



WORLDLINE ONLINE EFTPOS TERMS AND CONDITIONS
REVISION DATE: 2 NOVEMBER 2020

The terms and conditions described here constitute a legal agreement (referred to as this "**Agreement**") between the entity registered on the Merchant Portal (as defined below) (referred to as "**you**", "**your**" or "**Merchant**") and Paymark Limited trading as Worldline NZ, a company incorporated in New Zealand with registered address Level 2, 162 Victoria Street West, Auckland 1010 and registered company number 438574 (referred to as "**Worldline NZ**", "**we**" or "**our**").

We may amend this Agreement at any time by posting a revised version on our website and/or the Merchant Portal. The revised version will be effective at the time we post it. You are responsible for ensuring you are familiar with the latest terms and conditions as amended.

THE PARTIES AGREE as follows:

1 Definitions and interpretation

1.1 For the purposes of this Agreement, unless the context otherwise requires:

"**Agreement**" means this Agreement and all the Schedules attached to it (as may be amended from time to time in accordance with its terms).

"**AML Act**" means the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (as amended, re-enacted, re-numbered or extended from time to time).

"**Authorised**" means validated as a permitted operation by Worldline NZ or a Customer Bank (as applicable).

"**Authorised Payment**" means a Payment Request that has been Authorised by the applicable Customer Bank.

"**Authorised Refund**" means a Refund Request that has been Authorised by Worldline NZ.

"**Authority**" is defined in clause 9.1.

"**Autopay**" means the Online Eftpos functionality that enables a Customer to pre-approve Online Eftpos Transactions to be made to the Merchant.

"**Autopay Prerequisite Items**" means all items set out in the Online EFTPOS Documentation (as amended from time to time), or as otherwise specified by Worldline NZ, that the Merchant must complete prior to offering Autopay to Customers.

"**Bank Agreement**" is defined in clause 12.3.

"**BECS**" means the bulk electronic clearing system and the standards and procedures that apply to the system, adopted by Payments NZ for the purpose of co-ordinating, facilitating and protecting:

- (a) the conduct and interchange of bulk electronic transactions;
- (b) settlement and interchange between BECS participants; and
- (c) the interchange of related financial data.

"**Business Day**" means Monday to Friday excluding New Zealand public holidays and Auckland and Wellington anniversaries.

"**Condition**" is defined in clause 2.1.

"Confidential Information" means all information disclosed (in writing, orally or by another means and directly or indirectly) by one party to the other before or after the date of your acceptance of this Agreement which by its nature is confidential including documents, accounts, transactions, intellectual property, information relating to services, accounts, operations, processes, know-how, market opportunities, technical, financial, administrative or commercial information or other material received from or relating to the business affairs of the parties.

"Customer" means a person that is a Merchant customer and has a mobile banking application or is an internet banking user.

"Customer Account" means the bank account specified by the Customer as that from which funds will be debited for the purpose of Online EFTPOS.

"Customer Bank" means a registered bank that provides banking and other financial services to Customers, including a mobile banking application and/or internet banking and that has entered into an agreement with Worldline NZ to participate in Online EFTPOS.

"Customer Identifier" means a format approved by the Customer Bank to uniquely identify the Customer for the purposes of Online EFTPOS, for example a mobile phone number.

"Default Interest Rate" means interest at the rate of 5% above the base lending rate charged by Worldline NZ's bank from time to time.

"Direct Debit Addendum" means the direct debit addendum as attached to and forming part of this Agreement.

"Fees" means the fees and charges for Online EFTPOS as set out in the following link <https://www.paymark.co.nz/products/online-eftpos/> or as otherwise agreed between Worldline NZ and you, and as updated by Worldline NZ from time to time in accordance with clause 13.1.

"Force Majeure Event" has the meaning given in clause 26.1.

"Go Live Date" means the date on which the last of the Conditions has been fulfilled as notified by Worldline NZ to you and production information has been sent to you.

"Insolvency Event" means an event by which a party:

- (a) is, becomes or is deemed to be bankrupt or insolvent;
- (b) is placed in or under receivership, receivership and management, liquidation or official management or administration;
- (c) is liquidated or wound up or a resolution is made for the liquidation or winding up;
- (d) is made subject to any arrangement, assignment or composition (otherwise than as a result of voluntary corporate reconstructions); or
- (e) is subject to any other event that has similar effect.

"Intellectual Property" or **"IP"** means any right to, and any interest in, any patent, design, trade mark, copyright, know-how, trade secret or any other proprietary right or form of intellectual property (whether protectable by registration or not) in respect of any technology, concept, idea, data, program or other software, specification, formula, drawing, program, design, system, process, logo, mark, style or other matter or thing, existing or conceived, used, developed or produced by any person.

"Mandatory Alteration" has the meaning given to that term in clause 4.5(a).

"Merchant Account" means the bank account nominated by you from time to time for the settlement of Authorised Payments and Authorised Refunds and the debiting of charges under this Agreement.

"Merchant Identifier" means the alphanumeric characters used by Worldline NZ to uniquely identify a merchant.

"Merchant Portal" means any registration and maintenance portal which may be provided by Worldline NZ in respect of Online EFTPOS and other Worldline NZ services including functionality that enables the initiation of a Payment Request and/or a Refund Request (for Refund-Approved Merchants only).

"Online EFTPOS" means the account-to-account payment solution developed by Worldline NZ that enables:

- (a) merchants to send Payment Requests and Refund Requests to Worldline NZ via web or mobile ecommerce applications;
- (b) Worldline NZ to receive authorisation responses from Customer Banks on the basis of authorisation procedures approved by each participating Customer Bank; and
- (c) Worldline NZ to provide merchants with a response as to whether a Payment Request or Refund Request has been Authorised.

"Online EFTPOS API" means the application programming interface for Online EFTPOS that enables merchants to integrate or procure their integration with Online EFTPOS.

"Online EFTPOS API Specification" means the documentation detailing the Online EFTPOS API fields and definitions which is detailed at <http://docs.dev.paymark.nz/oe>.

"Online EFTPOS Documentation" means any user, training or system manuals for Online EFTPOS (in printed or electronic form) which describes and provides guidance on Online EFTPOS (or any aspect of Online EFTPOS including the Online EFTPOS API Specification).

"Online EFTPOS Permitted Use" means the transmission to, and receipt from, a Customer Bank of data relating to an Online EFTPOS Transaction submitted by you but expressly excludes, without limitation, use for the processing of any Online EFTPOS Transactions of, or for the benefit of, any person other than you.

"Online EFTPOS Transactions" means transactions entered into by you which relate to accepting payment for products, goods and services or a bona fide donation by means of Online EFTPOS and each related transaction, attempted transaction or transaction request (including without limitation (to the extent it is supported by Online EFTPOS) a pre-authorisation, verification, capture, look-up or refund) is a separate **"Online EFTPOS Transaction"**.

"Original Payment Identifier" means in respect of a Refund Request, a unique alphanumeric code used to identify the payment record for which a refund is to be processed.

"Original Payment Value" means in respect of a Refund Request, the Payment Amount of the original Authorised Payment for which a refund is to be processed.

"Outage" means an event that causes Online EFTPOS to not be available for transaction processing for any reason.

"Worldline NZ Brand Guidelines" means the branding guidelines published by Worldline NZ and available as part of the Online EFTPOS API Specification as updated from time to time.

"Worldline NZ Logos" means the Worldline NZ and Online EFTPOS logos supplied (in electronic format) by Worldline NZ to you (as may be updated from time to time by Worldline NZ).

"Worldline NZ Network" means the electronic delivery system in New Zealand owned and operated by Worldline NZ to facilitate electronic payment authorisation.

"Payment Amount" means the monetary value in NZD of the Authorised Payment.

"Payment Request" means a message submitted by a merchant to Worldline NZ in respect of a payment and consists of the payment amount in NZD, the Customer Identifier, the Merchant Identifier and payment particulars including payment code and references in accordance with the Online EFTPOS API Specification.

"Payments NZ Rules" means the rules and standards published by Payments NZ dated 1 October 2010, as updated and amended from time to time.

"Privacy Act" means the Privacy Act 2020 (as amended, re-enacted, re-numbered or extended from time to time).

"Refund Amount" means the monetary value in NZD of the Authorised Refund.

"Refund-Approved Merchant" means a merchant that has been approved by Worldline NZ to process Refund Requests.

"Refund Request" means a Merchant generated request to transfer funds to a Customer.

"Related Company" has the meaning given to that term in section 2(3) of the Companies Act 1993 except that all references in that definition to a "company" will be deemed to include a company or body corporate incorporated outside of New Zealand.

"Security Standards" means any data protection or data security standards issued by Worldline NZ or a Customer Bank.

"Services" means the services provided under this Agreement.

"Settlement Agent" means Worldline NZ's agent for the purposes of interchanging and settling Settlement Instructions.

"Settlement Amount" means the total value of all Authorised Payments for you within a Settlement Period less the total value of all Authorised Refunds in the same Settlement Period.

"Settlement Instructions" means the calculations and files described in paragraph 3 of the Schedule (Services).

"Settlement Period" means the 24 hour period commencing at 23.00.00 one calendar day and ending at 22.59.59 the following calendar day.

"Term" has the meaning given to that term in clause 2.2.

"Third Party Outage" means an outage, incident or event arising from a non-Worldline NZ controlled network or system component including ISP service or component failures, telecommunications network failures and local area faults that cause Online EFTPOS to not be available for transaction processing for any reason.

1.2 In this Agreement, unless the context otherwise requires:

- (a) clause headings are inserted for convenience only and will not affect the construction of this Agreement;
- (b) words importing the singular only will also include the plural, and vice versa and words importing any gender will also include all other genders;
- (c) references to the **parties** or **party** are references to the parties or a party to this Agreement;
- (d) words importing persons will also include firms, companies, corporations, unincorporated bodies and organisations constituted or established by statute;
- (e) the term **"includes"** or **"including"** (or any similar expression) is deemed to be followed by the words "without limitation";
- (f) the schedule and addendum to this Agreement and the provisions and conditions contained in the schedule and addendum will have the same effect as if set out in the body of this Agreement;
- (g) any obligation on a party not to do anything will be deemed to include an obligation on that party not to authorise or cause that thing to be done;

- (h) references to a statute include references to regulations, orders or notices made under or pursuant to such statute, or regulations made under the statute, and references to all amendments to that statute or regulation;
- (i) all monetary amounts are stated exclusive of tax (including any applicable goods and services tax, value added tax or similar);
- (j) references to clauses are references to clauses in this Agreement; and
- (k) if there is any inconsistency between the terms of the schedule or the addendum and the terms of the body of this Agreement, the terms of the schedule or the addendum will prevail.

2 Term and Joint Responsibilities

2.1 Conditions: This Agreement and your access to the Services are conditional upon:

- (a) you establishing a Merchant Account (if you do not already have one); and
 - (b) Worldline NZ being satisfied (in its sole discretion) that all customer due diligence required under the AML Act together with any credit checks or other customer due diligence measures that Worldline NZ requires have been successfully completed;
- (together, the "**Conditions**" and each a "**Condition**").

2.2 Term: This Agreement commences on the Go Live Date and will continue until it is terminated by either party in accordance with this Agreement (the "**Term**").

2.3 Failure to satisfy Condition: If a Condition has not been satisfied within 90 days following your acceptance of this Agreement, Worldline NZ will have the right to terminate this Agreement and, except as provided under clause 20.8, each party's rights and obligations under this Agreement shall cease immediately on termination.

2.4 Joint Responsibilities: Each party:

- (a) represents that it has full power and authority necessary to validly enter into and perform its obligations under this Agreement; and
- (b) agrees to comply with the other party's reasonable security, confidentiality and operational requirements of which it has been given reasonable notice.

3 Licence

Worldline NZ grants to you a personal, non-exclusive, non-transferable licence to use Online EFTPOS and the Online EFTPOS Documentation in your New Zealand operations for the Term solely for the purposes of the Online EFTPOS Permitted Use and subject to the terms of use set out in clause 4.

4 Terms of Use

4.1 Except as and to the extent authorised under any applicable laws or this Agreement, any use or dealings with Online EFTPOS, the Online EFTPOS Documentation or any software forming part of Online EFTPOS other than the Online EFTPOS Permitted Use without the prior written consent of Worldline NZ will be a material breach of this Agreement.

4.2 You must not:

- (a) except to the extent specifically authorised under this Agreement, sub-licence, transfer, assign, rent or sell Online EFTPOS or the Online EFTPOS Documentation or the right to use Online EFTPOS;

- (b) permit any third party to, copy, reproduce, translate, adapt, vary, repair, modify, reverse assemble or decompile Online EFTPOS or the Online EFTPOS Documentation by any means or in any form;
- (c) merge all or any part of Online EFTPOS with any other software; or
- (d) use Online EFTPOS in any manner which has the effect of causing unnecessary interference or disruption of the business operations of Worldline NZ or which results in repetitive processing of Payment Requests with no commercial purpose,

without Worldline NZ's prior written consent.

- 4.3 If Worldline NZ consents to the use of Online EFTPOS by a third party you will ensure that the third party complies with the provisions of clauses 3 (Licence), 4 (Terms of Use), 6 (Merchant Responsibilities), and 14 (Confidentiality) (so far as those provisions relate to you) as if the third party were a party to this Agreement. You will be liable to Worldline NZ for all acts or omissions of any third party in contravention of the provisions of clauses 3 (Licence), 4 (Terms of Use), 6 (Merchant Responsibilities) and 14 (Confidentiality).
- 4.4 If this Agreement is terminated, your right to use Online EFTPOS and the Online EFTPOS Documentation will automatically terminate and you must immediately remove all copies of the software forming part of Online EFTPOS from your systems.
- 4.5 Worldline NZ may, at its sole discretion, alter, upgrade, update or change Online EFTPOS at any time. Such alteration, upgrade, update or change will be required either to:
 - (a) address an actual or potential security risk (a "**Mandatory Alteration**"); or
 - (b) enhance the performance and/or functionality of Online EFTPOS.

Where Worldline NZ believes that such alteration, upgrade, update or change will, or is likely to, materially affect your use of Online EFTPOS, Worldline NZ will endeavour to notify you of this in advance.

- 4.6 You acknowledge and agree that:
 - (a) you will do all things reasonably necessary to implement any Mandatory Alteration to Online EFTPOS as notified to you by Worldline NZ, including any process changes, as soon as reasonably practicable; and
 - (b) if you fail to implement any Mandatory Alteration to Online EFTPOS:
 - (i) you may be unable to process Online EFTPOS Transactions and Worldline NZ will not be liable to you under this Agreement for such inability; and
 - (ii) Worldline NZ will be released from any obligation to supply support services in accordance with section 5 of the Schedule (Services).

5 **Merchant Portal**

- 5.1 You acknowledge and agree that Worldline NZ may, at its sole discretion, determine what information, data, features and functionality is made available to you via the Merchant Portal.
- 5.2 You agree to comply with any terms that Paymark may specify in relation to your use of the Merchant Portal. In the event of any inconsistency between the terms and conditions of this Agreement and those on the Merchant Portal, the terms and conditions of this Agreement will apply to the extent of that inconsistency.
- 5.3 Worldline NZ will supply you with user names and passwords to enable you to access the Merchant Portal. You must keep all user names and passwords secure and made known only to authorised users and will be responsible for all use of the Merchant Portal, both during and after the Term, through use of your user names and passwords.

5.4 If you breach any term of this Agreement or the terms of use of the Merchant Portal, Worldline NZ may disable your user names and passwords and will not be liable to you for any inability to use Online EFTPOS as a result.

6 Merchant Responsibilities

6.1 You:

- (a) acknowledge that:
 - (i) you have made and will continue to make your own assessment of the suitability, adequacy, compatibility and appropriateness of Online EFTPOS for its purposes; and
 - (ii) you have not relied on any statements or representations on the part of Worldline NZ as to the performance, functionality or suitability of Online EFTPOS for your requirements, verbal or otherwise, except as expressly recorded in this Agreement;
- (b) will display, in a position that is readily visible to Customers, a privacy statement that complies with the requirements of the Privacy Act;
- (c) will comply with the Security Standards and with Worldline NZ's restrictions and instructions in relation to the use of Online EFTPOS, including those set out in this Agreement and instructions in respect of any breach of the Security Standards;
- (d) will ensure that only authorised persons use Online EFTPOS and that Online EFTPOS is used only for the Online EFTPOS Permitted Use and as expressly authorised under this Agreement;
- (e) will accept all responsibility for reliance on and use of Online EFTPOS by you and your employees, contractors, agents and third-party integrators;
- (f) will obtain and maintain all equipment, software and services needed to enable you to receive and use Online EFTPOS;
- (g) acknowledge that if you operate an online business you will operate a website, and (i) integrate or (ii) either procure or ensure the integration of, the Online EFTPOS API into that website and comply with the latest Online EFTPOS API Specification;
- (h) will deliver, perform or otherwise provide to the Customer the products, goods and/or services purchased by a Customer using Online EFTPOS;
- (i) will immediately notify Worldline NZ upon becoming aware of any breach by you or any third party of the Security Standards;
- (j) you are responsible for all changes and costs associated with accessing Online EFTPOS, including (i) integrating or (ii) either procuring or ensuring the integration with the Online EFTPOS API;
- (k) are responsible for any Customer information retained on your system and any legal or financial consequences of unauthorised use or disclosure of this information;
- (l) will take all reasonable care to prevent wrongful use of a Customer Account for an Authorised Payment originating at the Merchant;
- (m) accept as your sole responsibility the obligation to determine the final status of each Online EFTPOS Transaction and to reconcile that status with amounts settled to the Merchant Account in order to determine your obligation and whether to provide, or continue to provide (as the case may be) the applicable products, goods and/or services;
- (n) are responsible for supplying Worldline NZ with the details of the Merchant Account for the purposes of crediting or debiting Settlement Instructions;

- (o) will only process Refund Requests where you will have adequate funds in the Merchant Account at the time of settlement of such Refund Request;
 - (p) will ensure that sufficient information is given to Worldline NZ to enable Worldline NZ to comply with its obligations under this Agreement and to deal with any queries in relation to the Agreement and will ensure that such information is timely, complete and accurate;
 - (q) will provide all facilities, equipment and material required to perform its obligations at its own cost, unless otherwise specified in this Agreement or otherwise agreed in writing with Worldline NZ;
 - (r) in performing your obligations under this Agreement and otherwise in connection with this Agreement, will comply with all relevant laws and regulations and any relevant requirements of governmental or regulatory authorities, including the Privacy Act 2020;
 - (s) acknowledge that Worldline NZ or a Customer Bank may from time to time request certain information from you for customer due diligence purposes. You will at all times comply with any reasonable requests of Worldline NZ or a Customer Bank to provide information and do all things reasonably necessary to allow Worldline NZ or any Customer Bank to undertake customer due diligence on you;
 - (t) will immediately notify Worldline NZ upon becoming aware of any third-party infringing Worldline NZ's Intellectual Property rights in any manner; and
 - (u) will immediately notify Worldline NZ upon becoming aware of any breach by you of this Agreement in connection with Online EFTPOS or any Online EFTPOS Transaction;
 - (v) will only use the Merchant Portal to initiate a payment (for example, in-store or remotely by telephone) where expressly authorised by the Customer and you must maintain control of and be responsible at all times for the security of the manual key entry of information into the Merchant Portal.
- 6.2 You must ensure that you protect Online EFTPOS from any malicious software (malware) and unauthorised access by maintaining the most up-to-date anti-virus software reasonably available to you.
- 6.3 If a Customer requests remotely (for example, by telephone) to pay by Online EFTPOS you must:
- (a) take reasonable steps to verify the identity of the person you are dealing with in order to confirm that they are genuine and authorised to make the purchase;
 - (b) record reasonable identification details of the person you are dealing with in order to complete the purchase and provide the product, good or service to them;
- 6.4 If you are approved by Worldline NZ to enable Online EFTPOS Transactions using Autopay and wish to offer that functionality to your Customers, you agree:
- (a) that prior to offering Autopay to Customers, 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.
- 6.5 You agree to promptly notify Worldline NZ:
- (a) if you change registered office;

- (b) if any step is taken to appoint a receiver, a trustee in bankruptcy, a liquidator, an administrator or similar of the whole or any part of your assets or business;
- (c) if you cease to carry on business or cease to be able to pay your debts as they become due;
- (d) if any step is taken by a mortgagee to take possession or dispose of the whole or any part of your assets, operations or business;
- (e) if any step is taken to enter into any arrangement with your creditors;
- (f) of any adverse change in your financial condition, any planned or anticipated liquidation or substantial change in the basic nature of your business;
- (g) of any transfer or sale of 25% or more of your assets or any change in the control or ownership of you or your ultimate parent entity; and
- (h) of any judgment against 25% or more of your assets not later than three days after you obtain knowledge of such judgment.

7 **Worldline NZ Responsibilities**

Paymark will:

- (a) provide Online EFTPOS to you with reasonable care, skill and diligence and otherwise in accordance with this Agreement;
- (b) perform its obligations as set out in the Schedule (Services);
- (c) provide all the necessary documents, specifications and other technical information as reasonably necessary for you to use Online EFTPOS as a form of payment for Customers including to enable you to access, integrate or procure or ensure integration with the Online EFTPOS API;
- (d) provide all facilities, equipment and material required to perform its obligations at its own cost, unless otherwise specified in this Agreement or otherwise agreed in writing with you;
- (e) in performing its obligations under this Agreement, comply with all relevant laws and regulations and any relevant requirements of governmental or regulatory authorities, including the Privacy Act 2020; and
- (f) cooperate with you (and your third-party service providers) in connection with the provision of Online EFTPOS.

8 **Authorisation of Online EFTPOS Transactions**

8.1 A Payment Request or Refund Request will only be valid and capable of being Authorised if:

- (a) the Payment Request or Refund Request has been effected through Online EFTPOS and approved by the Customer via their mobile banking application or internet banking; and
 - (i) the identity of the Customer has been authenticated by the Customer Bank via the mobile banking application or internet banking;
 - (ii) the Payment Request or Refund Request complies with the authorisation procedures agreed to by Worldline NZ and/or the Customer Bank;
 - (iii) you provide details of the following (and thereby confirm that you accept the Payment Request or Refund Request):
 - (1) the type and amount of the Payment Request or Refund Request;
 - (2) the date of the Payment Request or Refund Request;

- (3) the time of the Payment Request or Refund Request; and
 - (4) in the case of a Refund Request, the Original Payment Identifier;
- (b) in the case of a Refund Request:
- (i) the value of the Refund Request is less than or equal to the Original Payment Value; and
 - (ii) the total of all prior Refund Requests relating to an Original Payment Identify and the current Refund Request is less than or equal to the Original Payment Value;
- (c) the Payment Request or Refund Request is not prohibited by law;
- (d) you have complied with this Agreement; and
- (e) there has been no fraud or deception on your part or on the part of your employees or agents.

8.2 In respect of each Payment Request or, if you are a Refund-Approved Merchant, Refund Request received from you, Worldline NZ will:

- (a) create a database record and, in the case of a Payment Request, assign an Original Payment Identifier;
- (b) send the Payment Request or Refund Request to the applicable Customer Bank;
- (c) notify you of the status of the Payment Request or Refund Request, including when any Payment Request or Refund Request has been Authorised.

9 Merchant Account and Settlement

9.1 You authorise Worldline NZ to direct debit the Merchant Account with the amount of the Fees (as set out in clause 13) in accordance with the terms of the Direct Debit Addendum (the "**Authority**"). For this purpose, you (i) confirm that you have authority to provide this Authority or (ii) where the Merchant Account is a two-to-sign account, agree that a paper Direct Debit Authority form will be required to be signed by you.

9.2 Furthermore, you confirm and agree that Worldline NZ may debit, or procure the debiting of, the Merchant Account or any of your other accounts or otherwise recover 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 customer 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 debitings.

9.3 In the event that the net of Payment Requests and Refund Requests processed by you in any day is negative, you authorise the Merchant Account to be debited by the negative balance using BECS.

9.4 Usually settlement will take place on the next Business Day after the end of the Settlement Period in which the Authorised Payment is effected. If an Authorised Payment is 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.

- 9.5 Transactions which are initiated in one Settlement Period which are not approved by Worldline NZ or the Customer Bank until a subsequent Settlement Period will be deemed to be effected in the subsequent Settlement Period.
- 9.6 Provided you have complied with all aspects of this Agreement, Worldline NZ will ensure that the necessary process is initiated to deposit value for:
- (a) Authorised Payments to the Merchant Account; and
 - (b) if you are a Refund-Approved Merchant, Authorised Refunds to a Customer Account.
- 9.7 You acknowledge that:
- (a) in respect of each Authorised Payment, the obligation to interchange and make settlement payment for Authorised Payments to the Merchant Account for your benefit is the Customer Bank's obligation; and
 - (b) in respect of each Authorised Refund, the obligation to interchange and make settlement payment for Authorised Refunds to a Customer Account for the benefit of a Customer is your bank's obligation,
- in accordance with the rules of Payments NZ Limited.
- 9.8 You are responsible for ensuring that:
- (a) your Merchant Account can accept debit and credit transactions through BECS;
 - (b) your Merchant Account has sufficient funds to allow for debit transfers undertaken in accordance with clauses 9.1 and 9.2; and
 - (c) you check your Merchant Account details to verify that all Authorised Payment and Authorised Refund amounts are correct.
- 9.9 If transfers are returned to Worldline NZ's settlement bank by your bank, Worldline NZ 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 Merchant Account has insufficient funds, it is your responsibility to have sufficient funds in your Merchant Account so that Worldline NZ can re-process the debit transfer.
- 9.10 If you believe there has been an error in debiting your Merchant Account, you should notify Worldline NZ at support@paymark.co.nz. You can also notify your bank. If there has been an error, Worldline NZ will arrange with your bank to adjust the Merchant Account and will notify you of the adjustment. If Worldline NZ does not believe there has been an error, Worldline NZ will notify you with evidence of the accuracy of the transfer.

10 Retention of records

- 10.1 You will maintain complete and accurate records of all Payment Requests and Refund Requests and will 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.
- 10.2 If, within 120 calendar days of the date any Payment Request or Refund Request was initiated by you, the relevant Customer asks you for a receipt for the Payment Request or Refund Request (whether the Payment Request or Refund Request was accepted or declined), you will give the Customer the Payment Request or Refund Request receipt as soon as practicable after the request.
- 10.3 You must ensure that the Records for all Payment Requests and Refund Requests 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 Customer to identify the Payment Request or Refund Request;
- (d) type of Payment Request or Refund Request (eg. 'purchase'); and
- (e) amount of the Payment Request or Refund Request.

11 Relationship between you and Customers

11.1 You agree to:

- (a) accurately communicate and not misrepresent the nature of any Online EFTPOS Transaction, including the amount of the Online EFTPOS Transaction in the accurate currency;
- (b) provide Customers with a meaningful way to contact you in a timely manner if they have queries or issues with an Online EFTPOS Transaction;
- (c) maintain a clear and fair return, refund and cancellation policy which is easily accessible/visible to Customers during Online EFTPOS Transactions.

11.2 If you are a Refund-Approved Merchant, you undertake to process any Refund Request to the original Customer Account used by the Customer in accordance with any instructions received by Worldline NZ.

11.3 You must:

- (a) not offer products or sell goods or services in a manner that is unfair or deceptive or fail to disclose material terms of purchase in advance of any transaction or is otherwise in breach of any laws;
- (b) ensure that you use your best endeavours to honour the obligation you have to the Customer to provide a quality product or service within industry acceptable timeframes and in accordance with best practice;
- (c) not make any warranty or representation whatsoever in relation to any products, goods or services supplied by you which may bind Worldline NZ or any Customer Bank;
- (d) ensure that any communications to Customers in respect of the intended use of any donations is accurate and not misleading.

11.4 Any dispute between you and a Customer about products, goods and services supplied will be entirely between you and that Customer. You indemnify Worldline NZ and each Customer Bank against any loss, cost, expense, damage or liability (whether direct, indirect or consequential) suffered or incurred by Worldline NZ or the applicable Customer Bank as a result of any dispute between you and your Customers, 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 clause 11.4 is intended to confer a benefit on each Customer Bank for the purposes of sections 12 and 13 of the Contract and Commercial Law Act 2017. Neither Worldline NZ nor you need to obtain the consent of any third-party beneficiary under section 15 of the Contract and Commercial Law Act 2017 in order to amend this Agreement.

11.5 You represent and warrant to Worldline NZ that:

- (a) any Online EFTPOS Transaction submitted by you will represent a bona fide sale or transaction by you that has been duly authorised by a Customer;
- (b) any Online EFTPOS Transactions submitted by you will accurately describe the products, goods and/or services provided to a Customer;
- (c) you will not accept an Online EFTPOS Transaction for providing cash to a customer in lieu of, or in addition to providing products, goods and services;

- (d) you will fulfil all of your obligations to each Customer for which you submit an Online EFTPOS Transaction and will resolve any Customer dispute or complaint directly with the Customer;
- (e) all Online EFTPOS Transactions will comply with all relevant laws, including any applicable tax laws and regulations;
- (f) you will only process Online EFTPOS Transactions for products, 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;
- (g) except in the ordinary course of business, no Online EFTPOS Transactions will be submitted by you through Online EFTPOS which represent a sale to any principal, partner, proprietor or owner of you; and
- (h) you will not use Online EFTPOS, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of Online EFTPOS.

11.6 The representations and warranties set out in clause 11.5 are ongoing throughout the term of this Agreement.

12 Relationship between Worldline NZ and Customer

Banks 12.1 You acknowledge that:

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

12.2 Worldline NZ will maintain a list of current Customer Banks participating in Online EFTPOS and publish the current list on its website. If a Customer 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.

12.3 You agree and acknowledge that the availability of Online EFTPOS is subject to Worldline NZ agreeing in writing with each Customer Bank the terms of Online EFTPOS insofar as it relates to that Customer 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 the Merchant Portal or to suspend access to the Services pursuant to clause 18.

12.4 If there are no Customer Banks offering Online EFTPOS, Worldline NZ will be entitled to terminate this Agreement in accordance with clause 20.6.

13 Fees

13.1 Unless otherwise agreed in writing between you and Worldline NZ, you will pay Worldline NZ the Fees for Authorised Payments as set out in the following link, <https://www.paymark.co.nz/products/online-eftpos/>, as amended by Worldline NZ in accordance with this clause 13.1. Worldline NZ may review and amend the Fees provided that Worldline NZ will give you at least one month's prior written notice of any increase in any of the Fees payable by you to Worldline NZ. Such notification may be via email or a notice published on Worldline NZ's website, the Merchant Portal or any other website maintained or owned by Worldline NZ for the purposes of providing services under this Agreement.

13.2 Worldline NZ must invoice you by submitting a valid tax invoice (as defined under the Goods and Services Tax Act 1985). Each tax invoice received by you will be paid to Worldline NZ, without set off

or deduction, no later than the 20th day of the month following the month of receipt of the invoice by way of direct debit from the Merchant Account in accordance with the Authority.

- 13.3 All fees payable under this Agreement are stated before the calculation of goods and services tax payable under the Goods and Services Tax Act 1985 which will, if required by law, be paid on all such fees and charges. Worldline NZ is entitled to charge an additional amount equal to the charge of GST on top of the fees expressed in this Agreement. The fees are inclusive of all other government taxes, value added taxes, withholding taxes, duties, imposts and levies of a similar nature, however designated, assessed or levied on either party in relation to this Agreement (including penalties).
- 13.4 If you fail to pay the Fees when due, you must pay the Default Interest Rate on any overdue amounts under this Agreement, calculated daily from the due date until the actual day of payment. You must also pay any costs (including collection costs and legal costs on a solicitor-client basis) reasonably incurred by Worldline NZ in attempting to recover any such overdue amounts.
- 13.5 Where you have reasonable grounds to dispute any amount invoiced by Worldline NZ to you under this Agreement (the "**Disputed Amount**"):
- (a) you will notify Worldline NZ of such dispute and the grounds for such dispute within five Business Days of receiving the relevant invoice;
 - (b) any undisputed portion of the invoice will remain payable on the due date for payment;
 - (c) provided that you have complied with clause 13.5(a), you will not be required to pay the Disputed Amount until the parties' dispute has been resolved by agreement between the parties or in accordance with clause 23 (Dispute Resolution).
- 13.6 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 this clause 13.6, "**Liability**" means any debt or monetary liability, irrespective of whether the debt or monetary liability is future or present, actual or contingent.

14 **Confidentiality**

- 14.1 Each party agrees and undertakes to the other that, during the Term and after termination of this Agreement, it will:
- (a) not communicate, reveal, supply or make known or available to any person, any Confidential Information except with the prior written consent of the other party;
 - (b) not use Confidential Information for a purpose other than the performance of its obligations under this Agreement; and
 - (c) take all steps reasonably necessary to prevent the unauthorised use or disclosure of Confidential Information by its officers, employees, sub-contractors and agents.
- 14.2 If a party becomes aware of any actual or potential unauthorised use or disclosure of Confidential Information it will immediately notify the other party in writing of the details and circumstances of the breach.
- 14.3 A breach by a party of its obligations under this clause 14 will constitute a material breach of the Agreement and entitle the other party to terminate the Agreement immediately in accordance with clause 20.
- 14.4 A party may disclose Confidential Information if and to the extent that:
- (a) such disclosure is required by law or pursuant to an order of a court of competent jurisdiction;
 - (b) such information has become generally available in the public domain through no fault of that party;

- (c) such information was in possession of the party to which it was disclosed before such disclosure by that party; or
- (d) the party has obtained the prior written approval of the party that owns the Confidential Information in respect of the disclosure.

14.5 If a party is required to disclose any of the other party's Confidential Information in accordance with clause 14.4(a), it must (if permitted by law) advise the other party before disclosing the Confidential Information. Only that part of the Confidential Information that the first party's legal advisers (including in-house legal counsel) reasonably believe is necessary to disclose by law can be disclosed.

14.6 If either party becomes aware of 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 such breach.

14.7 Each party:

- (a) will not without the consent of the other party copy or reproduce the other party's Confidential Information in any way;
- (b) will only use the other party's Confidential Information to the extent necessary for the purposes of performing or obtaining the benefit of this Agreement and not for any other purpose and will limit access to the other party's Confidential Information to those of its consultant's officers, employees, agents or advisors who:
 - (i) are assigned to work pursuant to this Agreement; and
 - (ii) who reasonably require the Confidential Information for the purpose of this Agreement;
- (c) must keep the other party's Confidential Information safely stored and secure when not in use; and
- (d) acknowledges that the other party's Confidential Information remains the absolute and exclusive property of the other party.

15 **Personal information**

15.1 You acknowledge that any personal information concerning you, your personnel or any third party which is provided to Worldline NZ at any time, in writing, by telephone, electronically or by any other means, may be used by Worldline NZ for the purposes of providing services to you.

15.2 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/our-fine-print/> as updated from time to time.

15.3 You and your personnel have the right to access your personal information or to request an update or correction of the personal information held by Worldline NZ or your bank.

15.4 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. Worldline NZ is authorised by you to obtain information about you (or any beneficial owner of you) from your bank

for the purposes of confirming your identity and address and/or the identity and address of any beneficial owner of you to enable Worldline NZ to meet its obligations under the AML Act.

16 **Branding and publications**

16.1 You will:

- (a) not use Worldline NZ's name or logo or the name or logo of any Customer Bank in any manner other than as expressly permitted in this Agreement;
- (b) not use any advertising or promotional material in relation to Online EFTPOS except as authorised by Worldline NZ and, if applicable, the relevant Customer Bank;
- (c) only use advertising or promotional material to show the Online EFTPOS logo and the Customer Banks which allow Customers to authorise payments using Online EFTPOS in accordance with the marketing and brand guidelines as specified in the Worldline NZ Brand Guidelines; and
- (d) not use Worldline NZ Logos or Customer Bank marks or logos in such a way as to create the impression that your products, goods or services or donation request is sponsored or in any way affiliated to Worldline NZ or any Customer Bank.

16.2 You agree that Worldline NZ and any Customer 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.

17 **Intellectual Property**

17.1 Nothing in this Agreement confers on a party any right or interest in or licence to use, or permit to be used, any of the other party's Intellectual Property except as specifically provided for in this Agreement.

17.2 All Intellectual Property which is owned by, or is proprietary to, a party at the of your acceptance of this Agreement will remain owned exclusively by that party. For the avoidance of doubt, Worldline NZ owns (or licences) the Intellectual Property rights in Online EFTPOS, the Online EFTPOS API and the Online EFTPOS Documentation.

17.3 Any new Intellectual Property rights which are created as a result of, or in connection with Online EFTPOS or otherwise in connection with this Agreement, will be owned by Worldline NZ, unless otherwise agreed in writing between the parties.

18 **Suspension**

18.1 Worldline NZ may suspend the operation of Online EFTPOS or decline or suspend any Online EFTPOS Transaction:

- (a) where you fail to comply with any term of this Agreement (including for the avoidance of doubt, failure to pay an invoice in accordance with clause 13);
- (b) where it considers on reasonable grounds that serious circumstances exist and that the principles of prudential banking relevant to operation of Online EFTPOS so require;
- (c) where it believes an Online EFTPOS Transaction may expose you, Customers, Worldline NZ, any Customer Bank or any third party to risks unacceptable to Worldline NZ;
- (d) where it believes that Online EFTPOS is being, or is likely to be, used fraudulently or in a manner that will jeopardise the security, reputation or integrity of Online EFTPOS, the Worldline NZ Network or any Customer Bank's systems; or
- (e) if effective management or control of you is transferred to any other person or entity without Worldline NZ's prior written consent;
- (f) to undertake maintenance and/or technical upgrades as necessary;

- (g) where required pursuant to a Bank Agreement; or
- (h) Worldline NZ (acting reasonably) considers it necessary for any other reason, including without limitation, for customer due diligence purposes as required pursuant to the AML Act, without prior notice to you, for such period or periods as Worldline NZ will consider appropriate.

18.2 Worldline NZ will use its best endeavours to advise you by telephone and email prior to any suspension, and in the event that no such advice is given then written notice of suspension will be given immediately after such suspension takes effect. For the purposes of clause 18.1, **"serious circumstances"** mean an issue that impacts, or may impact, on the security, reputation or integrity of Online EFTPOS, the Worldline NZ Network or any Customer Bank's systems.

18.3 Where possible, Worldline NZ will provide you with reasonable prior notice of outages or suspensions of Online EFTPOS.

19 Limitation of Liability

19.1 To the fullest extent permitted by law:

- (a) except as expressly set out in this Agreement, Worldline NZ excludes all warranties, conditions, terms, representations or undertakings, whether express, implied, statutory or otherwise, including any condition or warranty of merchantability or fitness for a particular purpose. In particular, Worldline NZ does not warrant that:

- (i) Online EFTPOS will meet your requirements; or
- (ii) that Online EFTPOS will be uninterrupted or error free, or that all errors will be corrected;

- (b) subject to clauses 19.1(c) and 19.2, your sole and exclusive remedy for breach of any warranty or of any of Worldline NZ's obligations under this Agreement is (at Worldline NZ's option) the supply or re-supply of Online EFTPOS or refund or waiver of Fees for the relevant part of Online EFTPOS or this Agreement which is the subject matter of, or directly related to, the breach; and

- (c) in no event will Worldline NZ's total liability to you under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, exceed the amount paid by you to Paymark under this Agreement in the six months immediately prior to the breach.

19.2 In no event will Worldline NZ be liable to you whether in contract, tort (including negligence) or otherwise in respect of any:

- (a) loss of data, lost profits, loss of revenue, loss of goodwill, loss of business or for any other indirect, consequential or special loss, damage, cost or expense suffered or incurred by you arising out of or in connection with this Agreement;
- (b) loss, damage, cost or expense suffered or incurred by you, to the extent to which this results from any act or omission by you;
- (c) any event or circumstance outside Worldline NZ's direct control, including any Third-Party Outage or mistakes, errors or omissions which are attributable to a third party; or
- (d) any event described in clause 26 (Force Majeure).

19.3 You will indemnify Worldline NZ against all liabilities, losses and costs which Worldline NZ may incur, directly or indirectly as a result of:

- (a) any breach by you of this Agreement;
- (b) any liability, loss or cost arising from a disputed Online EFTPOS Authorised Payment or Authorised Refund; or

- (c) any fraud or negligence of you or your employees or agents in using, or any misuse or unauthorised act or act causing damage by you or any of them in relation to Online EFTPOS or any Customer Account.

19.4 You agree that you will not bring any claim against any supplier to Worldline NZ in connection with or in respect of the provision of Online EFTPOS by Worldline NZ under this

20 Agreement. **Termination**

20.1 Either party may terminate this Agreement at any time on not less than one month's notice to the other party.

20.2 Either party (the "**First Party**") may terminate this Agreement immediately by written notice to the other party (the "**Second Party**") if the Second Party:

- (a) is in material breach of any of its obligations under this Agreement and that breach is not capable of remedy, or where it is capable of remedy, the Second Party, has failed to remedy the breach within 20 Business Days of receiving written notice from the First Party to remedy the breach;
- (b) ceases to carry on all or substantially all of its business or operations; or
- (c) is subject to an Insolvency Event.

20.3 If a Force Majeure event under clause 26 continues for more than 15 consecutive Business Days, or for an aggregate of 30 Business Days in any six-month period, then the party not claiming the benefit of the Force Majeure Event will be entitled to terminate this Agreement.

20.4 Worldline NZ may immediately terminate or suspend this Agreement by giving you notice in writing of its intention to do so if effective management or control of the Merchant is transferred to any person or company without Worldline NZ's prior written approval.

20.5 Any use of Online EFTPOS for any purpose other than the Online EFTPOS Permitted Use, or any breach by you of clauses 4 (Terms of Use) or 5 (Merchant Portal), will be deemed to be a material breach of this Agreement which is not reasonably capable of remedy.

20.6 Worldline NZ may end the availability of the Online EFTPOS solution if Online EFTPOS is no longer viable, is unable to be provided by Worldline NZ, all Customer Banks have withdrawn from offering Online EFTPOS or if Online EFTPOS is to be withdrawn from general availability by Worldline NZ. Where Worldline NZ replaces Online EFTPOS with a new service that provides equivalent or better functionality at a similar price, you will not unreasonably refuse to migrate to that service. If Worldline NZ is unable to provide a replacement service, it will give you a minimum of 90 days' notice of the withdrawal of the service and the termination of this Agreement.

20.7 On termination of this Agreement however arising, each party will return to the other party, at its own expense, all Confidential Information in that party's possession.

20.8 Save for the obligations contained in clauses 3 (Licence), 4 (Terms of Use), 13 (Fees) 14 (Confidentiality), 16 (Branding and publications), 17 (Intellectual Property), 19 (Limitation of Liability), this 20.8, 23 (Dispute Resolution), 25 (Notices) and 27 (General) and any other provisions which by their nature are intended to survive termination each party's further rights and obligations cease immediately on termination of this Agreement, but termination does not affect a party's accrued rights and obligations at the date of termination.

21 **Relationship**

Nothing in this Agreement is intended to, or will, operate to create a partnership or joint venture of any kind between you and Worldline NZ, authorise either party to act as agent for the other party (otherwise than as specifically provided for under this Agreement), or authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.

22 **Assignment**

- 22.1 You may not assign any of your rights or obligations arising in relation to this Agreement without the prior written consent of Worldline NZ, such consent not to be unreasonably withheld or delayed. This Agreement binds you and your heirs, representatives and permitted and approved successors or any permitted assigns.
- 22.2 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.

23 **Dispute Resolution**

- 23.1 If any dispute arises out of, or in connection with, this Agreement, the party claiming a dispute has arisen will give written notice to the other party specifying the nature of the dispute and neither party will commence proceedings relating to the dispute unless that party has complied with the provisions of this clause 23. On receipt of a notice claiming a dispute has arisen, the parties must endeavour in good faith to resolve the dispute.
- 23.2 If the parties do not resolve the dispute within ten (10) Business Days of receipt of the notice claiming a dispute has arisen (or such further period as may be agreed in writing between the parties), then the parties will mediate the dispute in accordance with the standard mediation agreement of the Resolution Institute, and the Chair of the Resolution Institute (or the Chair's nominee) will select the mediator and determine the mediator's fee.
- 23.3 Pending resolution of any dispute, the parties will continue to perform their obligations under this Agreement without prejudice to their respective rights and remedies.
- 23.4 All discussions in mediation will be without prejudice and will not be referred to in any later proceedings (if any).
- 23.5 Nothing in this clause will preclude either party from taking steps to seek equitable relief before a New Zealand Court.

24 **Audit 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.

25 **Notices**

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

- (a) in the case of notices to you, delivered by hand, registered mail or email to you 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 to be given 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).

26 **Force Majeure**

- 26.1 Neither party will be liable for any failure or delay in complying with any obligation imposed on such party under this Agreement if:
- (a) the failure or delay arises from circumstances beyond the reasonable control of that party, including acts of God, strikes, lockouts, riots, acts of war, epidemics, compliance with a law

or governmental order, fire or power failures, or failure of the internet or telecommunication networks ("**Force Majeure Event**");

- (b) that party, on becoming aware of the cause, promptly notifies the other party in writing of the nature and expected duration of, and the obligation affected by the cause;
- (c) that party uses its best endeavours to:
 - (i) mitigate the effects of the cause on that party's obligations under this Agreement; and
 - (ii) perform that party's obligations under this Agreement on time despite the cause.

26.2 Clause 26.1 will not apply in respect of your obligation to pay any charges or fees payable under this Agreement.

27 **General**

27.1 This Agreement constitutes the entire agreement, understanding and arrangement between the parties relating to the subject matter of this Agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.

27.2 If any provisions of this Agreement are held invalid, unenforceable or illegal in any way, this Agreement will remain otherwise in full force apart from such provisions, which will be deemed deleted.

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

27.4 Worldline NZ may appoint subcontractors to perform any of its obligations under this Agreement. Notwithstanding any sub-contracting Worldline NZ will remain liable to you for its obligations under this Agreement and will be responsible for all acts, omissions and negligence of any subcontractors as if they were the acts, omissions or negligence of Worldline NZ.

27.5 Delay by either party to enforce at any time a provision of this Agreement or to require at any time performance of an obligation by the other party will not be construed to be a waiver of that provision nor affect the right of either party to thereafter enforce each and every provision of this Agreement.

27.6 This Agreement will be construed and take effect in accordance with the laws of New Zealand and will be subject to the non-exclusive jurisdiction of the Courts of New Zealand.

27.7 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.

Schedule – Services

Worldline NZ enables you to use Online EFTPOS, by doing the following:

- (a) providing you either sufficient instructions or a digital application that allows for a Payment Request and/or a Refund Request (for Refund-Approved Merchants only) to be initiated;
- (b) allowing you to access, integrate or procure or ensure the integration with the Online EFTPOS API so that Worldline NZ can:
 - (i) send Payment Requests and Refund Requests to Customer Banks for authorisation and/or processing; and
 - (ii) receive messages containing the authorisation response from Customer Banks;
- (c) ensuring that each Payment Request or Refund Request sent to a Customer Bank gives the Customer Bank the information it needs to:
 - (i) authorise or decline a Payment Request; and
 - (ii) process a Refund Request; and
- (d) providing Settlement Instructions to the Settlement Agent.

Worldline NZ will:

1 Payments

- 1.1 Provide a system that will deliver Merchant generated Payment Requests via Online EFTPOS to Customer Banks;
- 1.2 In respect of each Payment Request received from you:
 - (a) create a database record;
 - (b) send the Payment Request to the relevant Customer Bank; and
 - (c) notify you of the status of the Payment Request.

2 Refunds

- 2.1 Authorise Refund Requests received from you (if you are a Refund-Approved Merchant) where the:
 - (a) Refund Request includes an Original Payment Identifier;
 - (b) value of the Refund Request is less than or equal to the Original Payment Value; and
 - (c) total of all prior Authorised Refunds relating to an Original Payment Identifier, when combined with the Refund Request, is less than or equal to the Original Payment Value;
- 2.2 Notify you of any Authorised Refunds.

3 Settlement Instructions

For each Settlement Period, Worldline NZ will:

- (a) calculate the total value of all Authorised Payments for you in that Settlement Period including:
 - (i) Payment Requests initiated and Authorised since 11.00pm the previous day; and
 - (ii) any Payment Requests initiated prior to that time that have been Authorised in the subsequent Settlement Period and not included in any previous settlement file;
- (b) calculate the total value of all Authorised Refunds for you in that Settlement Period, including:
 - (i) Refund Requests initiated and Authorised since 11.00pm the previous day; and
 - (ii) any Refund Requests initiated prior to that time that have been Authorised in the subsequent Settlement Period and not included in any previous settlement file;
- (c) calculate the Settlement Amount for you;
- (d) generate settlement files; and

(e) provide the settlement files to the Settlement Agent.

4. Record Keeping

Worldline NZ must maintain records of every Payment Request and Refund Request as well as the records of the outcome of every Payment Request and Refund Request (including settlement details) for the legally required period.

5

Support Services

Provide service support to you when required by:

- (a) providing technology support in respect of technology queries regarding the use of the Merchant Portal and Online EFTPOS, including assistance with a system down situation in which no operation can continue, the activation of maintenance releases and bug fixes and any other urgent request which does not fall into the business support category described in paragraph (b) below. Urgent user support may be requested by calling 0800 Worldline NZ (0800 729 627) 24 hours a day, 365 days a year;
- (b) providing business support in respect of general user queries regarding the use of the Merchant Portal and Online EFTPOS, including support for Merchant enquires such as forgotten passwords and assistance with any failure in the transmission of Online EFTPOS Transactions. Business support may be requested by sending an email to support@paymark.co.nz or by calling 0800 Worldline NZ (0800 729 627) 24 hours a day 365, days a year,

(the "**Support Services**"). Worldline NZ will endeavour to acknowledge receipt of, and address any requests for Support Services within (in each case) a reasonable timeframe.

Direct Debit Addendum

1 Authority

You agree that the Authority provided pursuant to clause 9.1 is subject to:

- (a) the bank's terms and conditions that relate to such account; and
- (b) the specific terms and conditions listed below.

2. Specific conditions relating to notices and disputes

You may ask your bank to reverse a direct debit up to 120 calendar days after the debit if:

- (a) you don't receive a written notice of the amount and date of each direct debit from Worldline NZ, or
- (b) you receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.

You may ask your bank to reverse a direct debit up to 9 months after the date Worldline NZ sent the first direct debit under the Authority if you are not reasonably satisfied that the Authority authorised your bank to debit the account with the amount of the direct debit.

Worldline NZ is required to give you a written notice of the amount and date of each direct debit no less than 2 business days before the date of the debit.

If the bank dishonours a direct debit but Worldline NZ sends the direct debit a second time within 5 business days of the original direct debit, Worldline NZ is not required to notify you a second time of the amount and date of the direct debit.