

ONLINE PAYMENT INTERFACE

1.1 Website Requirements

- (a) You agree and understand that you are solely responsible for all goods and services offered through your online site ("Website") including all acts or omissions that occur at the Website or in connection with your Website.
- (b) It is your responsibility to keep the information on the Website updated and to ensure that you display all information relevant for the sale of goods and services in compliance with applicable laws and not limited to:
 - (i) contact information, your trading name, Australian Business Number (where required), trading address, telephone number, e-mail address and your country of domicile;
 - (ii) description of all goods and services you offer on your Website;
 - (iii) your shipping practices and delivery policy including the delivery timeframes and export restrictions that may apply;
 - (iv) payment options available to your customers including transaction currency and your policy on refund/return of goods and services;
 - (v) total costs of the goods or services offered including all appropriate shipping/handling charges and taxes;
 - (vi) all relevant policies i.e customer service policies, privacy policy, policy for transmission of payment Card details; and
 - (vii) such other details that may be required under any relevant applicable laws.

1.2 Data Security

- (a) As part of providing the Services, we will support and provide Strong Customer Authorisation (SCA) where available and may upon request enable other security features if agreed.
- (b) We may at our discretion require you to participate in such authentication or card verification procedures as are reasonably necessary including activating SCA.
- (c) Notwithstanding clause 1.2(b) above, you acknowledge that a higher interchange fee may be applied by the Card Schemes and the Card Schemes may impose additional restrictions if you do not activate SCA.

1.3 Additional terms – Online Payment Interface

- (a) In addition to the Website Requirements, you must ensure that all content that you place on the Website and links provided by us through Online Payment Interface is accurate and not misleading, deceptive or in violation of the rights of any third party and is in compliance with applicable laws and regulations.
- (b) You understand and acknowledge that you are responsible for the correct functioning of your Website and systems and for the technical support and integration of your systems and Website with the Online Payment Interface.
- (c) You must ensure:
 - (i) that all user credentials for the Online Payment Interface are kept confidential and must not allow any other party to use such user credentials unless specifically permitted by us;
 - (ii) that the Website and your systems are compatible with the Online Payment Interface and are always updated.
- (d) You are responsible and liable for all Transactions processed through the Online Payment Interface provided by us.
- (e) You acknowledge and agree that Transactions processed using the Online Payment Interface without SCA and MOTO Transactions in particular are riskier than other Transactions and more likely to result in a Chargeback. It is your responsibility to ensure you have a clear policy setting out how you identify your customers before processing Transactions using the Online Payment Interface and MOTO.
- (f) We may in our absolute discretion, with prior notice, suspend the Online Payment Interface for a reasonable period of time for any reason including system maintenance or upgrades.
- (g) We reserve our right to change or amend the Online Payment Interface without prior written notice except where the changes may have material impact in which case, we will use reasonable endeavours to provide notice.

1.4 Software Licence – Online Payment Interface

For the term of this Agreement, we grant you a personal, non-exclusive and non-transferable right to use the Online Payment Interface only for the purpose of processing Transactions as part of us providing Merchant Services. All intellectual property rights associated with the Online Payment Interface are owned by us and our licensors. Except for the limited license granted under this clause, nothing in, or arising out of this Agreement grants you any other intellectual property rights relating to the Online Payment Interface.

1.5 Legal Compliance: Sub-Merchant's Obligation

You are solely and directly responsible for ensuring that your receipt and use of the Online Payment Interface is in compliance with all applicable federal, state, and local laws and regulations, including but

not limited to the Telephone Consumer Protection Act ("TCPA"). For example, you may not use the Online Payment Interface to:

- (a) make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using any automatic telephone dialing system or an artificial or prerecorded voice to:
 - (i) any emergency telephone line (including any "911" line and any emergency line of a hospital, medical physician or service office, health care facility, poison control center, or fire protection or law enforcement agency);
 - (ii) the telephone line of any guest room or patient room of a hospital, health care facility, elderly home, or similar establishment; or
 - (iii) to any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call, unless such call is made solely to collect a debt owed to or guaranteed by the United States;
- (b) initiate any telephone call to any residential telephone line using an artificial or prerecorded voice to deliver a message without the prior express consent of the called party, unless the call is initiated for emergency purposes, is made solely pursuant to the collection of a debt owed to or guaranteed by the United States, or is exempted by rule or order by the Commission under paragraph (2)(B);
- (c) use an automatic telephone dialing system in such a way that two or more telephone lines of a multi-line business are engaged simultaneously.

1.6 Relevant Definitions

- (a) **Card** means a payment card or Payment Instrument in any form factor that can be used to initiate a payment transaction as specified on the Application.
- (b) **Card Not Present (CNP) Transaction** means and refers to the Transactions which occur without the physical presence of the Card or a Cardholder and includes MOTO and online Transactions completed through a digital wallet or other tokenized payment.
- (c) **Hosted Payment Pages** means the Online Payment Interface where a Merchant's customers is redirected from Merchant's online site (**Website**) to complete the payment Transaction.
- (d) **MOTO or Mail Order/Telephone Order** means any Card-Not-Present (CNP) Transaction, and includes Transactions processed via mail, telephone, facsimile, email or interactive voice response or through the Virtual Terminal.
- (e) **Online Payment Interface** means and refers to the solutions (including links, codes) created and provided to facilitate Merchant Services in an online environment using payment methods opted by a Merchant (i.e. Card, CNP, Buy Now Pay Later (BNPL), direct debits using bank accounts, e wallets or through digital wallets) that allows:
 - (i) Merchant's customers to make payments using Pay-By-Link, Virtual Terminal, Hosted Payment Pages, Payment Gateway Plug-ins and Payment Gateway API's,
 - (ii) Storage of customer details, and
 - (iii) Payment requests and payment confirmations to be generated and sent to customers via email or smsIncluding any associated documentation provided by us.
- (f) **Pay-By-Link** means and refers to the application provided by us that provides a secure, PCI compliant, platform to you for undertaking payments including processing refunds where required/where applicable as part of the Online Payment Interface
- (g) **Payment Gateway API** means and refers to the secured internet connection established between Merchant's online site (Website) and the Online Payments Interface made available as part of the Online Payment Interface.
- (h) **Payment Gateway Plug-in** means third party software plugins made available by us that allows the integration of your Website with the Online Payment Interface provided by us.
- (i) **Payment Instrument** means and includes instruments other than a payment card, including a barcode, a quick response (QR) code, an e-wallet or digital wallet used to initiate a payment transaction to the Merchant.
- (j) **PCI DSS** means the Payment Card Industry Data Security Standards.
- (k) **Virtual Terminal** means the web-based interface enabled and provided by us that allows you as a Merchant to process Card payments virtually, over the phone and provided as a part of the Online Payment Interface.