

OFFER TO PROVIDE CARD AND ALTERNATIVE PAYMENT MERCHANT SERVICES

Notwithstanding the title of this document it does not constitute an offer by Cuscal Limited and/or Global Blue Payments (Australia) Pty Ltd unless it is signed by an Authorised signatory of Global Blue Payments (Australia) Pty Ltd. This Agreement is made on the Commencement Date below:

Commencement Date

between

Cuscal Limited ABN 95 087 822 455 of Level 1, 1 Margaret Street, Sydney, NSW 2000 (**Bank**); and

Global Blue Payments (Australia) Pty Ltd ABN 48 127 747 586 of Level 11, 10 Bridge Street, Sydney NSW 2000 (**us, we, our, Global Blue**);

and

(legal name)

| |
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|--|

(with ABN)

| | | | |
|--|--|---------------|--|
| | | ABN Included? | |
|--|--|---------------|--|

(and/or ACN)

| | | | |
|--|--|---------------|--|
| | | ACN Included? | |
|--|--|---------------|--|

(trading as)

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(of address)

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| |
|--|

(city)

(state)

(post code)

The Bank agrees to provide you with Acquiring Services and certain other services. We agree to provide you with Acquiring Services (as applicable), Switching Services including Dynamic Currency Conversion and certain other services and, if requested by you, we agree to provide or arrange the provision of POS Terminals, to allow you to accept payment for goods and services by certain Cards and Alternative Payments. You agree to accept those services and pay the fees set out in the Schedule, in each case on the terms of this Offer Letter, the Schedule, the Standard Terms and Conditions set out in Part 2 of the Merchant Agreement as amended from time to time and the terms and conditions set out in the Merchant Operating Guide set out in Part 1 of the Merchant Agreement as amended from time to time (collectively this **Agreement**). You acknowledge having received a copy of the Standard Terms and Conditions and the Merchant Operating Guide. Words used in this Offer Letter and the Schedule which are defined in the Standard Terms and Conditions have the same meaning in this Offer Letter and the Schedule. You acknowledge that we may, in our absolute discretion from time to time, appoint other financial institutions to provide Acquiring Services and certain other services under this Agreement.

OFFER TO PROVIDE CARD AND ALTERNATIVE PAYMENT MERCHANT SERVICES

SCHEDULE

Type of Cards and Alternative Payments you may Accept

On the terms of this Agreement, you may accept Credit Cards, Debit Cards and Alternative Payments. Where you accept either but not all of the Credit Cards, Debit Cards or Alternative Payments, you are bound by the provisions of this Agreement except for provisions which are expressed only to refer to Cards or Alternative Payments of the type you are not authorised to accept.

Agreement Term months

commencing on the Commencement Date, unless terminated earlier by us or the Bank in accordance with the terms of this Agreement. (If no Commencement Date is specified above, "**Commencement Date**" means the date of execution of this Agreement by the last party.)

Fees paid by you (all ex-GST)

All fees payable by you are payable monthly in advance on the first day of each calendar month (**Month**), except fees based on the value or number of transactions, which are payable in arrears on the first day of the Month following the Month to which they relate, or such later time as is specified by us. If the Commencement Date is not the first day of a Month, the first payment of all fees payable in advance is due on the Commencement Date and shall be a pro rata proportion of one Month's payment to cover the period from the Commencement Date to the end of the Month in which the Commencement Date occurred. Fees are subject to variation under this Agreement by us, including, without limitation, adding new fees. As fees will change from time to time and will most certainly change following the date of this document, the latest fees will always be set out in the Monthly Merchant Statement sent to you. To the extent of any inconsistency between the fees set out in this document and the Monthly Merchant Statement, you agree, subject to clause 34 of the Standard Terms and Conditions, to be bound by and pay the fees as set out in the Monthly Merchant Statement. A charge for early termination may apply under clause 20 of the Standard Terms and Conditions.

| | | | |
|---------------------------------|------------------|--------------------|---|
| eCommerce: enabled | | | |
| eCommerce Gateway setup | \$ | | payable on setup |
| eCommerce Gateway transactions | \$ | | payable per transaction |
| eCommerce Gateway admin | \$ 0 | | payable per month |
| | PMS | F&B-POS | |
| Integration API type | CS IPPI | CS IPPI | |
| Integrated Payment setup | \$ | \$ | Payable on setup |
| Integrated Payment transactions | \$ | \$ | payable per transaction |
| Integrated Payment admin | \$ | \$ | payable per month |
| Token setup | \$ | | payable on setup |
| Token decommission | \$ | | payable on decommission |
| Merchant decommission | \$ Refer to T&Cs | | payable on decommission |
| Terminal return penalty | \$ | | payable per terminal if not returned |
| Chargeback administration | \$ | | payable per chargeback received from issuer |
| Receipt rolls | \$ | | payable per box of receipt rolls |

Credit Card Pricing Model **COST-PLUS** (Cost-plus or Blended)
(Visa, MasterCard, Discover/Diners Club) [of total value of Credit Card Transactions payable monthly (**Blended**) + Card Scheme Interchange Cost + Card Scheme processing cost] (**Cost-plus**)

(*domestic*) (*Prem/comm*) (*International*)
 % of the total value of credit card transactions payable monthly (**Fixed Cost**)

(Union Pay International) [of total value of Credit Card Transactions payable monthly (**Blended**) + Card Scheme Interchange Cost + Card Scheme processing cost] (**Cost-plus**)

Debit Card
(eftpos) \$ payable per transaction

OFFER TO PROVIDE CARD AND ALTERNATIVE PAYMENT MERCHANT SERVICES

Alternative Payments

| | | |
|---------------------|--|---|
| (Alipay) | | of total value of Alternative Payment Transactions payable monthly + Alternative Payment Cost (Cost +) |
| (Wechat Pay) | | |
| (Alipay) – fixed | | of total value of Alternative Payment Transactions payable monthly |
| (Wechat Pay)- fixed | | |

POS Terminals (payable monthly per POS Terminal as indicated by you on the implementation form provided separately)

Standalone \$ Integrated \$ Wireless \$

Fees paid to you

DCC Rebate

| |
|----------------------|
| <input type="text"/> |
| Tiered |

of the total value of international Credit Card Transactions using DCC as follows:
0-100% opt-in = 100% of the DCC Rebate

NOTE: Less than 30% opt-in results in no DCC rebate being paid

Authorised Floor Limits

Your Authorised Floor limit for Credit Card Transactions is \$0.00, unless amended by us according to the terms of this Agreement.

Responsibility for POS Terminals

You are responsible to us for our POS Terminals while you possess them.

Mail, Telephone Order and eCommerce Authorisations

We Authorise you to perform the items checked below according to the terms of this Agreement.

Mail & Phone orders (MO/TO) e-Commerce
URL

About You

Describe in specific terms what your business does (eg: 'Sells Books' not 'Retailer')

Operating Hours: Mon Tue Wed Thu
Fri Sat Sun

of employees Any Directors previously bankrupt

If an existing merchant, which bank?

Ever had a facility terminated?
If yes, why?

(site name)
(of address)
(city) (state)
(post code)

If you have more than one site address for this Agreement, please provide the site address(es) on a separate document and submit them with this application.

OFFER TO PROVIDE CARD AND ALTERNATIVE PAYMENT MERCHANT SERVICES

Your estimated Card and Alternative Payment Transaction value

Credit Card *Visa/Mastercard*

| | Domestic | International | | |
|------------------------------------|----------|---------------|-----------------------------|----------------------|
| <i>(annual value)</i> | \$ | \$ | Card-present % by value | <input type="text"/> |
| <i>(average transaction value)</i> | \$ | \$ | Card-not-present % by value | <input type="text"/> |

| Credit Card | <i>UnionPay</i> | <i>Amex</i> | <i>Discover/Diners Club</i> | <i>JCB</i> |
|------------------------------------|-----------------|-------------|-----------------------------|------------|
| <i>(annual value)</i> | \$ | \$ | \$ | \$ |
| <i>(average transaction value)</i> | \$ | \$ | \$ | \$ |

| Debit Card | <i>eftpos</i> |
|------------------------------------|---------------|
| <i>(annual value)</i> | \$ |
| <i>(average transaction value)</i> | \$ |
| | |

| Alternative Payments | <i>Alipay</i> | <i>Wechat Pay</i> |
|------------------------------------|---------------|-------------------|
| <i>(annual value)</i> | \$ | \$ |
| <i>(average transaction value)</i> | \$ | \$ |

% of your Card Transactions for goods/services delivered at time of payment

% of your Card Transactions for goods/services delivered after time of payment

How many days after payment are the goods or services delivered on average? days

Accepted Card Types

| | | | | | | |
|-------------|-------------------------|----------------------|-----------------|--|-----------------------------|----------------------|
| Credit Card | <i>Visa, MasterCard</i> | <input type="text"/> | <i>UnionPay</i> | <input type="text"/> | <i>Discover/Diners Club</i> | <input type="text"/> |
| Debit Card | <i>eftpos</i> | <input type="text"/> | | | | |
| Other Cards | <i>Amex</i> | <input type="text"/> | <i>(MID)</i> | You will provide during implementation | | |
| | <i>JCB</i> | <input type="text"/> | <i>(MID)</i> | You will provide during implementation | | |

Card Transaction Limits

We will set a default (i) Sale Transaction Limit, (ii) Refund Transaction Limit and (iii) Refund Daily Limit during implementation. At any time you may request a change to these limits which we will approve at our sole discretion.

Direct Debit Request

You authorise and request us using our User ID no 342048 (**Debit User**) until further notice in writing, to arrange for any amount that we may debit or charge you under the terms of this Agreement and also the Direct Debit Request Service Agreement, to do so using the bank account details below through the Bulk Electronic Clearing System (BECS). You agree to keep this Direct Debit Request in force until cancelled, deferred or otherwise altered according to the Direct Debit Request Service Agreement. You confirm that the bank account details are correct and that you are an authorised signatory for this bank account.

For Fees paid by you

Bank Account Details

| | |
|----------------|---|
| BSB | <input type="text"/> |
| Account Number | <input type="text"/> |
| Account Name | <input type="text"/> |
| Bank Name | <input type="text"/> |
| Reason | Debit of fees you owe us under this agreement |

OFFER TO PROVIDE CARD AND ALTERNATIVE PAYMENT MERCHANT SERVICES

For settlement paid to you

Bank Account Details

| | |
|----------------|--|
| BSB | |
| Account Number | |
| Account Name | |
| Bank Name | |
| Reason | Credit of settlement we owe you under this agreement |

Please provide your express confirmation and consent by **ticking each box**:

- 1. You confirm that the information provided in this application is correct.
- 2. You consent to the Bank or Global Blue to exchange and/or store this information with any source including a credit agency, identity service provider, document issuer, official record holder, bank, financial institution, Card Scheme or Alternative Payment Scheme, including for the purposes of verifying your identity and that of any directors and/or shareholders.
- 3. You consent for each source to store and/or give the Bank or Global Blue any information about that the Bank or Global Blue require to process your application.
- 4. You agree to release each source, the Bank and Global Blue from liability for, and separately indemnify each source, the Bank or Global Blue against all claims and losses arising out of disclosures made in the course of such enquiries.

Executed as an agreement by _____

Your authorised signatory #1

| | |
|----------------------|--|
| <i>(sign here)</i> | |
| <i>(print name)</i> | |
| <i>(print title)</i> | |
| <i>(date)</i> | |

Your authorised signatory #2

| | |
|----------------------|--|
| <i>(sign here)</i> | |
| <i>(print name)</i> | |
| <i>(print title)</i> | |
| <i>(date)</i> | |

Executed as an agreement by **Global Blue Payments (Australia) Pty Ltd**

Authorised signatory for Global Blue Payments (Australia) Pty Ltd

| | |
|--------------------|--------------------------------|
| <i>(sign here)</i> | |
| | Damian Cecchi, Director |
| <i>(date)</i> | |

Global Blue Payments (Australia) Pty Ltd signs this Agreement on its own behalf and as agent for Cuscal Limited. Cuscal Limited is bound to this Agreement on Global Blue Payments (Australia) Pty Ltd signing it.

OFFER TO PROVIDE CARD AND ALTERNATIVE PAYMENT MERCHANT SERVICES**Direct Debit Request Service Agreement****1. Definitions**

account means the account held at *your financial institution* from which *we* are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between *you* and *us*.

business day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that a payment by *you* to *us* is due.

direct debit request means the Direct Debit Request between *us* and *you*.

us and **we** means Global Blue Payments (Australia) Pty Limited (User ID no 342048) *you* have authorised by signing a *direct debit request*.

you means the Account Holder who signed the *direct debit request*.

your financial institution is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit.

2. Debiting your account

2.1 By signing the direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between you and us.

2.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request. We will not issue individual confirmation of payments made.

2.3 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the previous or following business day. If you are unsure about which day your account has been or will be debited, please check with your financial institution.

3. Changes by us

3.1 We may vary the terms of this agreement or a direct debit request at any time by giving you at least thirty (30) days' written notice.

4. Changes by you

4.1 Subject to clauses 4.2 and 4.3, you may defer a debit payment or change the arrangements under a direct debit request by giving us thirty (30) days' notice in writing, signed by you, of the deferral or change.

4.2 If you wish to stop a debit payment you must notify us in writing at least thirty (30) days before the next debit day. All requests to stop a debit payment may be directed to us or your financial institution.

4.3 You may also cancel your direct debit request at any time by giving us thirty (30) days' notice in writing before the next debit day. All requests to cancel your direct debit request may be directed to us or your financial institution.

5. Your Obligations

5.1 It is your responsibility to ensure that there are sufficient clear funds available in your account on a debit day to allow a debit payment to be made in accordance with the direct debit request.

5.2 If there are insufficient clear funds in your account to meet a debit payment:

- (a) you may be charged a fee and/or interest by your financial institution;
- (b) you may be charged a fee to reimburse us for fees or charges we have incurred for the failed transaction; and
- (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

5.3 You should check your account statement to verify that the amounts debited from your account are correct.

5.4 If we are liable to pay goods and services tax ("GST") on a supply made by us in connection with this agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

6. Dispute

6.1 If you believe that there has been an error in debiting your account, you should notify us directly by telephone on 1800 767 338 or by email to DCC-Customer-Care@globalblue.com. You should also confirm the details in writing with us as soon as possible so that we can resolve your query quickly.

6.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

6.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by proving you with reasons and any evidence for this finding.

6.4 Any queries you may have about an error made in debiting your account may also be directed to your financial institution, which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

7. Accounts

7.1 Please be aware that direct debiting may not be available on all accounts. You should check:

OFFER TO PROVIDE CARD AND ALTERNATIVE PAYMENT MERCHANT SERVICES

- (a) with your financial institution whether direct debiting is available from your account.
- (b) your account details which you have provided to us are correct by checking them against a recent account statement from your financial institution; and
- (c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

8. Confidentiality

8.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information. You may access any personal information we hold about you at any time by contacting us.

8.2 We will only disclose information that we have about you:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this agreement or if required by our sponsor in the direct debit system (including disclosing information in connection with any query, dispute or claim).

9. Notice

9.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Customer Care, Global Blue Payments (Australia) Pty Ltd, Exchange House, Suite 1, Level 11, 10 Bridge Street, Sydney, NSW 2000.

9.2 We will give you notice you by sending a notice in the ordinary post to your legal entity's address.

9.3 Any notice will be deemed to have been received two business days after it is posted.

OFFER TO PROVIDE CARD AND ALTERNATIVE PAYMENT MERCHANT SERVICES

ANNEX A

1
(legal name)
(trading as)
(of address)

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| <i>(city)</i> | | <i>(state)</i> | |
| <i>(post code)</i> | | | |

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(legal name)
(trading as)
(of address)

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| <i>(city)</i> | | <i>(state)</i> | |
| <i>(post code)</i> | | | |

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(legal name)
(trading as)
(of address)

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(legal name)
(trading as)
(of address)

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(legal name)
(trading as)
(of address)

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| <i>(city)</i> | | <i>(state)</i> | |
| <i>(post code)</i> | | | |

OFFER TO PROVIDE CARD AND ALTERNATIVE PAYMENT MERCHANT SERVICES

ANNEX A continued

6
(legal name)
(trading as)
(of address)

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| <i>(city)</i> | | <i>(state)</i> | |
| <i>(post code)</i> | | | |

7
(legal name)
(trading as)
(of address)

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| <i>(city)</i> | | <i>(state)</i> | |
| <i>(post code)</i> | | | |

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(legal name)
(trading as)
(of address)

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| <i>(city)</i> | | <i>(state)</i> | |
| <i>(post code)</i> | | | |

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(legal name)
(trading as)
(of address)

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| <i>(city)</i> | | <i>(state)</i> | |
| <i>(post code)</i> | | | |

10
(legal name)
(trading as)
(of address)

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| <i>(city)</i> | | <i>(state)</i> | |
| <i>(post code)</i> | | | |

OFFER TO PROVIDE CARD AND ALTERNATIVE PAYMENT MERCHANT SERVICES

ANNEX A continued

11
(legal name)
(trading as)
(of address)

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|--------------------|--|----------------|--|
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| <i>(city)</i> | | <i>(state)</i> | |
| <i>(post code)</i> | | | |

12
(legal name)
(trading as)
(of address)

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| <i>(city)</i> | | <i>(state)</i> | |
| <i>(post code)</i> | | | |

Merchant Agreement

How to use your EFTPOS merchant facility

Part 1 – Operating Guide

Part 2 – Terms and Conditions



Disclaimer

This document is the property of Global Blue Payments (Australia) Pty Ltd (**us, our, we**) and consists of the Merchant Operating Guide and the Standard Terms and Conditions (Part 1 and Part 2 of this document respectively). These, along with the Offer Letter (including the Schedule to the Offer Letter and the Direct Debit Authority) and the Operator's Manual constitute the merchant agreement (**Agreement**).

The information in this Agreement relating to our equipment, programs, products and services is to be treated as confidential information and is not to be used or disclosed except to the recipient's employees, officers, and agents or contractors engaged in evaluating the submitted information on a need-to-know basis, and who are subject to appropriate written undertakings consistent with these confidentiality and use restrictions.

1. Introduction

Thank you for choosing our Global Blue Merchant Facility. Please read this document carefully as it provides information about your Merchant Facility. If you have any questions, please contact us on 1800 767 338.

2. Who should read this document?

You should read this document if you have either a POS Terminal or e-Commerce based Merchant Facility with us and you intend to accept Credit Cards or Debit Cards as payment for goods and services.

3. What is explained in this document?

The first part of this Agreement in Part 1 is the Merchant Operating Guide. It should be read in conjunction with other documentation that we provide you with.

The Merchant Operating Guide describes how to use your Merchant Facility properly in order to obtain the benefits of the Merchant Facility and to comply with your obligations to us. You should read and understand the information in the Merchant Operating Guide and ensure that you provide all relevant training to any employees who will operate the Merchant Facility.

The second part of this Agreement in Part 2 is our Standard Terms and Conditions. You should read, understand and obtain independent legal advice in relation to the Standard Terms and Conditions as you are legally bound by them.

You agree to the terms of the Agreement when you sign the Offer Letter or perform your first Card Transaction and/or Alternative Payment Transaction (whichever occurs first).

Part 1 – Merchant Operating Guide

Words used in this Merchant Operating Guide which are defined in the Standard Terms and Conditions have the same meaning in this Merchant Operating Guide.

1. Using our Merchant Facility

Our Merchant Facility allows you to accept Credit Cards and Debit Cards and/or perform Alternative Payment Transactions for payment on approved POS Terminals and e-Commerce channels. To maintain the security and integrity of our system, you must use the Merchant Facility according to the instructions set out in this Merchant Operating Guide.

2. Getting started

2.1 Educate your employees

You must provide relevant training to your employees in relation to the Merchant Facility to take reasonable steps that they are familiar with operating the Merchant Facility. You should also consider which employees should have access to administration functions and refunds.

2.2 POS Terminal setup

- (a) You may only use our POS Terminal or POS Terminals approved by us. This includes the version of operating system and application software that resides within the POS Terminal.
- (b) We will contact you to arrange for delivery and/or installation of the POS Terminal at your premises. We may also provide you with spare Receipt rolls, a Manual Credit Card Imprinter and paper vouchers (for offline processing).

2.3 e-Commerce setup

You may only perform e-Commerce Transactions if approved by us. We will contact you to coordinate setting up your e-Commerce channel and to activate your e-Commerce Merchant Facility in accordance with our approved methods and processes.

2.4 Receipt roll orders

You may re-order POS Terminal Receipt rolls from us by calling 1800 767 338.

2.5 Training

- (a) We will provide you with training:
 - (i) via written training material; and/or
 - (ii) via phone or online.
- (b) You must ensure that you participate in all relevant training programs, and that you read any training material we provide.

2.6 Card processing

- (a) Our Merchant Facility provides the processing of:
 - (i) Visa, MasterCard, UnionPay, Discover/Diners Club and EFTPOS Cards and/or Alternative Payment Transactions on approved POS Terminals including the settlement of funds to your nominated bank account under this Agreement;
 - (ii) American Express and JCB Cards on approved POS Terminals and the forwarding of transaction information to the respective Card Issuer so that they may settle directly with you under your separate merchant agreement with them;
 - (iii) Visa, MasterCard, UnionPay and Discover/Diners Club Cards and/or Alternative Payment Transactions on our e-Commerce gateway including the settlement of funds to your nominated bank account under this Agreement; and
 - (iv) American Express on our eCommerce gateway and the forwarding of transaction information to the respective Card Issuer so that they may settle directly with you under your separate merchant agreement with them.
- (b) You must operate your Merchant Facility according to our instructions for each Credit Card Scheme, Debit Card Scheme and/or Alternative Payment Scheme respectively.
- (c) Credit Cards include Visa, MasterCard, UnionPay, American Express, Discover/Diners Club and JCB Cards. Debit Cards include EFTPOS Cards. Alternative Payment Schemes include but are not limited to AliPay and WeChat Pay.
- (d) You may perform Debit Card Transactions on approved POS Terminal via EFTPOS by selecting the cheque or savings account.

3. Using POS Terminals

3.1 POS Terminal failure

- (a) Contact us promptly, and in any case within 2 days, if the POS Terminal fails to work.
- (b) If the POS Terminal fails or is inoperable, you can continue to accept Card payments made using Visa or MasterCard Cards by using our down-time service.

3.2 Down-time processing in case of POS Terminal or System failure

- (a) If the communications pathway between us and the POS Terminal or our System is inoperable, you can still conduct transactions by using our down-time processing service by calling 1800 064 188.
- (b) You can use our down-time processing service for Visa and MasterCard Credit Card processing:
 - (i) to obtain a pre-authorisation only; or
 - (ii) to perform (and complete) a sale transaction.

We do not currently provide any down-time processing services for EFTPOS.

- (c) The pre-authorisation service should be used by merchants such as hotels or car rental agencies in place of the normal pre-authorisation function which would normally be used on the POS Terminal. Like on the POS Terminal, the pre-authorisation service does not result in a complete transaction. It only verifies that the Cardholder has sufficient funds at the time of the pre-authorisation.
- (d) The sale service allows you to perform a complete sale transaction via the down-time processing service. Once complete, you do not need to submit any vouchers to us for subsequent processing. Using the down-time processing service completes a sale transaction in full.
- (e) In both cases specified in clause 3.2(b), you should use the Manual Credit Card Imprinter to take a manual imprint of the Card and then manually record the approval code provided by the down-time processing service onto the imprint. You should retain the vouchers for at least 12 months and store them securely in the event we request evidence of the transaction to resolve any Cardholder and/or Consumer disputes.

3.3 **Dynamic Currency Conversion**

- (a) Dynamic Currency Conversion allows a Cardholder to be offered a choice to perform the Card Transaction in their preferred currency.
- (b) If we provide you with Dynamic Currency Conversion on your POS Terminal and/or we approve you to perform e-Commerce Dynamic Currency Conversion, you must do so in accordance with our training materials and other instructions provided by us to you from time to time.
- (c) You must ensure that you provide the Cardholder with an active choice to accept or decline the Dynamic Currency Conversion offer.

3.4 **Floor Limits**

- (a) A floor limit is an amount below which you do not need an authorisation for Credit Card Transactions (**Floor Limit**) from us. Your Floor Limit for EFTPOS Debit Card Transactions and Alternative Payment Transactions is always zero; that is, you may only ever perform EFTPOS Debit Card Transactions and Alternative Payment Transactions online when the POS Terminal and System are operating.
- (b) If we approve you for a non-zero Floor Limit in writing, you may perform manual Credit Card Transactions when the POS Terminal is inoperable or the System is unavailable up to the Floor Limit without obtaining an authorisation. You can then complete those transactions on the POS Terminal when the POS Terminal and System are operating in order that they be settled.
- (c) You must use the Manual Credit Card Imprinter to take a manual imprint of the Card and obtain the Cardholder's signature when performing approved Credit Card Transactions under the Floor Limit.
- (d) You are not eligible for a Floor Limit unless we approve you in writing. When the POS Terminal and System are operating normally, you must perform all Card Transactions via the POS Terminal online and obtain an approval authorisation code for every transaction during normal operation. Your POS Terminal automatically authorises every Card Transaction online.
- (e) If the POS Terminal or System is inoperable and you are not approved for a Floor Limit, you must use our down-time processing service to perform pre-authorisation or Credit Card Transactions, or wait until the POS Terminal and/or System operation is restored before performing Credit Card or EFTPOS Debit Card Transactions.

3.5 **Refunds**

- (a) Your POS Terminal may allow you to perform refund transactions using a security password. If so, you must keep this password confidential and not disclose or display your password to any third party.
- (b) Our down-time service does not currently permit the processing of refunds.
- (c) You must perform refunds to the same Card or Alternative Payment method that was used during the original sale. You must not provide a cash refund for an original sale performed using a Card or an Alternative Payment method.
- (d) An original sale transaction that was performed as a Dynamic Currency Conversion transaction must always be refunded in the foreign currency. Your POS Terminal will automatically display a Dynamic Currency Conversion offer during the refund transaction if the same Card is used. The exchange rate will be the prevailing rate at the time of the refund.
- (e) If the original sale was performed as a Dynamic Currency Conversion transaction then you should accept the offer and perform the refund as a Dynamic Currency Conversion transaction. This ensures that the Cardholder receives the refund in the foreign currency.
- (f) We will always debit you for the original amount in Australian dollars irrespective of whether the original sale (and subsequent refund) is performed as a Dynamic Currency Conversion transaction. The foreign exchange risk will be borne by us and the Cardholder or Consumer.

3.6 **Manual and MO/TO Transactions**

- (a) You may perform a Manual Transaction when the Cardholder is present using a Credit Card when the Credit Card magnetic stripe or chip fails to function. You must manually enter the Card details into the POS Terminal (or a "virtual terminal" if we provide one) if the POS Terminal and System is operating.
- (b) You may also perform a Manual Transaction when the Cardholder is present if the POS Terminal or System is inoperable by following the down-time procedure to perform and complete a sale.
- (c) You may perform a MO/TO Transaction when the Cardholder is not present by obtaining an authorisation from the Cardholder and manually entering the Card details into the POS Terminal if the POS Terminal and System is operating (or a "virtual terminal" if we provide one).

4. Using e-Commerce

4.1 Credit Card, Debit Card and/or Alternative Payment Transactions

Our e-Commerce Merchant Facility supports the processing of Visa, MasterCard, American Express and Discover/Diners Club Credit Card Transactions if we have given you permission. It does not support the processing of EFTPOS Debit Card Transactions or other Credit Card Transactions. It also supports Alternative Payment Transactions if we have given you permission.

4.2 Zero Floor Limit

All e-Commerce Transactions have a zero Floor Limit; that is, you must obtain online authorisation for every e-Commerce Transaction. Even if you employ a third party to develop your integration, you are still responsible to us for ensuring that you authorise every e-Commerce Transaction.

4.3 Integration

You must integrate your website shopping cart to our e-Commerce payment gateway using methods and procedures approved by us. We will provide you with written instructions during the implementation phase.

4.4 Refunds

- (a) Our e-Commerce gateway allows you to perform refund transactions using a security password. You must keep this password confidential and not disclose or display your password to any third party.
- (b) You must perform refunds via the e-Commerce gateway as an administrator or via the Application Programming Interface (**API**).
- (c) You must perform refunds to the same Card or Alternative Payment method that was used during the original sale. Our e-Commerce gateway enforces this. If a refund must be performed and the Card used during the original sale is not available, then you must use an alternative payment method to refund the shopper.
- (d) An original sale transaction that was performed as a Dynamic Currency Conversion transaction will always be refunded in the foreign currency. Our e-Commerce gateway enforces that the refund exchange rate will be the prevailing rate at the time of the original sale or the rate of the original sale transaction. We will determine this at our sole discretion acting reasonably.
- (e) We will always debit you for the original amount in Australian dollars irrespective of whether the original sale (and subsequent refund) is performed as a Dynamic Currency Conversion transaction. The foreign exchange risk will be borne by the Cardholder and us.

5. Security

5.1 Equipment

- (a) You must keep your POS Terminal, vouchers and any other equipment we provide adequately and properly secure at all times.
- (b) You must ensure that POS Terminals are properly secure at all times by:
 - (i) keeping POS Terminals and Manual Credit Card Imprinters in a secure location whether in use or storage;
 - (ii) not leaving POS Terminals unattended;
 - (iii) ensuring that the POS Terminal vicinity is free of hidden cameras or Card skimming devices; and
 - (iv) revealing POS Terminal passwords only to those employees who need to know and ensure that they keep them secret.
- (c) You must contact us promptly, and in any case within 2 days, on 1800 767 338 if you believe any POS Terminals, vouchers or other equipment we provide have been tampered with, used without your authorisation or used in breach of the terms and conditions of this Agreement.

5.2 Card, Cardholder and Consumer data

Card, Cardholder and Consumer data are highly confidential. You may need to store Card, Cardholder and/or Consumer data for business or legal reasons. To keep that information safe, you must do the following:

- (a) use our equipment or integrate to our e-Commerce payment gateway in accordance with our reasonable instructions;
- (b) comply with any Card data and/or Alternative Payment data security standards that we advise you from time to time (including the relevant merchant standards documented at www.pcisecuritystandard.org);
- (c) ensure that confidential Card, Cardholder or Consumer information is only disclosed to your employees who are authorised as part of their job requirements;
- (d) store your Receipts and manual vouchers for at least 12 months in case we require evidence to resolve any Cardholder and/or Consumer disputes;
- (e) store any Card, Cardholder or Consumer data in all formats that you need securely and only permit authorised access;
- (f) when you no longer need stored Card, Cardholder or Consumer data for business or legal reasons, you will destroy the data. You must ensure that the data is rendered unreadable and unrecoverable;
- (g) never ask a Cardholder for their PIN;
- (h) never store the Card Verification Value printed on the front or back of the Card or the Cardholder's PIN;
- (i) never store the track data encoded onto the magnetic stripe or chip of a Card; and
- (j) never use a Card number for a purpose other than a Card Transaction.

5.3 **Minimising fraud when the Cardholder is present**

You can perform Card Transactions while the Cardholder is present using the POS Terminal electronically, using the POS Terminal manually or using the down-time processing service. To minimise fraudulent Card Transactions, you must comply with the following:

- (a) never accept a Card if:
 - (i) the expiry date has passed;
 - (ii) the Card has been visibly tampered with or altered;
 - (iii) the signature panel has been visibly tampered with or altered;
 - (iv) the Cardholder's signature is absent or does not match the signature on the back of the Card;
 - (v) the Card number embossed or printed on the front of the Card does not match the Card number printed on the POS Terminal receipt;
 - (vi) in the case of a Visa or MasterCard Card, the Visa or MasterCard Card hologram is missing or appears to be forged;
 - (vii) where a UnionPay Card has a hologram, the hologram appears to be forged;
 - (viii) where a Discover/Diners Club Card has a hologram, the hologram appears to be forged;
 - (ix) where a Card has a photo, the photo does not appear to match the Cardholder's identity;
 - (x) in the case of a Visa Card or UnionPay Card, the printed 4 digits underneath the first 4 digits of the embossed Card number do not match that embossed Card number; and/or
 - (xi) in the case of a MasterCard Card, the first 4 printed digits on the signature panel on the back of the Card do not match the last 4 digits of the embossed Card number on the front of the Card;
- (b) if a Credit Card cannot be read by the POS Terminal, you may manually enter the Credit Card number if you take a manual imprint of the Credit Card and have the Cardholder sign the voucher at the same time;
- (c) if the Cardholder is acting suspiciously, check that the name on the Card matches the Cardholder's driver's licence or other form of identification; and
- (d) do not process a Card Transaction for a third party.

5.4 **Minimising fraud when the Cardholder and/or Consumer is absent**

You can perform Credit Card Transactions or Alternative Payment Transactions while the Cardholder or Consumer is absent using the POS Terminal manually (in the case of Credit Card Transactions) or as an e-Commerce Transaction (in the case of both Credit Card Transactions and Alternative Payment Transactions). To minimise fraudulent Credit Card Transactions and/or Alternative Payment Transactions, you must comply with the following:

- (a) capture the Card Verification Value and submit it with the online authorisation;
- (b) obtain and securely record the Cardholder's and/or Consumer's full name, home address, phone number and email address as part of your transaction process; and
- (c) where we instruct you, use "Verified by Visa", "MasterCard SecureCode", "American Express Safekey" and/or Discover/Diners Club "ProtectBuy" 2-factor authentication for e-Commerce Transactions.

5.5 **Lost, stolen or counterfeit Cards**

You must not process a Card Transaction if we advise you or you know that the Card is lost, stolen or counterfeit.

6. **Cardholder disputes**

6.1 **Card Scheme Rules**

The Credit Card Scheme and/or Alternative Payment Scheme allows the Cardholder and/or Consumer and issuing Bank and/or Alternative Payment Issuer to dispute a Card Transaction. We must respond to any dispute raised by investigating and providing evidence to the relevant Credit Card Scheme and/or Alternative Payment Scheme that you conducted the Card Transaction and/or Alternative Payment Transaction legitimately. A dispute is commonly called a Charge Back.

6.2 **Common reasons for Cardholder or Consumer disputes**

Examples of common reasons for Charge Backs are:

- (a) the Cardholder or Consumer receives goods that are different to the goods' description at the point of sale, or never receives the goods;
- (b) the Cardholder or Consumer receives evidence of a Card Transaction or Alternative Payment Transaction that they never authorised, for the wrong amount or more than once for the same item;
- (c) the Cardholder or Consumer doesn't recognise the Card Transaction or Alternative Payment Transaction because the item description is confusing or the merchant's name isn't recognised;
- (d) the Cardholder or Consumer disagrees with you about a refund; or
- (e) the Cardholder or Consumer has forgotten that they authorised the Card Transaction or Alternative Payment Transaction.

6.3 **Resolution process**

Any disputes will be resolved as follows:

- (a) the Cardholder or Consumer will first raise a dispute with their Card Issuer or Alternative Payment Issuer and will typically request documentation from us to evidence the Card Transaction or Alternative Payment Transaction. Once a dispute is raised, it is your responsibility to prove that the Card Transaction or Alternative Payment Transaction was legitimate;
- (b) we will ask you in writing to provide us with relevant documentation. You must provide the information within the timeframe specified;
- (c) we will submit the evidence to the Credit Card Scheme or Alternative Payment Scheme and negotiate the outcome with the Credit Card Scheme or Alternative Payment Scheme and the Card Issuer or Alternative Payment Issuer;
- (d) if the Credit Card Scheme or Alternative Payment Scheme determines that the Cardholder's or Consumer's dispute is valid, then we may debit or Charge Back to you the disputed amount plus an additional administration fee; and
- (e) if the Credit Card Scheme or Alternative Payment Scheme determines that the dispute is invalid, then the Cardholder or Consumer must pay for the Card Transaction or Alternative Payment Transaction and the dispute is resolved.

6.4 **Minimising disputes**

You can minimise the risk of receiving a dispute as follows:

- (a) include your business trading name, address, website URL, email address and phone number accurately on your invoice and other relevant paperwork that you provide to the Cardholder or Consumer;
- (b) advise us of your trading name on your application form so that the Cardholder or Consumer recognises you when the Card Transaction or Alternative Payment Transaction is reported on their merchant statement;
- (c) inform the Cardholder or Consumer of delivery details accurately as well as your return and cancellation policy; and
- (d) allow the Cardholder or Consumer to readily cancel direct debit or recurring payment arrangements.

7. **Compliance**

7.1 **Card Scheme Rules or Alternative Payment Scheme Rules and laws**

- (a) You must comply with all Card Scheme Rules or Alternative Payment Scheme Rules as updated from time to time.
- (b) You must comply with all relevant Australian and international laws and not breach these terms when using your Merchant Facility. You must not perform Card Transactions and/or Alternative Payment Transactions associated with any illegal activity.
- (c) If you do not comply with this clause 7, we may do any or all of the following:
 - (i) require you to reimburse us for any fines or penalties that we incur as a result of your non-compliance or breach of law;
 - (ii) terminate this Agreement; and/or
 - (iii) register you with the Credit Card Scheme and/or Alternative Payment Scheme as an offender. This may prevent you from obtaining a Merchant Facility in future.

Part 2 – Standard Terms and Conditions

1. Definitions and Interpretation

1.1 The following definitions apply to this Agreement:

Alternative Payment means a non-cash payment that does not involve a Credit Card or Debit Card.

Alternative Payment Administrator means the administrator of any Alternative Payment Scheme including the specification and enforcement of Alternative Payment Scheme Rules.

Alternative Payment Issuer means the issuer of any Alternative Payment product including but not limited to AliPay and WeChat Pay.

Alternative Payment Scheme means the policies and systems of an Alternative Payment Administrator which enable Alternative Payment to be used for payment for goods and services.

Alternative Payment Scheme Rules means the rules, regulations, by laws, operations manuals and agreements of an Alternative Payment Scheme which govern the issue and use of a particular type of Alternative Payment and membership of the relevant Alternative Payment Scheme, including any Charge Back provisions.

Alternative Payment Transaction means a transaction where an Alternative Payment is used to pay for goods and services via a POS Terminal, the internet, mobile application system or any other acceptance delivery channel.

Acquiring Services means the transaction processing and settlement services provided by the Bank with respect to Card Transactions and/or by us with respect to Alternative Payments.

Adjustment Note has the meaning given in the GST Act.

Agreement means these Standard Terms and Conditions, the Offer Letter (including the Schedule to the Offer Letter), the Merchant Operating Guide and the Operator's Manual.

Authorisation means the process in which you obtain an authority from us to accept payment for goods or services by a Card and/or Alternative Payment and **Authorised** has a corresponding meaning.

Authorised Financial Institution means any bank, building society, credit union or any other financial institution approved by us and the Bank with whom you hold an account or who issues a Card to a Cardholder or both.

Authorised Floor Limit means the value above which an authorisation must be obtained for a Card Transaction.

Bank means, where applicable:

- (a) Cuscal Limited ABN 95 087 822 455 (only in relation to the processing of Visa, MasterCard and EFTPOS Card Transactions);
- (b) Global Blue Payments (Australia) Pty Ltd ACN 127 747 586; or
- (c) a New Acquirer.

Bureau means any payment gateway operated by a third party that you use to transmit information between us in accordance with this Agreement.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in a relevant State or Territory.

Card means a Credit Card or a Debit Card.

Cardholder means a person to whom a Card has been issued or a person authorised by such person to use that Card.

Card Issuer means the issuer of any Card or Other Card, as the case may be.

Card Scheme Rules means the rules, regulations, by laws, operations manuals and agreements which govern the issue and use of a particular type of Credit Card and membership of the relevant Credit Card Scheme, including any Charge Back provisions.

Card Transaction means a Credit Card Transaction or a Debit Card Transaction.

Card Verification Value means the security number embossed or printed on a Card, used for e-Commerce Transactions or MO/TO Transactions.

Cash-out Transaction means a Debit Card Transaction using a POS Terminal to withdraw cash from the Cardholder's account.

Charge Back means the reversal of a Card Transaction or Alternative Payment Transaction by debiting your account and the credit of funds to the Bank, the Card Issuer, the Cardholder's account, the Alternative Payment Issuer, the Alternative Payment wallet or the Consumer's account as determined by us.

Consumer means a person to whom an Alternative Payment wallet and/or account has been issued or a person authorised by such person to use the Alternative Payment wallet and/or account.

Credit Card means a card that is recognised through one of the Credit Card Schemes including cards linked to credit, debit or pre-paid facilities.

Credit Card Scheme means the policies and systems which enable a Credit Card to be used for payment for goods and services.

Credit Card Transaction means a transaction where a Credit Card is used to pay for goods and services via the internet, mobile application system or any other acceptance delivery channel (and may include Dynamic Currency Conversion and multi-currency processing, where either of your advertised sale currency, the transaction authorisation currency or your currency of settlement is different).

Credit Sales Receipt means a receipt produced by a POS Terminal which a Cardholder signs to authorise a Credit Card Transaction.

Credit Sales Voucher means a voucher (provided by us) for you to use to authorise a Manual Transaction.

Customer Care means the support and help desk services that we provide you in relation to your queries.

Debit Card means a card whose use at point of sale accesses the Cardholder's cheque or savings account facility.

Debit Card Scheme means the policies and systems which enable a Debit Card to be used for payment for goods and services.

Debit Card Transaction means a transaction performed using a Debit Card.

Direct Debit Authority means the direct debit authority you give us and the Bank (contained in the Offer Letter in the form of a Direct Debit Request and Direct Debit Service Agreement).

Debit Sales Receipt means a receipt produced by a POS Terminal to evidence a Debit Card Transaction.

Dynamic Currency Conversion means the functionality that enables a card user in a Credit Card Scheme (including a Visa or MasterCard transaction) to select whether to complete a Credit Card Transaction using an offered value, in an alternative currency to the originating amount and currency.

e-Commerce Authorisation means our written authority allowing you to accept Cards and/or Alternative Payments for e-Commerce Transactions.

e-Commerce Transaction means Card Transactions performed by a Cardholder and/or Alternative Payment Transactions performed by a Consumer with a merchant over the internet or other electronic network.

EFTPOS means the national debit card payment system operated by eftpos Payments Australia Ltd ABN 37 136 180 366.

Electronic Funds Transfer means any transfer of funds processed under this Agreement which is authorised by one of the following means:

- (a) a Cardholder using a PIN;
- (b) a Cardholder signing a Credit Sales Receipt, Credit Sales Voucher or a Receipt;
- (c) a Consumer using their Alternative Payment wallet or equivalent system; or
- (d) where we and the Bank have given you prior consent, a Cardholder providing you the relevant Card details by mail, facsimile, telephone or electronic means and you entering those details electronically through a POS Terminal, computer, software application, web application or other electronic means so as to order, instruct, or authorise us or the Bank to debit or credit an account, and includes an e-Commerce Transaction.

Expert means an independent person of appropriate reputation, standing and relevant experience in relation to the subject matter of the dispute, who has no direct or indirect personal connection with either Party (or their respective Related Bodies Corporate) or direct or indirect interest in the outcome of the dispute.

Floor Limit is defined in clause 3.4(a) of the Merchant Operating Guide.

GST has the meaning given in the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Invalid Transaction has the meaning defined in clause 6.2.

Law means the provisions of any present or future:

- (a) statute, rule, regulation, proclamation, ordinance, by-law, whether State, Federal or otherwise;
- (b) applicable statement of industry standards, guidelines, policy statement or directive of any association, body or organisation (including the Australian Prudential Regulatory Authority or the Australian Payments Clearing Association); or
- (c) any relevant code of practice (including the Code of Banking Practice and the Electronic Funds Transfer Code).

Loss means any and all loss, costs, expenses, damages, claims, demands, proceedings, judgments and expenses of any nature whatsoever, however caused and whether actual or contingent, direct, indirect, incidental, special or consequential and including fines payable by us or the Bank under the Card Scheme Rules and/or Alternative Payment Scheme Rules.

Mail, Facsimile and Telephone Order Authorisation or **MO/TO Authorisation** means our written authority for you to accept payment for a MO/TO Transaction.

Mail, Facsimile and Telephone Order Transaction or **MO/TO Transaction** means a Credit Card Transaction for goods or services ordered via mail, fax or telephone.

Manual Authorisation Number means the number obtained from Customer Care in a Manual Transaction.

Manual Credit Card Imprinter means a manual imprinter that we (or our approved supplier) supply to you for use in Manual Transactions.

Manual Transaction means a Credit Card Transaction performed in accordance with clause 2.5.

Merchant Facility means all the services provided by us and the Bank under this Agreement, including the Acquiring Services.

Merchant Operating Guide means the merchant operating guide specified in Part 1 of this Agreement.

Mobile Terminal means a portable POS Terminal that is not fixed to your premises.

Monthly Merchant Statement has the meaning defined in clause 13.1(c).

New Acquirer has the meaning defined in clause 25.1(a).

PCIDSS means the Payment Card Industry Data Security Standards issued by the Payment Card Industry Security Standards Council, which are found at <https://www.pcisecuritystandards.org/> and as updated from time to time.

PIN means personal identification number.

POS Terminal means one or more electronic devices through which a Cardholder may initiate an Electronic Funds Transfer or a Card Transaction and/or a Consumer may initiate an Alternative Payment Transaction.

Offer Letter means our and the Bank's letter of offer to you for the provision of the services under this Agreement (entitled Offer To Provide Eftpos Card Merchant Services).

Operator's Manual means any manual we give you relating to the use of a POS Terminal as may be amended and re-issued from time to time.

Other Card is defined in clause 7.1.

Receipt means a receipt produced by a POS Terminal.

Recipient Created Tax Invoice has the meaning given in the GST Act.

Review means a review of this Agreement conducted pursuant to clause 24.

Schedule means the schedule to the Offer Letter.

Supply has the meaning given in the GST Act.

Switching Services means the electronic transaction switching services we provide in respect of Card Transactions and/or Alternative Payment Transactions.

System means the hardware and software through which we and the Bank provide electronic banking and other services to you in accordance with this Agreement.

Tax Invoice has the meaning given in the GST Act.

Taxable Supply has the meaning given in the GST Act.

we, our or us means Global Blue Payments (Australia) Pty Ltd ACN 127 747 586.

you or your means the entity or persons named in the Offer Letter.

1.2 Unless expressed to the contrary:

- (a) words importing the singular include the plural and vice versa; and
- (b) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes its legal personal representatives, successors and assigns;
 - (iii) a statute, ordinance, code or other Law, includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (iv) a right includes a benefit, remedy, discretion, authority or power; and
 - (v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation.

1.3 For the purposes of this Agreement, an act or omission of your employee, contractor or agent will be taken to be your act or omission.

1.4 Headings do not affect the interpretation of this Agreement.

1.5 Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

1.6 In the case of inconsistency between provisions of any of the documents referred to in this Agreement, the provisions of the document which is listed highest in the list set out below take precedence:

- (a) the Offer Letter (including the Schedule);
- (b) these Standard Terms and Conditions;
- (c) the Merchant Operating Guide; and
- (d) the Operator's Manual.

2. Your Obligations

2.1 General

You agree:

- (a) to comply with:
 - (i) the terms and conditions of this Agreement;
 - (ii) any applicable Card Scheme Rules and Alternative Payment Scheme Rules; and
 - (iii) all applicable Laws,in performing your obligations under this Agreement;
- (b) to pay all relevant fees in accordance with this Agreement it being noted that fees will change from time to time and will most certainly change following the date of this Agreement – the latest fees will always be set out in the Monthly Merchant Statement sent to you. To the extent of any inconsistency between the fees set out in this Agreement and the Monthly Merchant Statement, you agree, subject to clause 34, to be bound by and pay the fees as set out in the Monthly Merchant Statement;
- (c) not to make any warranty or representation whatsoever in relation to any goods or services that you supply which may bind us or the Bank or imply that a Credit Card Scheme or Alternative Payment Scheme endorses such goods or services;

- (d) as reasonably requested by us, to display prominently at your premises and anywhere you conduct your trade (including any websites) any decals, trade marks, logos or insignia supplied by us to you relating to the POS Terminals and e-Commerce Channels and to cease or vary such use upon our request;
- (e) not to use any advertising or promotional material in relation to the System or a Card or an Alternative Payment except as authorised by us or the Bank;
- (f) to provide us or the Bank with any reasonable information, records and assistance (which may include providing access to your premises) that we or the Bank require to assist us or the Bank in performing our or the Bank's obligations under this Agreement;
- (g) to keep the Direct Debit Authority valid and effective for the term of this Agreement;
- (h) to retain for a period of not less than 12 months all relevant documentation (including Receipts) in relation to your compliance with the terms and conditions of this Agreement;
- (i) to notify us promptly, and in any case within 2 days, if your financial position changes to the extent that it may affect your ability to comply with the terms of this Agreement;
- (j) that you must not, without written notice to us:
 - (i) change your place of business or conduct your business from any other premises; or
 - (ii) substantially change the goods and services that you offer or change your business name;
- (k) to provide sufficient training to your employees to ensure you meet your obligations under this Agreement;
- (l) to implement and maintain appropriate fraud prevention procedures to comply with your obligations under this Agreement and any other relevant information or material we provide you from time to time;
- (m) that in connection with the Acquiring Services provided under this Agreement, we, the Bank, the Credit Card Schemes and/or the Alternative Payment Schemes may inspect and investigate your premises for the purpose of complying with the requirements of the Credit Card Schemes and/or the Alternative Payment Schemes and you must cooperate fully with any such investigation or onsite review; and
- (n) to provide us at least 7 days' written notice prior to undergoing a change of control (as defined in the *Corporations Act 2001* (Cth)).

2.2 Obligations to Cardholders and Consumers

You agree:

- (a) to honour all valid Card Transactions and/or Alternative Payment Transactions by supplying goods and services to the Cardholder and/or Consumer;
- (b) to only process Card Transactions and/or Alternative Payment Transactions for the goods and/or services that are supplied directly by you (and not supplied on behalf of any third party suppliers);
- (c) to establish and conduct a fair policy for:
 - (i) the exchange or return of merchandise;
 - (ii) refunds in respect of the supply of services;
 - (iii) all Card Transactions disputed by the Cardholder and/or all Alternative Payment Transactions disputed by the Consumer; and
 - (iv) issuing and processing Receipts in respect of each accepted return of merchandise or each order accepted by you but not authorised by the Cardholder and/or Consumer;
- (d) to not accept a Credit Card in a Credit Card Transaction or an Alternative Payment for the purpose of providing cash to a Cardholder or a Consumer without our prior written consent;
- (e) in respect of a Debit Card Transaction, to not charge a fee to a Cardholder for the provision of cash;
- (f) to inform the Cardholder and/or Consumer:
 - (i) of your identity at all points of your interaction with the Cardholder and/or Consumer (including interaction which is not face to face) so that the Cardholder and/or Consumer can easily distinguish you from a third party; and
 - (ii) that you are solely responsible for the Card Transaction and/or Alternative Payment Transaction and will handle all enquiries and/or disputes in relation to that Card Transaction and/or Alternative Payment Transaction;
- (g) to not refuse to complete a Card Transaction and/or Alternative Payment Transaction for the sole reason that a Cardholder and/or Consumer does not provide identification information in circumstances where we do not require it; and
- (h) that, if we have notified you that you can offer Cardholders and/or Consumers an instalment option, you must:
 - (i) disclose to the Cardholder and/or Consumer in writing whether the instalment terms limit the goods or services that the Cardholder and/or Consumer may purchase. The disclosure must also include the shipping and handling charges and any applicable tax;
 - (ii) inform a Cardholder and/or Consumer not billed in the transaction currency, that each instalment amount may vary due to currency conversion rate fluctuations;
 - (iii) ensure that the sum of the instalment transaction does not exceed the total price of the goods or services;
 - (iv) obtain authorisation for all instalment transactions; and

- (v) not add any charges to the instalment transaction.

2.3 Surcharges

You agree that:

- (a) we do not restrict you from charging a fee or surcharge where goods and services are paid with a Card or an Alternative Payment, to the extent permitted by local law and regulations;
- (b) if you charge a surcharge for a Card Transaction or Alternative Payment Transaction, you must ensure that the Cardholder or Consumer is aware of this surcharge before completing the Card Transaction or Alternative Payment Transaction;
- (c) you must prominently disclose your surcharge rate or amount to the Cardholder or Consumer at the point of sale or on your website;
- (d) if your surcharge is based on a particular classification of a Card and/or Alternative Payment, this may not be the same classification on which we charge you fees as the Card Issuers, Alternative Payment Issuers, Card Schemes and/or Alternative Payment Schemes may change such classification from time to time;
- (e) you must provide Cardholders and/or Consumers the ability to refuse the purchase without penalty if they do not wish to pay a surcharge; and
- (f) you must provide Cardholders and/or Consumers a refund of the surcharge if the purchased amount is refunded.

2.4 Down-time Transactions

If the POS Terminal fails to operate or the System is down, you must comply with the procedure outlined in clause 3.2 of the Merchant Operating Guide when processing a Credit Card Transaction and/or Alternative Payment Transaction.

2.5 Manual Transactions

For all Credit Card Transactions, if part of the Credit Card (including the magnetic stripe or chip) fails to function, or where the Cardholder is not present at the Credit Card Transaction, you must comply with the procedure below:

- (a) If the Cardholder is present and the POS Terminal and System are operating, you must manually key the details into the POS Terminal, or a "virtual terminal" if we provide one.
- (b) If the Cardholder is present and the POS Terminal or System is inoperable, you must:
 - (i) following the down-time procedure to perform and complete a sale set out in the Merchant Operating Guide:
 - (A) call Customer Care for authorisation and if the Manual Transaction is authorised, obtain a Manual Authorisation Number; or
 - (B) if the Manual Transaction is not authorised, cancel the Manual Transaction;
 - (ii) check the Credit Card's security details;
 - (iii) use the Manual Credit Card Imprinter to take an imprint of the Credit Card on a Credit Sales Voucher;
 - (iv) have the Cardholder properly sign the Credit Sales Voucher;
 - (v) verify the Cardholder's signature on the Credit Sales Voucher;
 - (vi) check the Cardholder's identification with an alternative form of identification, such as a driver's licence, that contains the Cardholder's signature;
 - (vii) immediately record the Manual Authorisation Number on the Credit Sales Voucher; and
 - (viii) retain the Credit Sales Voucher as a record of the Manual Transaction. If a customer disputes a Credit Card Transaction which has been processed as a Manual Transaction, and you are unable to provide us with a signed copy of the Credit Sales Voucher within 14 days of our request, you may be held liable for the Credit Card Transaction and we may Charge Back the Credit Card Transaction at our sole discretion.
- (c) If the Cardholder is not present and you are approved to perform a MO/TO Transaction, you must:
 - (i) obtain a form from the Cardholder that contains the Credit Card details or take such Credit Card details over the phone or electronically; and
 - (ii) manually key the details into the POS Terminal, or a "virtual terminal" if we provide one.
- (d) If all relevant procedures and requirements set out above are satisfied, you must supply all goods and services to the Cardholder in respect of that Manual Transaction.
- (e) You must only use the Manual Credit Card Imprinter and Credit Sales Vouchers in accordance with the terms of this Agreement. Without limiting this obligation, you acknowledge and agree that you will:
 - (i) only use the Manual Credit Card Imprinter and Credit Sales Vouchers for the purpose of undertaking Manual Transactions in accordance with this Agreement; and
 - (ii) keep the Manual Credit Card Imprinter and Credit Sales Vouchers securely stored, accessible only by your employees and contractors who are authorised to use these items and comply with any reasonable security requirements we may require.

2.6 Transaction Scrutiny

You must:

- (a) use the POS Terminal in accordance with the Operator's Manual and the Merchant Operating Guide;
- (b) for Card Transactions (apart from MO/TO Transactions and e-Commerce Transactions):

- (i) if possible, either insert a Card with a chip into the POS Terminal or swipe the magnetic stripe on the Card into the POS Terminal;
 - (ii) if the POS Terminal can process contactless Card Transactions, ensure that the POS Terminal has properly read the Card after the Cardholder has presented the Card for a contactless read;
 - (iii) verify the Cardholder's signature on the Card and the Receipt;
 - (iv) check the identity of the Cardholder with any photo on the Card;
 - (v) only process Card Transactions if the Card number printed on the Receipt matches the number embossed on the Card; and
 - (vi) give the Cardholder the Receipt once the Card Transaction has been completed;
- (c) verify the validity of Cards by reference to their commencement and expiry dates; and
- (d) if we or the Bank are required under the Card Scheme Rules and/or Alternative Payment Scheme Rules or any applicable Laws, display such notices relating to any service provided under this Agreement (including the disclosure of fees or charges by any party, including your own fees or charges), and in the number, size, location and manner reasonably stipulated by us or the Bank.

2.7 POS Terminals Supplied by us

Where POS Terminals are supplied by us, you agree:

- (a) that, unless we specify otherwise, you are responsible for:
 - (i) the cost of installing and maintaining the POS Terminal as specified in clause 13.2;
 - (ii) all risk in the POS Terminal, including any loss or damage to the POS Terminal; and
 - (iii) ensuring that you have adequate security measures in place so that the POS Terminal is protected against loss, theft, unauthorised access or use or misuse;
- (b) to notify us promptly, and in any case within 2 days, if:
 - (i) a POS Terminal is malfunctioning by calling Customer Care so that the fault can be logged; or
 - (ii) the POS Terminal has been stolen, damaged or otherwise misused;
- (c) to use the POS Terminal in accordance with the Merchant Operating Guide and Operator's Manual;
- (d) that any POS Terminals we supply to you remains our property (or the property of our suppliers), and you must not or attempt to sell, assign or in any way encumber the POS Terminals;
- (e) that you will not fix or annex any POS Terminal supplied by us to your premises so that it becomes a fixture;
- (f) that you are entitled to use the POS Terminal without disturbance, subject to you meeting your obligations under this Agreement;
- (g) that you must not move the POS Terminal (other than a Mobile Terminal), to a new position or otherwise part with possession of any POS Terminal without our consent;
- (h) to keep the POS Terminal in good and proper working condition, fair wear and tear excepted; and
- (i) that we or our authorised contractors will repair damage to the POS Terminal in the circumstances described in clause 13.2(d) and we may, at our sole discretion where reasonably required, replace the POS Terminal at any time with a functional equivalent replacement.

2.8 Exclusivity

During the term of this Agreement, you must not, without our prior written consent:

- (a) permit a third party to supply the Switching Services or Dynamic Currency Conversion;
- (b) permit a party other than the Bank and/or us to supply the Acquiring Services; or
- (c) otherwise acquire services the same as or similar to the Switching Services, Dynamic Currency Conversion or the Acquiring Services from another provider of these services.

2.9 Dynamic Currency Conversion

- (a) Before processing a Credit Card Transaction using Dynamic Currency Conversion, you must inform the Cardholder that:
 - (i) the Cardholder has a choice of a range of currencies in which a Credit Card Transaction may be processed and use of Dynamic Currency Conversion is optional; and
 - (ii) if the Cardholder selects a currency, that choice is final once the Cardholder completes the purchase in that currency (subject to the right to reverse the transaction).
- (b) We will ensure that any Credit Sales Voucher issued via Switching Services with Dynamic Currency Conversion will contain the following information:
 - (i) Credit Card Transaction or Alternative Payment Transaction date;
 - (ii) the local currency price of the Credit Card Transaction or Alternative Payment Transaction, including the local currency symbol;
 - (iii) the Credit Card Transaction or Alternative Payment Transaction amount in the currency selected by the Cardholder or Consumer (**Transaction Currency**), including the Transaction Currency symbol;
 - (iv) any disclosure notices as agreed between us and the Bank, or set by us;
 - (v) the exchange rate used to calculate the amount of the Credit Card Transaction in the Transaction Currency; and

(vi) any applicable currency conversion fee or commissions that we or the Bank are obliged to disclose under applicable Laws, Card Scheme Rules or Alternative Payment Scheme Rules.

(c) We will notify you from time to time of the currencies offered by us.

3. Authorisation

3.1 You agree that only Card Transactions over the Authorised Floor Limit and all Alternative Payment Transactions can be authorised.

3.2 You must not split a single Card Transaction so that the value of that Card Transaction is less than the Authorised Floor Limit.

3.3 You must not conduct any Card Transaction or Alternative Payment Transaction without authorisation:

- (a) in the case of a Credit Card Transaction with a Visa Credit Card, where the printed 4 digits near the embossed account number on the Card do not match the first 4 digits of that embossed account number;
- (b) in the case of a Credit Card Transaction with a MasterCard Credit Card, where the first 4 digits printed on the signature panel on the reverse of the Card do not match the last 4 digits of the embossed account number on the face of the Card;
- (c) for any Card that we have told you that we will not accept; or
- (d) when authorisation is required for MO/TO Transactions or e-Commerce Transactions.

3.4 If you process a Card Transaction which is contactless, you acknowledge that such Card Transactions will be subject to the following limits:

- (a) a monetary limit as notified by us to you; and
- (b) an accumulated contactless limit that allows a maximum amount of small value Card Transactions to be conducted without immediate authorisation.

If any of the above limits are reached, you must obtain our Authorisation and must not override these limits.

3.5 If you have obtained our authorisation for any Card Transaction that has not yet been processed (**Pre-Authorisation**), you can cancel such Pre-Authorisation subject to any time limits set by the Bank, if:

- (a) the Card Transaction has not been processed; and
- (b) the Card used for the cancellation is the same Card for which Pre-Authorisation was obtained.

4. Prohibited Transactions and Activities

4.1 You must not:

- (a) conduct a Credit Card Transaction that is for payment of the whole or part of any debt or by way of refinancing a debt;
- (b) conduct a Credit Card Transaction that is for the payment of an amount that was previously paid by a cheque which was later dishonoured;
- (c) disclose the Authorised Floor Limit to any person who is not your principal, officer or employee, and you must ensure that such personnel do not disclose the Authorised Floor Limit to any third party;
- (d) allow a customer to conduct a Credit Card Transaction where the consideration for the goods or services that you supply is payable by 2 or more Card Transactions occurring at different times, without our consent;
- (e) conduct a Card Transaction or Alternative Payment Transaction for any transaction which is illegal or for the purchase of products or services which are illegal;
- (f) process a refund for a Card Transaction or an Alternative Payment Transaction if it is not a genuine refund of a previous Card Transaction or Alternative Payment Transaction. Any refunds must be processed in full and must only be processed to the Card or Alternative Payment that was used in the original Card Transaction or Alternative Payment Transaction;
- (g) process a refund to transfer funds between your accounts;
- (h) without our consent, set a minimum or maximum amount for a Card Transaction or Alternative Payment Transaction; or
- (i) process Card Transactions or Alternative Payment Transactions that are easily converted to cash (i.e. a quasi-cash transaction) as a Cash-out Transaction.

4.2 We or the Bank may impose a minimum or maximum limit on the value of Debit Card Transactions.

5. Using a Bureau

5.1 If you use a Bureau to assist you in complying with your obligations under this Agreement, you must only use a Bureau:

- (a) that has been pre-approved by us; and
- (b) where a suitable transaction processing pathway has been approved by us, built, tested and is in commercial use.

5.2 You acknowledge and agree that:

- (a) you use a Bureau at your own risk and expense; and
- (b) we are not responsible for any Loss you suffer arising from or in connection with any act or failure to act by your Bureau in connection with a Card Transaction and/or Alternative Payment Transaction or the services we supply to you under this Agreement.

5.3 You acknowledge that we are entitled to rely on any information or instruction we receive from a Bureau regarding transactions performed under this Agreement and that you will be held responsible for such information or instructions.

5.4 We will not accept any transactions sent by a Bureau if the Bureau:

- (a) no longer operates; or
- (b) is no longer approved by us.

- 5.5 You acknowledge and agree that we will not be responsible for any ongoing costs that you incur in relation to a Bureau, including switching to a new Bureau.
- 6. Invalid Transactions**
- 6.1 We will not credit the amount of Invalid Transactions to your account. If we do so, we may Charge Back that credit against you, regardless of whether authorisation was given for the Card Transaction or not.
- 6.2 A Card Transaction and/or Alternative Payment Transaction will be an Invalid Transaction:
- (a) if it is prohibited under clause 4.1;
 - (b) if it is fraudulent or otherwise breaches any Law;
 - (c) where the Card Transaction is purportedly authorised by a signature on a Credit Sales Receipt or Credit Sales Voucher and the signature is a forgery or has been obtained by fraud, duress or is otherwise not valid;
 - (d) where a Card Transaction and/or Alternative Payment Transaction is a MO/TO Transaction or an e-Commerce Transaction and you have not been authorised by us to process Card Transactions and/or Alternative Payment Transactions initiated by those means;
 - (e) if you did not obtain authorisation for the particular transaction;
 - (f) where the Card Transaction and/or Alternative Payment Transaction was not authorised by the Cardholder and/or Consumer;
 - (g) if the Card has expired;
 - (h) if the POS Terminal prints or displays a different card number than the number printed or embossed on the Card;
 - (i) if you do not have MO/TO authorisation and perform a Manual Transaction (excluding any card-not-present transaction) where the System, the POS Terminal and the Credit Card are operational;
 - (j) if you know or believe that the Card used in a Card Transaction is stolen or its use is otherwise unauthorised by the Cardholder, the Card Issuer or the Bank;
 - (k) if, in your reasonable opinion, you believe that the Card has been forged or altered or any detail on it, including any signature, is forged or the signature is not that of the person named on the Card;
 - (l) if the Cardholder or Consumer wishes to process the Card Transaction or Alternative Payment Transaction to transfer funds to a third party;
 - (m) where the Card Transaction and/or Alternative Payment Transaction has not been authorised by us; or
 - (n) if this Agreement has been terminated prior to the date of the Card Transaction and/or Alternative Payment Transaction.
- 6.3 You agree that we may Charge Back, delay, block, freeze and/or refuse to accept any Card Transaction and/or Alternative Payment Transaction where we have reasonable grounds to believe that Card Transaction and/or Alternative Payment Transaction breaches any Law or is an Invalid Transaction.
- 6.4 You will not attempt to obtain payment from us or the Bank for any Card Transaction and/or Alternative Payment Transaction that you know or believe is an Invalid Transaction.
- 7. Other Cards**
- 7.1 We will facilitate the transmission of Card Transaction information between you and a Card Issuer where the Card has been issued by an entity other than the Bank (**Other Card**), if:
- (a) you and the Card Issuer can participate in such transmission to our satisfaction; and
 - (b) you have provided us with your current merchant number with the Card Issuer.
- 7.2 If you wish to accept Other Cards, you must have a separate agreement with the Card Issuer.
- 7.3 You acknowledge that you accept Other Cards at your own risk and we will not be liable for your acceptance and use of any Other Card, even if you have used our System.
- 8. Debits to your account and Recovery of Loss**
- 8.1 Unless prohibited by the Card Scheme Rules and/or Alternative Payment Scheme Rules, we or the Bank are authorised to debit your account with:
- (a) such charges (including services charges, fees and other charges) as are set and notified to you by us or the Bank from time to time. The initial level of some of these charges is specified in the Schedule, and the charges are subject to variation in accordance with the Offer Letter;
 - (b) any surplus credits made in respect of Card Transactions and/or Alternative Payment Transactions due to errors or omissions;
 - (c) any credits made in respect of Card Transactions and/or Alternative Payment Transactions:
 - (i) if the Card Transaction and/or Alternative Payment Transaction is an Invalid Transaction; or
 - (ii) if the Cardholder and/or Consumer has a bona fide reason to dispute their liability in whole or in part for the Card Transaction and/or Alternative Payment Transaction;
 - (d) any amounts that we or the Bank may Charge Back:
 - (i) under the Card Scheme Rules and/or the Alternative Payment Scheme Rules; or
 - (ii) if we determine that such Charge Back was due to your acts or omissions; and
 - (e) any other moneys that you owe to us or the Bank under this Agreement

We will notify you in writing before we debit your account.

- 8.2 Without any prior notice to you, you acknowledge that we are authorised to charge to your account any deficiencies, or credit to your account any overcharges established after an audit or check by us or the Bank.
- 8.3 If any amount remains unpaid or unrecovered by us or the Bank after we or the Bank have debited your account under clauses 8.1 and/or 8.2 (**Unpaid Amount**), you must pay, without deduction or set-off, the Unpaid Amount to us or the Bank (as appropriate), on demand.
- 8.4 Neither we nor the Bank are required to have recourse to a Card Issuer and/or Alternative Payment Issuer or any other party before exercising our rights under clauses 8.1 to 8.3 inclusive. If the Bank recovers any money from the Card Issuer and/or Alternative Payment Issuer that has otherwise been recovered from you, or is owing pursuant to this Agreement (**Recovered Money**):
- (a) we or the Bank will credit to your account the amount debited from your account either in whole or in part, up to the amount of the Recovered Money; and
 - (b) if you owe any money to us or the Bank at the time of receipt of the Recovered Money by the Bank, we or the Bank (as the case may be) shall set-off the amount of the Recovered Money against any money you owe to us or the Bank. Any such set-off will serve to extinguish that part of the debt that would otherwise be owed to us or the Bank. We will give you reasonable notice before we exercise this right.
- 8.5 You agree that:
- (a) if any amount demanded under clauses 8.3 or 22 remains unpaid for 30 days after the relevant demand was made:
 - (i) interest will accrue on the Unpaid Amount at the Bank's business overdraft reference rate (at the relevant time) plus 5% per annum; and
 - (ii) interest will be calculated daily on and from the date that the relevant demand is first made, and capitalised monthly;
 - (b) we and/or the Bank are entitled to separately demand and recover from you, in addition to any Unpaid Amount, all costs and expenses incurred in recovering any Unpaid Amount from you, including the costs of issuing the initial demand, any notice pursuant to clause 8.5(c), and legal costs on a full indemnity basis (**Recovery Costs**); and
 - (c) any notice that we or the Bank issue to you under this clause 8.5, shall be good and sufficient evidence of:
 - (i) the quantum of the Unpaid Amount;
 - (ii) the amount of any Recovery Costs incurred as at the date the notice was issued; and
 - (iii) that the Unpaid Amount is due and owing to us or the Bank,and such notice may be issued from time to time until the Unpaid Amount, all outstanding interest on the Unpaid Amount, and all Recovery Costs, have been paid in full.

9. **Fraud and Disputed Transactions**

If we or the Bank suspect that a Card Transaction and/or Alternative Payment Transaction has been initiated fraudulently or that it is otherwise an Invalid Transaction, we may:

- (a) Charge Back any credit previously made to your account in respect of the Card Transaction and/or Alternative Payment Transaction; and/or
- (b) refrain from making a credit to your account in respect of the Card Transaction and/or Alternative Payment Transaction, pending our determination whether the Card Transaction and/or Alternative Payment Transaction is fraudulent or should otherwise be Charged Back under Law, by a requirement of the Card Scheme Rules and/or Alternative Payment Scheme Rules, under this Agreement, or to protect our or the Bank's legitimate interests.

10. **MO/TO Transactions**

- 10.1 This clause applies if we have given you permission to conduct a MO/TO Transaction. We may withdraw our permission at any time.
- 10.2 Upon receipt of a MO/TO Authorisation, you may commence accepting mail, facsimile and telephone orders for goods and/or services and to charge the price against a Card as instructed by the Cardholder or request the Consumer to pay by performing an Alternative Payment Transaction.
- 10.3 When conducting MO/TO Transactions, you must, in addition to complying with other provisions of this Agreement and the Merchant Operating Guide:
- (a) obtain authorisation for all MO/TO Transactions regardless of the Authorised Floor Limit. In requesting authorisation, you must submit, in addition to other required information, the Cardholder's Card expiration date and the Card Verification Value; and
 - (b) collect sufficient data from the Cardholder or Consumer to reasonably verify the validity of the Card Transaction or Alternative Payment Transaction.
- 10.4 You remain responsible for all Card Transactions, even if they have been authorised. We may Charge Back any transaction which is an Invalid Transaction. We will be liable for Card Transactions incurred as a consequence of our fraud, gross negligence, mistake or wilful misconduct.
- 10.5 You must not request a Cardholder to record a Card account number or other Card account information on the exterior (front or back) portion of any order form or similar device designed to be mailed or faxed by the Cardholder.

11. e-Commerce Transactions

- 11.1 This clause applies if we have given you permission to perform e-Commerce Transactions. We may withdraw our permission at any time by giving you notice.
- 11.2 Upon your receipt of an e-Commerce Authorisation, you may commence conducting and processing e-Commerce Transactions.
- 11.3 If we instruct you to, you must use 3D secure for all e-Commerce Transactions. For the purposes of this clause, "3D secure" means the system where e-Commerce Transactions are authenticated. For Visa Credit Cards, this is known as "Verified by Visa", for MasterCard Credit Cards, this is known as "MasterCard SecureCode", for American Express this is known as "American Express Safekey", and for Discover/Diners Club, this is known as "ProtectBuy".
- 11.4 You remain responsible for all e-Commerce Transactions even if they have been authorised. We may Charge Back any transaction which is an Invalid Transaction. We will be liable for e-Commerce Transactions incurred as a consequence of our fraud, gross negligence, mistake or wilful misconduct.
- 11.5 You must use approved integration standards when electronically processing e-Commerce Transactions or presenting details of such transactions to us or the Bank.
- 11.6 You must not allow any third party to process or perform any step in processing any e-Commerce Transaction without our consent.
- 11.7 You may only conduct e-Commerce Transactions on a webpage which has been approved by us as being compliant with Card Scheme Rules, Alternative Payment Scheme Rules and/or the Bank requirements (**website**). We and the Bank may impose requirements as to appearance, content, terms and conditions of use, goods and services, privacy and security, or any other matter in relation to the website relating to e-Commerce Transactions.
- 11.8 You must not make any changes to the:
- (a) website in breach of our and the Bank's requirements under clause 11.7; or
 - (b) the terms and conditions governing e-Commerce Transactions on the website, without our or the Bank's written consent, as appropriate.
- 11.9 The website must contain all the following information:
- (a) your privacy policy;
 - (b) all logos and links which we require to be included from time to time. The website must display the logo of each Credit Card or Alternative Payment accepted by you;
 - (c) information about the systems you use to protect the security of e-Commerce Transactions and of customer information;
 - (d) a complete description of the goods or services offered;
 - (e) your returns and refunds policy;
 - (f) your customer service contact details which must include an email address or a telephone number;
 - (g) the currency in which e-Commerce Transactions are conducted on the website;
 - (h) details of when and how goods and/or services sold over the website are delivered;
 - (i) the country of your principal place of business;
 - (j) the information required to be notified to Cardholders and/or Consumers under clause 2.9;
 - (k) any surcharge pursuant to clause 2.3; and
 - (l) any other information that we or the Bank reasonably require.
- 11.10 You must provide us reasonable access to view, monitor and audit your website for the purpose of monitoring compliance with Card Scheme Rules and/or the requirements specified in this Agreement.
- 11.11 If your website is not compliant with our and the Bank's requirements under clauses 11.7 or 11.9, upon our reasonable direction, you must promptly update your website to meet such requirements.

12. Bank's Key Obligations

The Bank agrees:

- (a) subject to the other terms of this Agreement, within a reasonable time (taking into account industry usages and practices) and subject to any limits and conditions imposed by the Bank on Card Transactions and/or Alternative Payment Transactions under this Agreement:
 - (i) where your account is established with the Bank, to credit your account with the net amount of all valid Card Transactions and/or Alternative Payment Transactions in Australian dollars; and
 - (ii) where your account is with an Authorised Financial Institution, to pay to the Authorised Financial Institution, or its nominee, the net amount of all valid Card Transactions and/or Alternative Payment Transactions for crediting to your account in Australian dollars; and
- (b) to provide the Acquiring Services in accordance with this Agreement.

13. Our Key Obligations

- 13.1 Subject to the terms of this Agreement and the Card Scheme Rules and/or Alternative Payment Scheme Rules, we will:
- (a) supply you with our and the Bank's decals and logos;

- (b) keep Customer Care operational 24 hours a day, 7 days per week during the term of this Agreement;
- (c) provide you with statements on a monthly basis which will set out the latest fees as may be updated by us from time to time and which you shall be liable to pay (being the **"Monthly Merchant Statement"**); and
- (d) provide the Switching Services and Dynamic Currency Conversion in accordance with this Agreement.

13.2 If we have agreed to supply the POS Terminals to you, we will:

- (a) supply the POS Terminals in accordance with the Schedule;
- (b) install the software on the POS Terminals;
- (c) either:
 - (i) if we have agreed to attend your premises, install the POS Terminals at your premises; or
 - (ii) if you have agreed to a remote deployment of the POS Terminals, provide you with instructions to install the POS Terminals at your premises.

You will be responsible for all costs relating to the installation of power points and any additional telecommunication charges;

- (d) after being notified via the Customer Care fault notification system, promptly attend your premises or provide you with instructions remotely to repair any damage to the POS Terminals caused by fair wear and tear which interferes with the proper operation of the POS Terminals. We will not be responsible for repairing any damage that is attributable to you or your employees, agents, contractors or users of the POS Terminals but may agree to repair or replace any damaged POS Terminals at our sole discretion and at your cost; and
- (e) provide training to your staff in the operation of the POS Terminals (including the use of Dynamic Currency Conversion) on a date to be agreed between you and us.

14. Security

14.1 If we or the Bank, acting reasonably, believe or suspect that you may not be able to pay the total of any amounts that are due to us or the Bank (as the case may be), where we consider it is reasonably necessary to manage our financial, credit or security risk we or the Bank may require you to do (at your own expense), any of the following:

- (a) either:
 - (i) take out an insurance policy naming us and/or the Bank as an insured; or
 - (ii) pay us or the Bank the amount of the premiums on an insurance policy taken out by us or the Bank;
- (b) deposit with the Bank an amount of money specified by the Bank which we and/or the Bank believes is sufficient to separately cover us and/or the Bank against any Loss we suffer as a result of a Charge Back; or
- (c) provide a security of a type determined by the Bank over assets specified by us and/or the Bank, which we believe are of sufficient value to secure your payment of any amounts which may be Charged Back against you. You must sign a document to evidence the security on a form prepared by us and/or the Bank on such terms as we and/or the Bank consider is necessary.

14.2 You must, within 7 days of receiving notice from us and/or the Bank:

- (a) sign all documents and do all things we or the Bank reasonably require to give effect to your obligations under clause 14.1; and
- (b) pay all stamp duty and registration costs payable in respect of any document created under this clause 14.

14.3 We may from time to time require you to do all things that are necessary to increase the amount of the insurance cover, the deposit or the value of the security where reasonably necessary to manage our financial, credit or security risk.

15. Confidentiality and Privacy

15.1 You warrant that you:

- (a) will comply with the *Privacy Act 1988* (Cth) and any applicable Law in respect of any personal information you collect about a Cardholder and/or Consumer;
- (b) have obtained all necessary consents to disclose any personal information about a Cardholder and/or Consumer to us and the Bank; and
- (c) you have adequate security measures in place to ensure that any personal information that you store or transmit (including your service providers) is protected.

15.2 Once a transaction has been authorised, you must not store the Cardholder's PIN or any other authentication data.

15.3 If you are required to comply with the PCIDSS, you must (at your expense), successfully complete the protocols for PCIDSS. If you fail to do so, in addition to our and/or the Bank's rights under this Agreement:

- (a) we and/or the Bank may immediately terminate this Agreement; and
- (b) you are liable for any fees and fines you incur:
 - (i) based on your failure to comply with this clause; and
 - (ii) if you suffer a Card data compromise incident and have failed to comply with the PCIDSS accreditation program.

15.4 You acknowledge and agree that:

- (a) we or the Bank may obtain:
 - (i) information about your merchant history;

(ii) personal information about you and your personnel for the purposes of undertaking 'know your customer' and background checks; or

(iii) personal information that you have stored and collected about a Cardholder and/or Consumer, (together, Your Information);

(b) we and/or the Bank can use Your Information to assess and process your application to receive our services;

(c) Your Information will be handled in accordance with our and/or the Bank's privacy policy (available at <https://www.globalblue.com/en/business/payment-solutions/fx-solutions/payment-solutions-privacy-policy>)

(d) we and the Bank are bound by the Card Scheme Rules and/or Alternative Payment Scheme Rules. This means all discussions that we and the Bank have with the Card Schemes and/or Alternative Payment Schemes are confidential, and you are not entitled to participate in or request a copy of such discussions.

15.5 You agree to keep information about Cardholders, Cards and Consumers confidential and secure, protect such information from misuse and loss, and not disclose or allow any third party to have access to that information, other than:

(a) your employees in the course of their duties or as required by Law; and

(b) in accordance with this Agreement.

16. Presentation of Data and Information

16.1 You must comply with our directions when submitting transaction data to our e-Commerce payment gateway or when using a Bureau.

16.2 You agree that we and the Bank do not accept responsibility for the integrity or accuracy of the transaction data that you supply. The accuracy of the transaction data is your sole responsibility.

17. Your Warranties

17.1 Each Card Transaction or Alternative Payment Transaction authorised by the Cardholder or Consumer signing a Credit Sales Receipt or Credit Sales Voucher or evidenced by a Debit Sales Receipt shall constitute a separate warranty to each of us and the Bank that, to the best of your knowledge:

(a) all particulars of the transaction on the Credit Sales Receipt, Credit Sales Voucher or Debit Sales Receipt (as applicable) are true;

(b) you have verified that the signature used by the Cardholder on the Credit Sales Receipt, Credit Sales Voucher or Debit Sales Receipt (as applicable) matches the signature on the Cardholder's Card;

(c) the Card Transaction is not an Invalid Transaction; and

(d) the sale is not subject to any dispute, set-off or counter-claim.

17.2 You warrant that:

(a) in the case of any Card Transaction and/or Alternative Payment Transaction, you have carried out all checks that we or the Bank have required you to perform (including any in the Merchant Operating Guide), and that the result of each check was in accordance with the Merchant Operating Guide and this Agreement;

(b) all information given by you to us and/or the Bank in connection with this Agreement (including your application), is true, current and accurate. You agree to notify us and the Bank promptly if any such information changes. You acknowledge that the Bank is only permitted to have agreements with merchants that meet certain criteria; and

(c) you will at all times comply with all Laws relevant to each Card Transaction and/or Alternative Payment Transaction and to the underlying sale or provision of services connected to each Card Transaction and/or Alternative Payment Transaction.

17.3 You acknowledge that the Bank:

(a) is only permitted to have agreements with merchants that meet certain criteria; and

(b) could incur Losses, including fines under the Card Scheme Rules and/or Alternative Payment Scheme Rules, if the Bank allows an inappropriate person to become or remain a merchant.

18. Information and Creditworthiness

18.1 We or the Bank may separately conduct such checks as either thinks appropriate from time to time regarding your creditworthiness. You agree to sign any consents reasonably necessary for this purpose when requested to do so by either us or the Bank.

18.2 Nothing in this Agreement derogates from any right of the Bank to combine accounts, exercise any right of set-off or a banker's lien.

19. Intellectual Property

19.1 You acknowledge and agree that we are the owner or licensor of any intellectual property rights in any material we provide you under this Agreement (including the software on the POS Terminals, promotional material and trade marks) (**Materials**).

19.2 We grant you, for the term of this Agreement, a non-exclusive licence, non-transferable, non sub-licensable licence to use the Materials in accordance with the terms of this Agreement and subject to any other terms and conditions we may impose from time to time.

19.3 You must not copy, reproduce or modify the Materials without our prior written consent.

19.4 Notwithstanding clause 19.2 and 19.3, you agree that we own any copies, reproductions and modifications that you make to the Materials and immediately assign the intellectual property rights in any reproductions and modifications to us upon creation.

19.5 In respect of any of our trade marks, branding and promotional material (**Our Brand**), you agree:

(a) to use Our Brand in accordance with any style guides that we provide you from time to time;

- (b) not to use Our Brand in a manner that, in our sole opinion, is materially detrimental to our interests including conduct which may injure our reputation and goodwill; and
- (c) that the goodwill arising from your use of Our Brand belongs to us.
- 19.6 Subject to the licence granted under clause 19.2, no other rights are granted or transferred to you in respect of the Materials under this Agreement, and all other rights are expressly reserved.
- 20. Termination**
- 20.1 Subject to clause 7.1(c)(ii) of the Merchant Operating Guide and clauses 15.3(a), 20.2, 20.4, 20.7, 24.5(a) and 36.3, this Agreement shall continue for the minimum period specified as such in the Schedule and may be terminated by either you or us:
- (a) in respect of the whole Agreement; or
- (b) in respect of clauses 2.7, 8 (as far as it relates to any ongoing right to debit your account for any amounts that would be owing in respect of POS Terminals had clauses 2.7 and 8 not been terminated), 13.2 and 14 (as far as it relates to any security provided to us in relation to our supply of the POS Terminals),
- at any time after the expiry of that period by not less than 30 days' written notice to each of the other parties. If the notices are not given on the same date, the termination takes effect 30 days after the date the latest notice is received by one of the other parties. Any notice given pursuant to this clause must be in the form of one notice addressed to each of the non-terminating parties.
- 20.2 We or the Bank may terminate this Agreement immediately with notice at our discretion, whether during or after the minimum period referred to in clause 20.1, and in either case without liability if:
- (a) you breach this Agreement;
- (b) we or the Bank discover any evidence which, in the reasonable opinion of us or the Bank, tends to show that you are a party to or are knowingly permitting fraudulent activity;
- (c) the number or amount of debits made to your account under clauses 6.1, 8.1(c), 8.1(d) or 9 is, in our or the Bank's opinion, excessive or unusual having regard to the nature of your business;
- (d) we or the Bank, acting reasonably, form an opinion (as a result of a Review or otherwise) that continuing this Agreement represents an unwarranted commercial risk;
- (e) you have not submitted details of any Credit Card Transactions and/or Alternative Payment Transactions to us or the Bank for a period which is unreasonable;
- (f) you have submitted an insufficient number of details of Credit Card Transactions and/or Alternative Payment Transactions to us or the Bank (as reasonably determined by us or the Bank, to justify continuing with this Agreement); or
- (g) the Card Scheme Rules and/or Alternative Payment Scheme Rules, the operator of any Credit Card Scheme and/or Alternative Payment Scheme, or any Law, in our or the Bank's reasonable opinion, require this Agreement to be terminated.
- 20.3 The participation of the Bank in this Agreement will terminate automatically and without any liability of any nature whatsoever to you or us (except any liability that may have accrued as a result of any breach of this Agreement prior to termination), if our arrangement with the Bank expires or terminates for any reason.
- 20.4 We or the Bank may terminate this Agreement immediately by written notice to you if you:
- (a) being an individual, file or has filed against you a bankruptcy petition or becomes bankrupt or takes advantage of any Law relating to bankruptcy;
- (b) being a company, commences to be wound up (either voluntarily or compulsorily) or a receiver or receiver and manager or official manager or administrator or other person is appointed to or takes possession, custody or control of the whole or any part of you or your property; or
- (c) enter into a scheme of arrangement.
- 20.5 In addition to any other remedies available to either us or the Bank, if you terminate this Agreement before the end of any minimum period referred to in clause 20.1, you may be required to pay to us the greater of:
- (a) intentionally deleted; or
- (b) our reasonable estimate of:
- (i) the fees and charges we have or will incur as result of the termination of the Agreement; and
- (ii) our and the Bank's direct costs of providing the services pursuant to this Agreement.
- 20.6 Upon termination or expiration of this Agreement, you will return to us any POS Terminals, insignia, promotional material and any other material, equipment or manuals supplied to you by us under this Agreement. You grant us the right, upon the termination of this Agreement, on reasonable notice to enter your premises to repossess any POS Terminals or other property that belongs to us or the Bank.
- 20.7 You may terminate this Agreement immediately by written notice to us and the Bank if we or the Bank have breached a material term of this Agreement and have failed to remedy this material breach within 30 days of receiving a notice from you requiring us or the Bank to do so.
- 20.8 The following provisions of this Agreement survive termination or expiry of this Agreement:
- (a) clauses 1, (Definitions), 2.1(f) (Inspection of books by Bank), 2.1(g) (Maintenance of Direct Debit Authority), 2.1(h) (Retention of records), 4.1(c) (Not to disclose floor limits), 6.1 (Crediting of Invalid Transactions), 8.1 (Debits to your account), 8.2 (Charge

deficiencies), 8.3 (Deficiencies payable on demand), 8.4 (No prior recourse to Card Issuer), 8.5 (Recovery of loss, and indebtedness), 9 (Charge-backs for fraud), 14 (Security), where you owe or may owe any money to us or the Bank, 15 (Confidentiality and Privacy), 17 (Your warranties), 19 (Intellectual Property), 22 (Indemnity) 23 (GST), 24 (Reviews), 26 (Dispute Resolution), 27 (Notices), 28 (Rights and Powers Severally Exercised), 29 (Relationship between Parties), 31 (Binding Agreement), 32 (Assignment), 33 (Severability), 34 (Variation) and 35 (Governing Law) and 36 (Force Majeure);

- (b) in the case of termination of the Bank's participation in this Agreement under clause 25, clause 25.1(c) (release of the Bank on novation); and
- (c) such clauses as are capable of having an operation beneficial to either us or the Bank after termination.

- 20.9 Where a provision referred to in clause 20.8 survives termination of this Agreement, any other provision of this Agreement referred to by such a provision also survives termination.
- 20.10 Termination of this Agreement shall not affect your obligations prior to termination.

21. Liability

- 21.1 To the extent permitted by Law, neither we nor the Bank will be liable to you or any third party for any Loss suffered pursuant to this Agreement (including from any third party) to the extent it is caused by:
- (a) circumstances beyond our and/or the Bank's reasonable control (including under clause 36); or
 - (b) your acts and/or omissions under this Agreement,
- except to the extent arising from the fraud, negligence, mistake or wilful misconduct of us, our employees, officers, agents or contractors.
- 21.2 It is your responsibility to ensure that you have other means available to accept payments in the event of any malfunction or down-time of a POS Terminal or the System.
- 21.3 Without limiting clauses 21.4 and 21.5, we and the Bank:
- (a) do not make any warranty about the capability of any POS Terminals or other equipment we supply to you to transmit transaction instructions initiated by the use of a card other than a Card; and
 - (b) will not be liable for any Loss you suffer in connection with any transaction initiated by the use of a card other than a Card via a POS Terminal except to the extent arising from the fraud, negligence, mistake or wilful misconduct of us, our employees, officers, agents or contractors.
- 21.4 Liability arising out of or in connection with this Agreement for indirect, incidental, special, or consequential damages is excluded:
- (a) including damages for loss of revenue, profits or savings (actual or anticipated), loss of goodwill, loss of reputation, loss of business opportunity, loss of contract, any costs or expenses associated with procuring alternate services and losses suffered by you due to claims by third parties; and
 - (b) whether or not we or the Bank knew of the possibility of such damage or such damage was otherwise foreseeable,
 - (c) whether the liability is in respect of our or the Bank's negligence or otherwise without limitation.
- 21.5 To the extent permitted by Law, our and/or the Bank's (as the case may be) total aggregate liability in connection with this Agreement and whether based upon any indemnity, warranty, contract, statute or tort (including negligence), will be limited (at our and/or the Bank's sole discretion) to:
- (a) in the case of goods supplied by us and/or the Bank, the replacement of the goods or the supply of equivalent goods, the payment of the cost of such replacement or acquisition, the repair of such goods or the cost of such repair; or
 - (b) in the case of services supplied by us and/or the Bank, the resupply of the services or the payment of the cost of resupplying the services, at our and/or the Bank's sole discretion.
- 21.6 The parties agree that only the party or parties receiving the benefit of any obligation imposed on another party under this agreement (**Obligation**) may take action for loss or damage suffered as a result of any breach of the Obligation, and then only against the party or parties owing the Obligation.
- 21.7 To the extent permitted by law, we make no warranties and provide no guarantees regarding the description, acceptable quality or fitness for purposes of any services or equipment (including the POS Terminals) that we and/or the Bank provide to you.
- 21.8 We do not exclude or limit the application of any legislation where to do so would contravene the legislation or cause any part of this Agreement to be void.

22. Indemnity

In addition to any other indemnity provided in this Agreement, a party (being the **Indemnifying Party**) agrees to separately indemnify and keep indemnifying the other parties (being the **Indemnified Parties**) from and against all Losses of any nature whatsoever the Indemnified Parties may suffer or incur in connection with:

- (a) the loss of life of, or personal injury to, any person or damage to any property (wherever occurring);
- (b) infringement of a third party's intellectual property rights; or
- (c) breach of any warranties and/or obligations under this Agreement,
- (d) except to the extent arising from the fraud, negligence, mistake or wilful misconduct of the Indemnified Party's employees, officers, agents or contractors,

and the Indemnifying Party agrees to pay such Loss on the Indemnified Party's demand (as the case may be), without deduction or set-off.

23. GST

- 23.1 If one party (**Supplier**) is liable to GST on any Supply made by it to another party (**Recipient**) in connection with this Agreement the Recipient must pay to the Supplier an amount equal to that GST in addition to any other amount payable for the Supply.
- 23.2 The Recipient's obligation to pay the GST inclusive amount is (unless the Recipient creates a Recipient Created Tax Invoice (**RCTI**)) subject to and conditional upon the Supplier issuing a valid Tax Invoice for the Taxable Supply in a form which complies with the GST Act.
- 23.3 In relation to any Supply, the parties agree that:
- (a) we are permitted to issue RCTIs and Adjustment Notes in respect of those Supplies and the parties are party to an RCTI agreement;
 - (b) you will not issue Tax Invoices or Adjustment Notes in respect of those Supplies;
 - (c) their Australian Business Number (**ABN**) or Australian Company Number (**ACN**) is as stated in the Offer Letter; and
 - (d) that they are registered for GST at the commencement of this Agreement and will notify the other party promptly if they cease to be registered or their right to an ABN or an ACN is revoked, withdrawn, suspended, limited or made conditional in any way.
- 23.4 Any GST shown on an RCTI relating to the DCC Rebates paid is payable by you to the ATO.
- 23.5 If the manner in which the GST Law applies to this Agreement alters or if the rate of GST is varied, then the consideration payable for any Supply under this Agreement will be varied to reflect the change of rate automatically and without the need for notice by us or the Bank.

24. Reviews

- 24.1 We and/or the Bank may review this Agreement (**Review**):
- (a) on each anniversary of this Agreement; and
 - (b) upon any circumstances that, in our or the Bank's reasonable opinion, warrant a review (such as a requirement by Law or any suspicious activity on your account).
- 24.2 If you are required to participate in a Review, we and the Bank will co-operate with you to ensure that the Review is conducted at a mutually convenient time. Notwithstanding this clause, if a mutual time and place for the conduct of the Review cannot be agreed, the Review will be conducted on terms directed by us and the Bank.
- 24.3 In conducting a Review, we and the Bank may consider whether you continue to meet the applicable risk assessment criteria in respect of the POS Terminals or services provided by us and the Bank, together with any other financial or management criteria relevant to us and the Bank in assessing your ongoing risk.
- 24.4 You must provide us with any information, documents or records that we or the Bank reasonably require in conducting a Review.
- 24.5 At the conclusion of the Review, if we or the Bank do not reasonably believe you are meeting the applicable risk assessment criteria, we may, with reasonable notice to you:
- (a) terminate this Agreement; or
 - (b) revise the fees payable under this Agreement,
- where we consider it is reasonably necessary to manage our financial, credit or security risk.

25. Novation

- 25.1 You acknowledge and agree that:
- (a) we and/or the Bank may, by at least 7 days' notice to you, appoint other financial institutions (for the purposes of this clause 25.1, each a **New Acquirer**) to provide any or all of the acquiring and other services provided by the Bank (for the purposes of this clause 25.1, the **Previous Acquirer**) to you under this Agreement. You may exercise your right to terminate the Agreement in accordance with clause 20.1 within this notice period;
 - (b) if we and/or the Bank appoint a New Acquirer, this Agreement is novated in favour of the New Acquirer with respect to the services the New Acquirer is appointed to provide (**Relevant Services**) with effect from the date of the notification of the appointment, to the intent that:
 - (i) the New Acquirer assumes the obligations of the Previous Acquirer with respect to the Relevant Services and obtains the rights of the Previous Acquirer under this Agreement with respect to the Relevant Services;
 - (ii) you accept the New Acquirer in place of the Previous Acquirer with respect to the Relevant Services;
 - (iii) you will be bound to perform this Agreement with respect to the Relevant Services as though the New Acquirer was the Previous Acquirer; and
 - (iv) nothing in the novation of this Agreement gives you any rights against the New Acquirer with respect to any actions or omissions of the Previous Acquirer;
 - (c) on the appointment of a New Acquirer, you release and discharge the Previous Acquirer from all further obligations to you, and from all further liability howsoever arising under this Agreement, in respect of the Relevant Services (except any liability that may have accrued as a result of any breach of this Agreement prior to termination);
 - (d) if we and/or the Bank appoint a New Acquirer then, subject to applicable Law, the parties must give effect to the appointment of the New Acquirer; and

- (e) without limiting clause 25.1(d), you must, if required by us, do all things and execute all further documents necessary to give full effect to the appointment of a New Acquirer, including entering into a deed of novation in a form provided by us. You irrevocably appoint us as your attorney to execute any such deed of novation.

25.2 Notwithstanding clause 20, if:

- (a) the Bank terminates this Agreement and we do not appoint a New Acquirer within 10 Business Days of the termination date, we will be deemed to have terminated this Agreement on and from the date of termination by the Bank; or
 - (b) we terminate this Agreement,
- the Bank will be deemed to have terminated this Agreement on and from the termination date.

25.3 You acknowledge and agree that the Bank may cease providing services on no less than 3 months' written notice to you and us.

26. Dispute Resolution

26.1 Both parties agree to not commence arbitration or court proceedings in connection with or in relation to this Agreement or the Merchant Facility unless it has first complied with this clause 26. However nothing in this clause 26 prevents either party seeking urgent injunctive or similar interim relief from a court.

26.2 Any party claiming that a dispute has arisen must give the other party written notice setting out brief details of the dispute (**Dispute Notice**).

26.3 Within 10 Business Days of service of a Dispute Notice, representatives responsible for this Agreement from each party must meet to try and resolve the dispute on a commercial basis.

26.4 If a dispute is not resolved in accordance with clause 26.3 within 20 Business Days of service of a Dispute Notice, the dispute must be referred to the senior executives or their appointed delegates for resolution.

26.5 If the dispute is not resolved in accordance with clause 26.4 within 10 Business Days of it being referred to the senior executives, the parties will agree on the appointment of a mediator within 5 Business Days after the expiry of that 10 Business Day period or following the date of such referral (or such other period as agreed by the parties). Failing agreement within this period the mediator is to be appointed in accordance with ACDC Guidelines for Commercial Mediation (**ACDC Guidelines**).

26.6 The dispute must be submitted to mediation in accordance with ACDC Guidelines which are operating at the time the matter is referred to ACDC. The mediation is to be conducted in Sydney, Australia.

26.7 The mediation process will terminate 20 Business Days after the appointment of the mediator, upon which, subject to clause 26.8, either party will be entitled to commence court proceedings in relation to the dispute.

26.8 If a dispute is not resolved in accordance with clause 26.7, or none of the parties have commenced court proceedings, either party may submit the dispute to expert determination as follows:

- (a) an Expert must be selected by agreement between the parties within 5 Business Days of the dispute being submitted to expert determination (or such other period as agreed by the parties) or failing agreement within this period;
- (b) within 10 Business Days of the appointment of the Expert under paragraph (a) above (or such other period as agreed by the parties) each party must provide the Expert with written submissions in relation to the dispute;
- (c) the Expert must act as an expert and not as an arbitrator. The Expert must apply the principles set out in this agreement which are relevant to the matter being determined;
- (d) the parties must promptly and no later than five (5) Business Days after the date of the request, supply the Expert with any information, assistance and co-operation requested in writing by the Expert in connection with its determination;
- (e) all correspondence between the Expert and a party must be copied to the other party;
- (f) the Expert must provide its determination (**Determination**) to the parties no later than 20 Business Days after receipt of the last submission under paragraph (d) above (or such other period as agreed by the parties); and
- (g) each party has a period of 10 Business days after receipt of any Determination to make a written objection and further submissions on the Determination to be considered by the Expert. Each party shall have only one right of objection (unless otherwise agreed) with respect to any Determination. The Expert must consider any written objections and related submissions and provide a final determination (**Final Determination**) to the parties no later than 20 Business Days after receipt of the last written objection (or such other period as agreed by the parties).

26.9 A Determination or Final Determination (if a Final Determination has been sought and/or provided) is binding on the parties unless:

- (a) the dispute concerns a claim for more than \$500,000; or
- (b) all relevant parties otherwise agree in writing.

26.10 The costs of any:

- (a) mediation conducted in accordance with clause 26.5 will be borne equally by the parties; and
- (b) expert determination conducted in accordance with clause 26.6 will be borne by the parties as determined by the Expert.

27. Notices

27.1 Any consent or notice provided under this Agreement:

- (a) must be in writing;
- (b) must be signed on behalf of the party or parties giving it; and

- (i) delivered to the recipient's address;
 - (ii) sent by pre-paid post to the recipient's address;
 - (iii) sent electronically by email to the recipient's email address; or
 - (iv) transmitted by facsimile to the recipient's facsimile number; and
- (c) is deemed to have been given and received:
- (i) if delivered to a party's address, on the day of delivery if a Business Day in the State or Territory in which the notice is being served, otherwise on the next Business Day;
 - (ii) if sent by pre-paid post, on the third Business Day after posting in the State or Territory in which the notice is being served;
 - (iii) if sent electronically by email, at the time and day shown in the sender's transmission report; or
 - (iv) if transmitted by facsimile, and a complete transmission report is received by the sender showing the correct facsimile number and that all pages were received, on the day of transmission if a Business Day in the State or Territory in which the notice is being served, otherwise on the next Business Day.

27.2 The address, email and facsimile number for the purposes of service of notices to the parties will be that set out in the Offer Letter, as amended from time to time by notice in writing to each other party.

28. Rights and Powers Severally Exercised

Where in this Agreement any right, power, or entitlement (**Right**) is separately conferred on us or the Bank, the following will apply:

- (a) in the case where we or the Bank are entitled to demand the payment of money, or to debit your account for any amount, the power may be exercised by either us or the Bank, however:
 - (i) if we or the Bank make a demand (in whole or in part) for the same Loss or other moneys (**Same Loss**), the final receipt of payment in full of the Same Loss or other moneys to either us or the Bank will satisfy your indebtedness to us and the Bank, in respect of the Same Loss;
 - (ii) in the case of a debit being made to your account, the Same Loss will only be debited once by either us or the Bank, however other separate Losses or other moneys owing to either us or the Bank may be debited separately by us or the Bank; and
 - (iii) if there is any inconsistency between any concurrent notices issued pursuant to clause 8.5(c) by us and the Bank, the notice issued by the Bank will prevail;
- (b) the failure on the part of either us or the Bank to exercise any Right will not waive the Right, or abrogate the Right in any way; and
- (c) in all other cases, the Right can be exercised by us or the Bank separately in accordance with this Agreement.

29. Relationship between Parties

Nothing in this Agreement operates so as to constitute a joint venture, agency or partnership between the parties or any combination of the above, and in particular the parties acknowledge and agree that we and the Bank provide services independently under other agreements.

30. Subcontracting

Except as may be prohibited by the Card Scheme Rules and/or Alternative Payment Scheme Rules, you acknowledge and agree that we or the Bank may subcontract some or all of the services to a third party. If we subcontract our services to a third party, you agree to comply with such third party's instructions as though they came from us or the Bank.

31. Binding Agreement

This Agreement shall be binding on the parties, their executors, administrators, successors and assigns. If you consist of more than one party, this Agreement binds each of the parties individually and all of them jointly.

32. Assignment

You must not assign this Agreement without our and the Bank's written consent. Subject to the Card Scheme Rules and/or Alternative Payment Scheme Rules, we and/or the Bank may assign our rights in this Agreement without your consent. We will give you at least 14 days prior notice of such an assignment, transfer or other dealing with a third party. This will not affect your rights or obligations under these the Agreement.

33. Severability

If any term or provision of this Agreement is held by a court to be illegal, invalid or unenforceable under the applicable Law, that term or provision will be severed from this Agreement and the remaining terms and conditions will be unaffected.

34. Variation

Subject to the Offer Letter and clause 2.1(b), we and the Bank may amend the terms and conditions of this Agreement upon 7 days' written notice. A copy of the latest terms and conditions of this Agreement (as updated from time to time) shall always be available on the Global Blue website. You should always ensure you rely on the latest terms and conditions as published on the Global Blue website. Your continued use of our goods and services constitutes acceptance of the latest terms and conditions of this Agreement (as updated from time to time) as published on the Global Blue website and the fees included on the Monthly Merchant Statement. If you do not agree to any amendments (including any changes to the fees charged to you as appear on the Monthly Merchant Statement) you must stop using our goods and services. In circumstances where you are materially adversely affected by the amended terms and conditions or the amended fees as

appear on the Monthly Merchant Statement (for example, the proposed amendments would have a serious financial impact on you), you may terminate this Agreement in accordance with section 20.1 within the notice period. We may ask you to substantiate a request to terminate under these circumstances, acting reasonably.

35. Governing Law

This Agreement is governed by the Laws from time to time in force in New South Wales, and the parties unconditionally submit to the non-exclusive jurisdiction of the courts in New South Wales.

36. Force Majeure

36.1 For the purposes of this clause, "**Force Majeure**" means any circumstance beyond the reasonable direct control of us or the Bank, including but not limited to any act of God, act of war, cyclone, fire, flood, explosion, storm, earthquake or malfunction of the POS Terminals and other equipment or the System.

36.2 Our or the Bank's delay or failure to comply with our respective obligations under this Agreement will not constitute a breach of this Agreement if such failure is caused by a Force Majeure provided that we or the Bank, when claiming Force Majeure:

- (a) notify the other parties in writing within 3 days of the occurrence of the Force Majeure providing details of the Force Majeure and the anticipated likely duration and effect; and
- (b) use its best endeavours to resume fulfilling its obligations as promptly as possible and provide the other parties with written notice within 3 days of the cessation of the Force Majeure.

36.3 If the Force Majeure continues for more than 14 days, either party may terminate this Agreement without any liability.

37. Counterparts

This Agreement may be executed in any number of counterparts and, if so, the counterparts taken together constitute one agreement.