis by any third party having the lawful right to do so; or
- (e) is developed by the Receiving Party independently of the information disclosed by the Disclosing Party.

13.2 Storage and security of Confidential Information

The Receiving Party covenants and agrees in favour of the Disclosing Party that all of the Confidential Information provided to or obtained by the Receiving Party or of which the Receiving Party becomes aware as a result of the exercise of the rights granted to the Receiving Party under this Agreement:

- (a) will be kept strictly confidential;
- (b) will, having first received the Disclosing Party's authorisation in writing, before disclosing any of the Confidential Information to any third party, take all reasonable action (including if necessary, the execution of confidentiality agreements) to ensure that such third party will not use or disclose the Confidential Information except in the manner and to the extent permitted in this Agreement;

- (c) will not, without the prior written consent of the Disclosing Party, be photocopied or reproduced in any way;
- (d) will be used exclusively, and only to the extent necessary, for the purposes of performing or obtaining the benefit of this Agreement and not for any other purpose;
- (e) will be safely and securely stored when not in use; and
- (f) will remain the absolute and exclusive property of the Disclosing Party.

13.3 Disclosure to third parties

Where the Receiving Party is:

- (a) expressly permitted under this Agreement; or
- (b) authorised by the Disclosing Party in writing,

to disclose any Confidential Information to a third party, it will, before disclosing any of the Confidential Information to any third party, take all reasonable action (including if necessary, the execution of confidentiality agreements) to ensure that such third party will not use or disclose the Confidential Information except in the manner and to the extent permitted in this Agreement.

13.4 Disclosure to employees

Each Party will limit access to the Confidential Information to that Party's consultants, officers, employees, agents or advisers:

- (a) who are assigned to work pursuant to this Agreement; and
- (b) who reasonably require the Confidential Information for the purpose of this Agreement.

13.5 Disclosure required by law

If the Receiving Party is legally required to disclose any of the Disclosing Party's Confidential Information, the Receiving Party must (if permitted by law) advise the Disclosing Party before disclosing it. The Receiving Party must only disclose that part of the Disclosing Party's Confidential Information that the Receiving Party's legal advisers (including in-house legal counsel) reasonably believe is necessary to disclose by law.

13.6 Worldline NZ Intellectual Property

Without limiting this clause, the Customer will treat information about Worldline NZ's Intellectual Property as the Confidential Information of Worldline NZ.

13.7 Notification of unauthorised disclosure

If either party becomes aware or suspects that any unauthorised person has obtained, attempted to obtain, or may obtain access to Confidential Information or has used or attempted to use such Confidential Information for purposes not authorised or permitted by the terms of this Agreement, that party will:

- (a) immediately notify the other party; and
- (b) fully cooperate with and assist the other party in dealing with the consequences of any such breach.

13.8 Personal Information

You acknowledge that any personal information concerning you, your personnel or any third party which is provided to Worldline NZ at any time, whether in writing, by telephone, electronically or any other means, may be used by Worldline NZ for the purposes of providing services to you. You acknowledge and accept Worldline NZ's privacy policy for digital payments (including the services provided under this Agreement) available at <https://www.paymark.co.nz/privacy-policy/> as updated from time to time. You confirm and acknowledge that for the purposes of Worldline NZ providing services to you Worldline NZ may be required to collect personal information relating to you or your personnel from third parties including (but not limited to) credit and information bureaus and customer due diligence information collected from your bank for the purposes of the AML Act.

14. FORCE MAJEURE

Neither party (the "**Affected Party**") will be liable for any act, omission, failure or delay by it under this Agreement if that act, omission, failure or delay results directly from an event or circumstances beyond the reasonable control of the Affected Party, provided that:

- (a) whenever the Affected Party becomes aware that such a result has occurred or is likely to occur, the Affected Party will, as soon as practicable, notify the other party by written notice accordingly;

- (b) each party will continue to use its best endeavours to perform its obligations as required under this Agreement;
- (c) the Affected Party will resume full performance as soon as reasonably practicable;
- (d) neither party will be deemed to have accepted any liability to pay or share any extra costs which may be incurred by the other party in complying with this clause 14 or otherwise resulting from such act, omission, failure or delay; and
- (e) this clause 14 will not apply in respect of the Customer's obligation to pay any charges or fees payable under this Agreement.

15. DISPUTE RESOLUTION

- 15.1 If there is a dispute between the parties in relation to this Agreement, either party may give the other party notice of the nature and details of the dispute. Within 10 Business Days of receipt of the notice of the dispute, senior managers of the parties will meet to endeavour to resolve the dispute. If the parties fail to negotiate a resolution to a dispute within a reasonable time (at most 20 Business Days from formal notice of the dispute being given by one party to the other), either party may require that the dispute be submitted to mediation, such mediation to take place in Auckland, New Zealand. The mediation will be conducted under the Resolution Institute standard mediation agreement.
- 15.2 If the parties fail to agree on a mediator within five Business Days after the submission to mediation, one will be appointed by Worldline NZ. In the event of any submission to mediation:
- (a) the mediator will not be acting as an expert or as an arbitrator;
 - (b) the mediator will determine the procedure and timetable for the mediation; and
 - (c) the parties will share equally the cost of the mediation.
- 15.3 All discussions in mediation will be without prejudice and will not be referred to in any later proceedings (if any).
- 15.4 Neither party may issue any legal proceedings (other than for urgent interlocutory relief) relating to any dispute, unless that party has first taken all reasonable steps to comply with the dispute resolution process above.

16. AUDIT AND INFORMATION RIGHTS

You must allow the employees, contractors or agents of Worldline NZ reasonable access to your premises during normal business hours to check your compliance with this Agreement or the Security Standards.

17. GENERAL

17.1 Entire agreement

This Agreement records the entire arrangement between the parties relating to all matters dealt with in this Agreement and will supersede all previous arrangements, whether written, oral or both, relating to such matters.

17.2 Assignment

You may not transfer or assign any of your liabilities or rights under this Agreement to any other person without our prior written consent (such consent not to be unreasonably withheld provided we are satisfied as to the suitability of the assignee and you meet our reasonable costs in relation to the assignment). This Agreement binds you and your respective heirs, representatives and permitted and approved successors or any permitted assigns. Worldline NZ may assign its rights and obligations under this Agreement to any Related Company provided we give you at least one month's prior written notice

17.3 Waiver

No waiver of any breach, or failure to enforce any provision, of this Agreement at any time by either party will in any way limit or waive the right of such party to subsequently enforce and compel strict compliance with the provisions of this Agreement.

17.4 Amendment

Worldline NZ has the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Services with notice that Worldline NZ in its sole discretion deems to be reasonable in the circumstances, including such notice on Worldline NZ's website, the

Merchant Portal or any other website maintained or owned by Worldline NZ for the purposes of providing services in terms of this Agreement. Any use of the Services after Worldline NZ's publication of any such changes will constitute your acceptance of this Agreement as modified.

17.5 Set-off

Worldline NZ may at any time without notice to you set off any Liability owed by Worldline NZ to you on any account against any Liability owed by you to Worldline NZ under or in connection with this agreement. For the purpose of this paragraph, "**Liability**" means any debt or monetary liability, irrespective of whether the debt or monetary liability is future or present, actual or contingent.

17.6 Governing law and jurisdiction

This Agreement is governed by the laws of New Zealand and, subject to clause 15, the parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this Agreement.

17.7 Invalidity

If any provision of this Agreement (or portion thereof) is held to be invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

17.8 Remedies

The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law.

17.9 Subcontracting

Worldline NZ may appoint subcontractors to perform any of its obligations under this Agreement. Worldline NZ will, at all times, remain primarily liable to the Customer for all acts or omissions of any subcontractor appointed by Worldline NZ.

17.10 Notices

All notices or other communications to be given under this Agreement must be in writing and will be deemed validly given if:

- (a) in the case of notices to the Customer, delivered by hand, registered mail or email to Customer at the respective addresses specified in the Merchant Portal; and
- (b) in the case of notices to Worldline NZ, sent by email to Worldline NZ at support@paymark.co.nz.

Receipt will be deemed upon delivery by hand, four Business Days after posting, or at the time at which the email is sent unless the sender subsequently receives an email delivery failure notification or similar (whichever is applicable).

Online EFTPOS Addendum

1 CUSTOMER RESPONSIBILITIES

1.1 You:

- (a) will operate an ecommerce application (whether web or mobile);
- (b) will deliver, perform or otherwise provide the goods and/or services purchased by the Accountholder using Online EFTPOS to the Accountholder;
- (c) are responsible for any Accountholder information retained on your system and any legal or financial consequences of unauthorised use or disclosure of this information;
- (d) will take all reasonable care to prevent wrongful use of an Accountholder Account for an Authorised Payment originating at your system; and
- (e) once a Payment Request has been initiated, you agree it is your obligation to determine the final status of the Online EFTPOS Transaction and to reconcile that status with amounts settled to your Customer Account in order to determine your obligation as to whether to deliver the applicable goods or services.

1.2 You will indemnify Worldline NZ against all liabilities, losses and costs which Worldline NZ may incur, directly or indirectly, as a result of any liability, loss or cost arising from a disputed Payment Request or Refund Request except to the extent that the liability, loss or cost was caused or contributed to by Worldline NZ.

2 SETTLEMENT

2.1 You confirm and agree that Worldline NZ may debit, or procure the debiting of, your Customer Account or any other of your accounts or otherwise recover from you any amount previously credited to you in connection with this Agreement:

- (a) either in error or as a consequence of you not observing the provisions of this Agreement;
- (b) where, in breach of this Agreement, you have permitted another person (whether a purchaser of your business or otherwise) to effect an Authorised Payment through Online EFTPOS acting in the capacity of a different merchant, and as a result funds have been credited to you in respect of that Authorised Payment,

so long as Worldline NZ promptly advises you of the details of any corrective debittings.

2.2 In the event that the net activity in your account on a day is negative, you authorise your Customer Account to be debited by the negative balance using the Bulk Electronic Clearing System (**BECS**).

2.3 Usually, settlement will take place on the Business Day following the day of the Settlement Period in which the Authorised Payment is effected. Should an Authorised Payment be effected during a Settlement Period which ends on a Saturday, a Sunday and/or a public holiday, settlement will usually take place on the next Business Day.

2.4 Provided you have complied with all aspects of this Agreement, Worldline NZ will ensure that the process necessary to deposit value for:

- (a) Authorised Payments to your Customer Account; and
- (b) Authorised Refunds to the Accountholder Account,

is initiated.

You acknowledge that, in respect of each Authorised Payment, the obligation to interchange and make settlement payment for Authorised Payments to your bank for your benefit and Authorised Refunds to the Accountholder's Account for the benefit of the Accountholder, is your bank's and the Accountholder Bank's obligation, in accordance with the rules of Payments NZ Limited.

2.5 It is your responsibility to:

- (a) check whether or not your Customer Account can accept debit and credit transfers through BECS;
- (b) ensure that your Customer Account has sufficient funds to allow for a debit transfer; and
- (c) check your bank statement account details and to verify that all amounts are correct.

2.6 If transfers are returned to Worldline NZ's settlement bank by your bank, we may charge you a reasonable fee, in addition to any fees your bank may charge. If a debit transfer is returned to Worldline NZ's settlement bank because your Customer Account has insufficient funds, it is your responsibility to fund the Customer Account so that we can re-process the debit transfer.

2.7 If you believe there has been an error in debiting your account, you should notify us at support@paymark.co.nz. You can also notify your own bank. If there has been an error, we'll arrange with your bank to adjust your account and we'll notify you of the amount of the adjustment. If we don't find an error, we'll respond to your query with evidence of the correctness of the transfer.

3 RETENTION OF RECORDS

3.1 You must maintain complete and accurate records of all Payment Requests and Refund Requests and preserve all Payment Request and Refund Request records generated by your system and other records (**Records**), relating to each Payment Request and Refund Request for not less than 12 months from the date on which that Payment Request or Refund Request took place.

3.2 If, within 120 calendar days of the date of any Payment Request or Refund Request initiated by you, the relevant Accountholder asks you for a receipt for the Payment Request or Refund Request (whether the Payment Request or Refund Request was accepted or declined), you must give the Accountholder the Payment Request or Refund Request receipt as soon as practicable after the request.

3.3 You must ensure that the Records for all Payment Requests and Refund Requests (whether the Payment Request or Refund Request is accepted or declined) contain the following minimum information:

- (a) your business name and location;
- (b) date and time of the Payment Request or Refund Request;
- (c) information that enables the Accountholder to identify the Payment Request or Refund Request;
- (d) type of Payment Request or Refund Request, e.g. 'purchase'; and
- (e) amount of the Payment Request or Refund Request.

4 CUSTOMER AND ACCOUNTHOLDER RELATIONSHIP

4.1 You agree to accurately communicate and not misrepresent the nature of any Online EFTPOS Transaction and the amount of charge in the accurate currency. You will provide customers with a meaningful way to contact you in a timely manner should they have queries or issues with an Online EFTPOS transaction. You agree to maintain a clear and fair return, refund, and cancellation policy which is easily accessible / visible to a customer during the Online EFTPOS Transaction.

4.2 If you are authorised by Worldline NZ to process refunds of Online EFTPOS Transactions, you undertake to process any refund to the original bank account used by the Accountholder and in accordance with directions received from Worldline NZ.

- 4.3 You shall not sell goods or services in a manner that is unfair or deceptive or fail to disclose material terms of purchase in advance of the transaction. You must ensure you use your best endeavours to honour the obligation you have with your customer to provide a quality product or service to your customer within industry acceptable timeframes and in accordance with best practice.
- 4.4 You will not make any warranty or representation whatsoever in relation to any goods or services supplied by you which may bind Worldline NZ or any Accountholder Bank.
- 4.5 You must ensure that the communication to your customer of the intended use of any donations is accurate and not misleading.
- 4.6 Any dispute between you and an Accountholder about goods and services supplied will be entirely between you and that Accountholder. You indemnify Worldline NZ and each Accountholder Bank against any loss, cost, expense, damage or liability (whether direct, indirect or consequential) suffered or incurred by Worldline NZ or the applicable Accountholder Bank as a result of any dispute between you and your Accountholders, except to the extent that the loss, cost, expense or damage was caused or contributed to by Worldline NZ may be requested to provide confirmation of Authorised Payment information only. This paragraph 4.6 is intended to confer a benefit on each Accountholder Bank for the purposes of sections 12 and 13 of the Contract and Commercial Law Act 2017.
- 4.7 You represent and warrant to us that:
- (a) you are in trade selling goods or services of a nature that are ordinarily acquired for personal, domestic, or household use or consumption;
 - (b) any sales transaction submitted by you will represent a bona fide sale;
 - (c) any sales transaction submitted by you will accurately describe the goods and/or services sold and delivered to a purchaser;
 - (d) you will not accept a transaction for providing cash to a customer in lieu of, or in addition to, providing goods and services;
 - (d) you will fulfil all of your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with your customer;
 - (e) you will only process Online EFTPOS Transactions for goods and/or services for which you are the seller or service provider unless you are an online marketplace, trading platform or broker service, in which case you will make it clear to a customer initiating an Online EFTPOS payment that you are an agent taking payment on behalf of the seller and/or service provider; and
 - (f) except in the ordinary course of business, no sales transaction submitted by you through Online EFTPOS will represent a sale to any principal, partner, proprietor or owner of your entity.

The representations and warranties set out in this paragraph are ongoing throughout the term of this Agreement.

5 Worldline NZ AND ACCOUNTHOLDER BANK RELATIONSHIP

- 5.1 You acknowledge that:
- (a) Worldline NZ maintains contractual relationships with Accountholder Banks that participate in Online EFTPOS for the purposes of providing Online EFTPOS to customers; and
 - (b) the availability of Online EFTPOS relies on the participation of Accountholder Banks and is not available for customers of all banks.

- 5.2 Worldline NZ will maintain a list of current Accountholder Banks participating in Online EFTPOS and publish the current list on its website. If an Accountholder Bank decides to stop offering Online EFTPOS to its customers, Worldline NZ will notify you as soon as reasonably practicable that those customers will no longer be able to make payments via Online EFTPOS.
- 5.3 You agree and acknowledge that the availability of Online EFTPOS is subject to Worldline NZ agreeing in writing with each Accountholder Bank the terms of Online EFTPOS insofar as it relates to that Accountholder Bank (the “**Bank Agreements**”). You understand that the terms of the Bank Agreements may require Worldline NZ to make amendments to this Agreement by posting a revised version on our website and/or Merchant Portal or suspend access to the Services pursuant to clause 12.6.
- 5.4 If there are no Accountholder Banks offering Online EFTPOS, Worldline NZ will be entitled to withdraw the Online EFTPOS service in accordance with clause 12.5.

6 PUBLICATION

- 6.1 You will not use our name or logo or the name or logo of any Accountholder Bank in any manner other than as expressly permitted by this Agreement. You will not use any advertising or promotional material in relation to Online EFTPOS except as authorised by Worldline NZ and, if applicable, the relevant Accountholder Bank. You will only use advertising or promotional material to show the Online EFTPOS logo and the Accountholder Banks which allow customers to authorise payments using Online EFTPOS in accordance with the marketing and brand guidelines as specified in Worldline NZ's Branding Guidelines. You will not use the Worldline NZ, Online EFTPOS or Accountholder Bank marks or logos in such a way as to create the impression that your goods or services or donation request is sponsored or in any way affiliated to Worldline NZ or any Accountholder Bank.
- 6.2 You agree that Worldline NZ and any Accountholder Bank may use your business name, display your mark or logo and refer to you as a customer of Online EFTPOS when promoting Online EFTPOS.

7

AUTOPAY FUNCTIONALITY

If you are approved by Worldline NZ to enable Online EFTPOS Transactions using Autopay and wish to offer that functionality to Accountholders, you agree:

- (a) that prior to offering Autopay to Accountholders, you will complete the Autopay Prerequisite Items and will continue to comply with the Autopay Prerequisite Items at all times that Autopay is enabled on your website;
- (b) you will provide Worldline NZ with all information requested at any time in order to verify that the Autopay Prerequisite Items are satisfied; and
- (c) you will comply with any other requirements of Worldline NZ in relation to the offering of Autopay as notified to you by Worldline NZ (including by posting an update on our website and/or the Merchant Portal) from time to time.



Google Pay Addendum

By selecting Google Pay as a method of payment through Click for Card Transactions you agree to be bound by Google's terms of service (as may be amended from time to time) at:

<https://payments.developers.google.com/terms/sellertos> (the "Google Pay Terms").

1. The Google Pay Terms and any documentation applicable to Google Pay and the Google Pay APIs are subject to change at any time, and it is your responsibility to periodically review the Google Pay Terms and documentation in order to ensure that you are aware of, and comply with, the applicable requirements.
2. You will be responsible for reviewing, understanding and accepting the Google Pay Terms relating to Google Pay or the Google Pay APIs.
3. Your access to and use of Google Pay is based on your own evaluation and at your own risk.
4. Worldline NZ disclaims all responsibility and liability for your use of Google Pay or the Google Pay APIs that are in breach of the Google Pay Terms or this Agreement. In addition to clause 8.4 of the main body of this Agreement, you will indemnify Worldline NZ and its affiliates, directors, officers, employees against all liabilities, damages, losses, costs, fees (including legal fees) and any expenses relating to any allegation relating to your misuse of Google Pay, the Google Pay APIs or any violation or breach of the Google Pay Terms.