



Member Rules

September 2021



Billzy Pty Ltd
ABN 26 602 796 298

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Member Rules



Background

- A. Billzy is an on-line business community ("Billzy Community") enabling a Member to securely transact with another Member and/or a non-member via the invoicing, payments, financing and discounting products available on the Billzy Payment Platform.
- B. By becoming a member of the Billzy Community a Member, via the Billzy Payment Platform, is able to create and/or upload and send invoices, accept Card payments, Direct Bank Transfers and BPAY payments, receive invoices, make payments with Card and Direct Bank Transfer, offer, accept, pay and receive discounted payment offers via Card or Direct Bank Transfer and access finance (for business purposes only) via Billzy Cash, ButnPay, ButnX or ButnNow.
- C. Billzy has entered into the Payment Facilitator Agreement with Global Payments Australia 1 Pty Ltd ("Global").
- D. Global has agreed to provide Billzy with a Merchant Facility to enable Members to make and accept Card payments subject to the terms and conditions set out in the Payment Facilitator Agreement.
- E. Part of the Payment Facilitator Agreement requires Billzy to ensure that any contractual arrangement between Billzy and Members must be consistent with the provisions of the Payment Facilitator Agreement.
- F. Organisations can become Members and thus be able to utilise the Merchant Facility by completing a Member Application and submitting it to Billzy for consideration.
- G. Billzy has entered into an Integration Agreement with Australian Factoring Company Pty Ltd ACN 166 764 978 ("AFC").
- H. AFC has agreed to provide Members, on the basis any credit is provided for business purposes only and subject to approval by AFC, with access to Butn Products including ButnPay, ButnX and ButnNow via the Butn Platform which is integrated to the Billzy Payment Platform.
- I. If Billzy accepts the Member Application, then the person submitting the Member Application agrees to be bound by the terms and conditions set out in these Member Rules and agrees to comply with Billzy's reasonable and lawful instructions.
- J. By agreeing to the Member Rules the Member agrees to comply with the Card Scheme Rules, PCI-DSS Standards (including those relating to privacy and the collection, storage and use of personal and sensitive information, data security, cyber security and electronic transactions) and all Relevant Laws.

Operative Provisions

1. Definitions

In these Member Rules unless the context otherwise requires:

"ADC" (being an Account Data Compromise) means any event whereby Global, Billzy (or any of its officers or employees) or the Member (or any of its officers or employees), or any service provider facilitating the storage, transmission or processing of Card payments for or on behalf of Billzy or the Member's behalf, suspect or have confirmation of unauthorised access to Cardholder Data.

"Adjustment" means an adjustment by BPAY, Global or Billzy to rectify a BPAY Transaction.

"AFC" means Australian Factoring Company Pty Ltd ACN 166 764 978.

"Authorisation" means the response by Global to Billzy or the Member (as the case may be) authorising a Card to be used for a particular transaction.

"Banking Day" means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

"Billzy" means Billzy Pty Ltd ABN 26 602 796 298 which pursuant to the Payment Facilitator Agreement is designated as the "Payment Facilitator".

"Billzy Cash" means the single invoice finance product available to an approved Member (for business purposes only) on the Billzy Payment Platform.

"Billzy Deal" means the discounting product available to a Member on the Billzy Payment Platform.

"Billzy Payment Platform" means the platform that enables the creation, uploading and sending of invoices, acceptance of Card payments, Direct Bank Transfers and BPAY payments, receiving of invoices, making payments with Card and Direct Bank Transfer, offering, accepting, paying and receiving discounted payment offers via Card or Direct Bank Transfer and access to finance via Billzy Cash, ButnPay, ButnX or ButnNow.

"BPAY" means the electronic bill payment system in Australia which enables payments to be made through a financial institution's online, mobile or telephone banking facility to organisations which are registered BPAY billers.

"BPAY Information Files" means a file produced by BPAY on a Banking Day, containing details of BPAY Transaction instructions processed on that day.

"BPAY Transaction" means a transaction facilitated through BPAY.

"ButnNow" means the product offered by AFC which provides an eligible Member with the ability to receive advance payment of a commission payment.

"ButnPay" means the product offered by AFC which provides an eligible Member with the ability to pay an invoice spread over several payments.

"Butn Platform" means AFC's online platform for, amongst other things, the processing of applications for Butn Products.

"Butn Products" means the suite of cashflow products offered by AFC via the Butn Platform and Billzy Payment Platform.

"ButnX" means the product offered by AFC which provides an eligible Member with the ability to access single invoice finance sent via the Billzy Payment Platform.

“Card” means:

- a. a valid financial Transaction Card issued by a member or affiliate of MasterCard on which the MasterCard marks appear;
- b. a valid financial Transaction Card issued by a member or affiliate of Visa on which the Visa marks appear;
- c. a valid financial Transaction Card capable of acceptance under the eftpos mark issued by an Australian bank or financial institution;
- d. a Charge Card;
- e. any other valid financial Transaction Card that is issued under any loyalty program; or
- f. any other financial Transaction Card which Global requests Billzy to honour.

“Card Scheme” means the MasterCard, Visa, American Express, Diners Club, Discover, JCB and EPAL or any other card scheme provider that Global is a member of or participates in.

“Card Scheme Rules” means the relevant rules and regulations which regulate participants in the respective Card Schemes, as amended or varied from time to time.

“Cardholder” means a person to whom a Card has been issued.

“Cardholder Data” means the account information of a Cardholder.

“Chargeback” means either (as the context requires):

- (a) in respect of a Card Transaction, the reversal of a Card Transaction to Billzy (i.e., a Transaction returned by Billzy or the relevant Card issuer in accordance with the applicable Card Scheme rules); or
- (b) in respect of BPAY Transactions, the reversal of the Transaction to Billzy (including Adjustments and other reversals of BPAY Transactions).

“Charge Card” means a Card issued under any one of the following Card Schemes: American Express, Diners Club, Discover or JCB.

“Commencement Date” means the date of which the Person who submitted the Member Application is notified by Billzy as having been accepted as a Member.

“Confidential Information” means information that is by its nature confidential, or is designated as confidential, and includes but is not limited to all statements, contracts or agreements, specifications, drawings, reports, documents, technology, know-how and information (regardless of form and specifically including any electronic data irrespective of how it is held or stored) relating to the business of each party and disclosed to each other at any time either in contemplation of or otherwise in connection with these Member Rules and either before or after the date of these Member Rules. Reference to Confidential Information includes a reference to any part of the Confidential Information.

“Credit Card Transaction or Card Transaction” means a Transaction where the details of a MasterCard or Visa Card have been presented and the Transaction is processed using the Billzy Payment Platform. This definition applies even where the ultimate destination of a MasterCard or Visa Card Transaction may be a deposit account.

“Credit Card Scheme Rules” means the relevant rules and

regulations which regulate participants in the respective Card Schemes, as amended or varied from time to time.

“Customer(s)” means a Cardholder or other person making a payment to a Member as a customer through or using the Services.

“Data Security Standards” means the data security standards mandated by the Card Schemes for the protection of the Cardholder details and Transaction information (including the Payment Card Industry Data Security Standards (PCI-DSS) and the Payment Application Data Security Standard (PA-DSS), issued by the Payment Card Industry Security Standards Council, as amended from time to time), and any additional standards of which Global advises Billzy from time to time.

“Debit Payment” means a particular transaction where a debit is made.

“Fee Schedule” means the fees and charges payable by the Member to Billzy set out in **Schedule 5** of these Membership Rules which may be varied from time to time by Billzy.

“Global” Global Payments Australia 1 Pty Ltd (ABN 26 601 396 543).

“GST” has the meanings given to those terms in *A New Tax System (Goods and Services Tax) Act 1999*, as amended from time to time.

“Insolvency Event” means, in respect of a Person:

- (a) the Person is, presumed or taken to be unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, begins negotiations with one or more of its creditors with a view or rescheduling any of its debts;
- (b) a moratorium is declared in respect of any debts of the Member;
- (c) any corporate action, legal proceedings or other procedure or step is taken in relation to any of the following:
 - (i) the suspension of payments, a moratorium of any debts, winding up, liquidation, dissolution, administration or reorganisation (by way of a formal or informal arrangement or compromise or otherwise) of the Person;
 - (ii) a composition, assignment or arrangement with any creditor of the Person;
 - (iii) the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, receiver and manager, administration or reorganisation (by way of a formal or informal arrangement or compromise or otherwise) of the Person;
 - (iv) enforcement of any security interest over any property of the Person, where that property has an aggregate value of at least \$1,000,000;
 - (v) any expropriation, attachment, sequestration, distress or execution affects any property of the Person having an aggregate value of at least \$1,000,000 and is not discharged within five business days; or
 - (vi) an order or judgment requiring the Person to pay an amount in excess of \$1,000,000 is not complied with within five business days (unless, in good faith, Billzy or the Member (as applicable) appeals

against the order or judgment).

“Law” includes any law, statute, regulation, ordinance, proclamation, by-law, statutory instrument or order, rules or codes of conduct issued by regulatory bodies.

“Manual” means any material or practical operating instructions that Global make available to Billzy and which Billzy may onforward to the Member or otherwise make available on the Billzy website from time to time.

“MasterCard” means MasterCard International Incorporated.

“MCC” means the “Merchant Category Code” or four-digit number assigned by a Card Scheme in relation to a Card.

“Member” means a Person whose Member Application has been accepted by Billzy and who Billzy nominates to Global to use a Merchant Facility in accordance with these Member Rules.

“Member Account” means the account nominated by the Member and approved by Billzy for acceptance of credit and debit entries under these Member Rules and for related purposes.

“Member’s Bank Account” means the bank account nominated by the Member from which Billzy is authorised to arrange for funds to be debited or credited.

“Member Application” means an application to use the Services available to members on the Billzy Payment Platform, submitted online through the Billzy website or other means made available by Billzy from time to time, which must be completed by an applicant and submitted to Billzy for approval.

“Member Rules” means this document together with all written amendments or modification from time to time and the Schedules, as well as any brochures that Global provides to Billzy or the Members or makes available to Billzy or the Members via the Global website.

“Merchant Facility” means the facility made available to Billzy for the benefit of the Member to enable the Member to accept payments using Cards.

“Member’s Financial Institution” means the financial institution providing the Member’s Bank Account.

“MSF” means the Members service fee payable by the Member being the amount charged as a % of the gross dollar value processed by Billzy via the Merchant Facility.

“Payment Facilitator Agreement” means the “Payment Facilitator Agreement” between Global and Billzy dated 4 January 2021.

“PCI PA-DSS” means Payment Card Industry Payment Application Data Security Standards, developed and updated by the PCISSC from time to time, and applying to software vendors and other vendors developing payment applications that store, process or transmit Cardholder Data, as part of an authorisation or settlement process, where these payment applications are sold, distributed, or licensed to third parties.

“PCI PTS” means Payment Card Industry PIN Transaction Security.

“PCIDSS” means Payment Card Industry Data Security Standards. This refers to the data security standards mandated by Visa and MasterCard to facilitate protection of Cardholder payment data from unauthorised access, which is applicable to any person who stores, processes or transmits Card data

regardless of that storage or transmittal device.

“PCISSC” means the Payment Card Industry Security Standards Council, being a not-for-profit organisation responsible for the development of the PCIDSS, the PCI PTS and the PCI PA-DSS standards.

“Person” includes an individual, firm, body corporate, unincorporated body or association, partnership, joint venture and any government agency or authority.

“PPSA” means the *Personal Property Securities Act 2009* (Cth).

“Privacy Laws” includes the Privacy Act 1988 (Cth) (as amended and supplemented) (Privacy Act), the Australian Privacy Principles contained within the Privacy Act, the privacy policy as published by Billzy on the Billzy website from time to time all other applicable privacy laws.

“Recurring Transaction” means when the Member is authorised to make regular drawings on a Card at predetermined intervals (such as monthly or quarterly, but not to exceed one year between Card Transactions) with the Cardholder’s written authority.

“Related Bodies Corporate” has the meaning given to it in the *Corporations Act 2001* (Cth).

“Relevant Laws” means any:

- (a) statute, ordinance, code or other law including regulations and other instruments under them;
- (b) code of practice, guidelines or standards issued by relevant regulators or industry bodies, whether or not having the force of law; and
- (c) Card Scheme Rules (including the Consumer Electronic Clearing System (CECS) Regulations,

applicable to the Confidential Information, the provision of the Billzy services and any other obligation to be performed by either party under these Member Rules.

“Rules” means the Card Scheme rules set by Card Schemes from time to time including the EPAL Scheme Rules.

“Secure Socket Layer” (SSL) means the encryption technology used on a server that encrypts important data such as credit Card numbers and other information when it is being stored or passed from one computer to another.

“Security Interest” includes any security interest under the PPSA, mortgage, pledge, lien, charge, hypothecation, trust arrangement, title retention arrangement or other security interest or encumbrance.

“Sensitive Authentication Data” includes any full magnetic stripe, PIN verification or code otherwise known as CAV, CVC, CVC2, CVV, CVV2, PVV, PIN and PIN Block data.

“Services” means any services, including via the App, the Q Wallet, any sites located on the Q Wallet browser and web sites provided by BPS that are provided to You.

“Transaction” includes a Debit Payment and Credit Card Transaction.

“Tri-Party Agreement” means the agreement entered into between Billzy, Global and a Member, and set out in **Schedule 6**, (in respect of Billzy’s delivery of the Services involving Card Schemes to Members) in the event a Member accepts a card

dollar volume which exceeds \$1 million per annum.

“**Visa**” means Visa Inc.

“**Web Hosting Provider**” means the provider of web hosting services that hosts or otherwise assist a Member to make their web page available on the world wide web.

2. Interpretation

The following rules apply unless the context requires otherwise:

- 2.1. headings are for convenience only and do not affect interpretation;
- 2.2. a reference to a clause, schedule, annexure or exhibit is a reference to a clause of or a schedule, annexure or exhibit to these Member Rules;
- 2.3. the singular includes the plural and vice versa;
- 2.4. a reference to a person includes an individual, corporation, trust, partnership, unincorporated body or other entity whether or not it comprises a separate legal entity;
- 2.5. a reference to a party to these Member Rules includes the party's successors and permitted substitutes or assigns;
- 2.6. a reference to these Member Rules is to these Member Rules as amended, novated, supplemented or replaced from time to time except to the extent prohibited by these Member Rules or that other agreement or document;
- 2.7. a reference to conduct includes, without limitation, an omission, statement or undertaking whether or not in writing;
- 2.8. a reference to “writing” includes any means of reproducing words in a tangible and permanently visible form and, where the parties agree specifically to the giving of notices and communication by facsimile transmission;
- 2.9. a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- 2.10. mentioning anything after include, includes or including does not limit what else might be included;
- 2.11. a sale includes both the supply of goods or the supply of services or both; and
- 2.12. reference to any time is Brisbane time.

3. Term

- 3.1. The Member agrees to be bound by these Member Rules from the Commencement Date until such time the Member either notifies Billzy that it is foregoing its membership, the Member is notified by Billzy that it is no longer a Member due to some default on the part of the Member or the Member's membership is terminated in accordance with these Member Rules.
- 3.2. Notwithstanding any other provision in these Member Rules, Billzy may terminate the Member's membership without prejudice to Billzy if Global no longer provides a Merchant Facility to Billzy for the benefit of the Members or for the benefit of the Member as notified by Global to Billzy.

4. Nomination and Obligations of Members

- 4.1. In order to become a Member, a Person must fully, truthfully, and accurately complete the Member Application and submit that Member Application to Billzy for approval.
- 4.2. Billzy will access the Member Application but the final approval will rest with Global as to whether the Person is accepted as a Member.
- 4.3. Each Person applying to become a Member acknowledges that Global may require Billzy to make a separate written application to Global for each Person that would like to gain the benefit of a Merchant Facility.
- 4.4. Each Person submitting a Member Application acknowledges that Global has sole responsibility for, and sole discretion to, approve or reject any Member Application.
- 4.5. Prior to submitting a Member Application to Billzy, or providing any information about it, the Person submitting the Member Application must give its consent permitting Billzy to disclose that information to Global and permitting Global to:
 - 4.5.1. use that information to contact the prospective Member regarding Global products and services or that of its third party affiliates; and
 - 4.5.2. perform checks on the prospective Member to ensure that the prospective Member is able to satisfy any obligation that Billzy or Global may impose in order for Billzy to meet its obligations under the Payment Facilitator Agreement.
- 4.6. If Global approves a Member Application or declines a Member Application, then Billzy will promptly notify the relevant Person as to whether its application has been approved or declined.
- 4.7. Once approved the Member must provide Billzy with all the necessary information and documents relevant to the Member, the Services and the Member's customers to enable Billzy to

perform the Services.

- 4.8 Once approved the Member must promptly notify Billzy of any change in its financial position which will, or is reasonably likely to, affect Billzy's ability to perform its obligations to Global.
- 4.9 The Member agrees to promptly notify Billzy of all enquiries or complaints by the Member's customers in respect of transactions and the Services.

5. Commencement and Provision of a Merchant Facility to a Member

The Member acknowledges that each Merchant Facility established must be operated in accordance with these Member Rules and the requirements of Schedule 2.

6. Prohibited Changes to Member without Consent

- 6.1. The Member warrants that it will not whilst it is a member make any change in the following without first notifying Billzy in writing of that change and receiving the written consent from Billzy for that change:
 - 6.1.1. the ownership or effective control of the Member;
 - 6.1.2. the principal business activities of the Member;
 - 6.1.3. the types of goods or services that the Member supplies to its customers or clients;
 - 6.1.4. supply goods or services outside of Australia without Billzy's consent;
 - 6.1.5. accept payment for goods or services that have been supplied to a Cardholder by a third party; or
 - 6.1.6. knowingly submit any transaction that is illegal or that should have known was illegal;
- 6.2. The Member acknowledges and agrees that Billzy cannot give its consent to the change without first notifying Global in writing of that change and receiving Global's written consent for that change.
- 6.3. Consent may be withheld by Billzy, acting reasonable and subject to any consent required from Global first being obtained.
- 6.4. Without limiting the rights of Billzy under these Member Rules, if the Member undertakes any of the changes referred to in clause 6.1, the Member must reapply with, and be approved by, Billzy to receive the Services.

7. Transactions

- 7.1. The Member must:
 - 7.1.1. only accept valid Cards and instigate Transactions in accordance with these Member Rules and any other practical operating instructions Billzy

provides to the Member from time to time; and

- 7.1.2. accept and instigate Transactions in Australian dollars only.
- 7.2. The Member will not instigate any Transaction:
 - 7.2.1. representing refinancing or transfer of an existing Cardholder's financial obligation to Billzy or any other Member (whether or not Billzy or the Member considers that the obligation is uncollectible); or
 - 7.2.2. as an alternate way of accepting payment due to the dishonour of a Cardholder's personal cheque.
- 7.3. The Member must not, under any circumstances, request that the Cardholder provide the Member with the Cardholder's Card and/or PIN number for the Member to retain. The Member may only retain a Cardholder's Card if Billzy has advised the Member that Global has requested the Member to do so. Without limiting the other obligations in these Member Rules, the Member will not, disclose (unless required by these Member Rules or by Law), buy, sell or exchange a Cardholder's name or Card details to any person.
- 7.4. Under no circumstances will the Member store Sensitive Authentication Data of another Member.
- 7.5. Under no circumstances should the Member request that the Member's client provide Credit Card details via email for payment of the provision of goods and/ or services. Should such details be provided to the Member, the Member must not use this information to provide goods and/or services and must immediately securely destroy these details.
- 7.6. The Member acknowledges that neither Global nor Billzy will be responsible or liable for any delay that might occur in the processing of payments or any lost Transactions that might occur where the Merchant Facility is not available for any reason. This includes instances where cash-out Transactions are not available.
- 7.7. If the Member participates in the storage of Card payment details, then the Member must fully comply with the PCIDSS. Billzy will promptly advise the Member on the volume of Transactions permitted to be processed.
- 7.8. The Member warrants that it:
 - 7.8.1. will at all points of Cardholder contact, prominently and unequivocally inform the Cardholder of the Member's identity so that the Cardholder can readily distinguish the Member from any supplier of goods or services to other third parties;
 - 7.8.2. will not, either directly or indirectly, process any Transaction to Billzy which does not originate from a Transaction between the Member and a Cardholder to whom the Member has actually supplied the goods and or services for which the Card was used in payment unless the Member has been approved by Billzy to process pre-payment Transactions and the Cardholder has expressly authorised the Transaction;
 - 7.8.3. will not split a Transaction into two or more

Transactions on the same Card to avoid having to obtain an Authorisation. The Member will not be considered to be avoiding having to obtain an Authorisation by splitting a Transaction when the Cardholder bills a portion of the Transaction to a Card and pays the remaining balance by cash or cheque or where facilitated using the Billzy Split service available on the Billzy Payment Platform.

- 7.9. The Member agrees to the following:
 - 7.9.1. Global is permitted to automatically process Transactions pursuant to these Member Rules in accordance with the business rules set out in Schedule 1;
 - 7.9.2. Global will not be required to act on any request to change the business rules set out in **Schedule 1** unless Global receives a written request signed by both Billzy and the Member for such a change and acknowledgement that Global will not be liable or responsible for any cost or other loss arising out of, or in connection with, any delays in agreeing to such request and making such changes.
- 7.10. Global, Billzy and the Member agree to enter into a Tri-Party Agreement in the event the Member accepts a card dollar volume which exceeds \$1 million. For the avoidance of doubt, notwithstanding Billzy being a party to the Tri-Party Agreement, will continue to perform the Services and provide the Services to the Member.

8. Invalid Transactions

- 8.1. A Transaction is invalid if:
 - 8.1.1. it was processed after the Member's membership is terminated or whilst it was suspended in accordance with these Member Rules;
 - 8.1.2. the Transaction is split into two or more Transactions on the same Card or over two or more cards, other than through use of the Billzy Split product, to avoid having to obtain an Authorisation for the total amount of the sale (each Transaction will be invalid);
 - 8.1.3. the Card relating to the Transaction is not current at the time of the Transaction;
 - 8.1.4. the Card was used without the Cardholder's authority;
 - 8.1.5. the Transaction did not originate from an act between the Member and the Cardholder;
 - 8.1.6. it is a Credit Card Transaction and:
 - 8.1.6.1. it is not for the supply of goods or service to a genuine customer;
 - 8.1.6.2. it represents a transfer of funds, not supply of goods or services;
 - 8.1.7. it was submitted as a Transaction authorised by Global where an Authorisation was never obtained from or given by Global;
 - 8.1.8. the Member is unable to demonstrate the validity of the Transaction to both Billzy's and Global's satisfaction;

- 8.1.9. the Member does not observe the obligations set out in these Member Rules in relation to the Transaction; or
- 8.1.10. Global advises Billzy that Global deems the Transaction to be invalid for any reason Global so determines.

- 8.2. A telephone, Internet or mail order Transaction is invalid if the Transaction is not authorised by the Cardholder, or in the case of a standing authority, the authority has expired or was cancelled prior to the Transaction. The Member acknowledges that authorisations obtained provide no guarantee that the person providing the Card details is the Cardholder.
- 8.3. The Member acknowledges and agrees, that Global may refuse to accept, or may Chargeback, any Transaction if:
 - 8.3.1. the Transaction is invalid or Global considers it to be invalid;
 - 8.3.2. the Cardholder claims the Transaction is invalid or disputes liability for any reason;
 - 8.3.3. The Member processes a cancelled Recurring Transaction;
 - 8.3.4. the Cardholder asserts a claim for set-off or a counterclaim.
- 8.4. The Member acknowledges that Chargebacks may be processed to the Member's Account up to 18 months after the date of the original Transaction.
- 8.5. The Member undertakes to abide by industry best practices to minimise fraud and chargebacks as set out in any Manuals from time to time.

9. Surcharging

- 9.1. The Member must:
 - 9.1.1. charge a Cardholder a price for goods and services comparable to the price the Member charges for cash for those goods and services;
 - 9.1.2. honour a Card tendered by a Cardholder for the payment of goods or services to be supplied by the Member to the Cardholder in accordance with these Member Rules;
 - 9.1.3. clearly disclose any surcharges that might apply before processing the Transaction, if the Member charges a fee for Transactions;
 - 9.1.4. include any surcharge in the relevant Transaction and not process as a separate Transaction;
 - 9.1.5. limit the cost of the surcharge to the permitted surcharge as defined by the Reserve Bank of Australia in a standard or other instrument as updated; and
 - 9.1.6. before a Transaction is completed, allow the Transaction to be cancelled, without the Cardholder incurring any cost after advising the Cardholder of the total Transaction amount.
- 9.2. The Member acknowledges that Card issuers may from time to time change the classification of a Card (i.e.

standard or premium) and, as a result when applying a surcharge rate to a Cardholder, it cannot be guaranteed that the classification of the Card on which the Member has based the surcharge will be the same as the classification on which the Member is charged a merchant service fee in relation to the same Transaction.

10. Cost of acceptance reporting

10.1. This clause is intended to give effect to Standard No. 3 of 2016 as amended or replaced issued by the Reserve Bank of Australia under section 18 of the *Payment Systems (Regulation) Act 1998* (Cth) (Standard). For the purposes of this clause capitalised terms have the same meaning as in the Standard, unless the context requires otherwise.

10.2. On or as soon as practicable after the Commencement Date, Billzy will issue to the Member a written notice advising them of the provisions of the Standard. Such notice must provide sufficient detail to allow the Member to understand the provisions of the Standard.

10.3. Billzy will issue monthly statements to the Member as soon as practicable after the end of the period that the statement covers. Each statement must set out:

10.3.1. the dates on which the period covered by the statement begins and ends;

10.3.2. for the relevant period covered by the statement:

10.3.2.1. the aggregate cost of the *Acquirer Supplied Elements* of the *Cost of Acceptance* for Member of:

10.3.2.1.1. *Credit Cards* of each applicable *Credit Card Scheme*, and

10.3.2.1.2. *Debit Cards* and *Prepaid Cards* of each applicable *Scheme Pair*, over the relevant period (each such aggregate being a *Month Element Cost Total*);

10.3.2.2. the aggregate value of Card Transactions processed for the Member for:

10.3.2.2.1. each applicable *Credit Card Scheme*, and each applicable *Scheme Pair* over the relevant period (each such aggregate being a *Month Value Total*); and

10.3.2.2.2. for each applicable *Credit Card Scheme* and each applicable *Scheme Pair*, the *Month Element Cost Total* expressed as a percentage of the corresponding *Month Value Total*;

10.3.3. if it is the last statement covering the end of a *Financial Year*:

10.3.3.1. the aggregate cost of the *Acquirer Supplied Elements* of the *Cost of Acceptance* for the Member over the 12 month period ending on the

last day of the period the statement covers of:

10.3.3.1.1. *Credit Cards* of each applicable *Credit Card Scheme*, and

10.3.3.1.2. *Debit Cards* and *Prepaid Cards* of each applicable *Scheme Pair*, (each such aggregate being an *Annual Element Cost Total*);

10.3.3.2. the aggregate value of Card Transactions processed for the Member for:

10.3.3.2.1. each applicable *Credit Card Scheme*, and

10.3.3.2.2. each applicable *Scheme Pair*, the 12 month period ending on the last day of the period the statement covers (each such aggregate being an *Annual Value Total*); and

10.3.3.3. for each applicable *Credit Card Scheme* and each applicable *Scheme Pair*, the *Annual Element Cost Total* expressed as a percentage of the corresponding *Annual Value Total*.

11. Accounts

11.1. Billzy is permitted to record debit and credit entries to reflect Transactions processed in accordance with these Member Rules.

11.2. The Member acknowledges that Billzy may debit the Member's Account (and the Member authorises Billzy to do so) with the following:

11.2.1. all service charges, fees and other charges set by Billzy and which are notified to the Member from time to time.

11.2.2. all government charges and taxes (including GST) that apply;

11.2.3. any overpayments or credits Billzy has made in respect of Transactions due to errors or omissions;

11.2.4. the value of Transactions which are invalid;

11.2.5. any Chargeback;

11.2.6. any moneys paid by Global to the Member (if applicable) for Card Transactions where Global is investigating the validity of the Transaction or a suspected Chargeback;

11.2.7. any fees, fines or penalties that Global is required to pay to Card Scheme(s) pursuant to the Card Scheme rules as a direct or indirect result of the Member's failure to observe obligations under these Member Rules including any procedures set out in any Manuals and any other practical operating instructions Billzy has provided to the Member;

11.2.8. a Card Transaction not being a valid Transaction or

being charged back to Global or Billzy (as the case may be);

11.2.9. Global's maintenance of the facilities Global supplies to either the Billzy or the Member under the Payment Facilitator Agreement;

11.2.10.all penalties and costs incurred by Global because of an ADC or the Member's non-compliance to the PCIDSS (including any service providers) including but not limited to the cost of all forensic investigations as required by Global or the Card Schemes;

11.2.11.any other money the Member owes either Billzy or Global under these Member Rules; and

11.2.12.reasonable enforcement expenses under these Member Rules, including any amount reasonably incurred using Billzy staff and facilities, in the event of a breach of these Member Rules.

11.3. If Billzy debits a Member's Account in which there are insufficient funds, then the payment may be reversed and the Member will be regarded as not having made the payment.

11.4. Billzy may withhold release of the funds in the Member's Account or withhold or suspend payment of any money that would otherwise be owing to the Member until further notice If Billzy becomes aware that Global has concerns:

11.4.1. about the Member's solvency;

11.4.2. that the Member is involved in a disproportionately high number of Chargebacks or invalid Transactions; or

11.4.3. about the Member or the Member's business.

11.5. The Member acknowledges that Global may appropriate money the Member holds in the Member's Account (where applicable), or any other account with Global, held in the Member's name(s), towards any and all amounts the Member owes Global pursuant to these Member Rules. If Global does this, the balance of the Member Account will reduce by the amount used for this purpose. It is understood that Global will notify Billzy promptly after exercising its right to appropriate money in the Member's Account and Billzy will advise the Member accordingly.

11.6. The Member accepts that Global will record debit and credit entries to reflect Transactions processed in accordance with these Member Rules, where applicable, to the Member's Account. The Member must notify Billzy immediately if the Member Account details (such as, but not limited to, signatories to the Member Account) change.

11.7. The Member is responsible for, reconciling sales and settlements for all Transactions. If the Member has any concerns about any missing amounts, it must, contact Global within 7 days from the date of the Transaction to have it reviewed. Any disputes raised after this time will not be reprocessed.

11.8. The Member is responsible for reconciling the statements that Global sends the Member to ensure that payments to and from the Member Account have occurred in accordance with these Member Rules.

11.9. It is the Member's obligation to check the accuracy of

the statements. If the Member fails to notify Global within 3 months of an incorrect fee being processed, and thus an incorrect amount was debited from the Member Account, or a payment should have been made to the Member, then the Member will have no claim against either Billzy or Global and the account with Global will be deemed settled.

12. Fees, Costs, Taxes and Expenses

12.1. The Member will pay the fees and charges set out in the Fee Schedule as outlined in **Schedule 5**.

12.2. The Member acknowledges that the Fee Schedule is based in part upon what is detailed in the Payment Facilitator Agreement and as such Global has the right to review from time to time the Fee Schedule.

12.3. Billzy may upon giving 28 days' notice to the Member vary the Fee Schedule to take account of any increase in costs incurred by Billzy in its business operations, including any alterations to any fees charges by Global to Billzy.

12.4. If Global does review the fees and charges payable under the Payment Facilitator Agreement and advises Billzy accordingly then Billzy will promptly notify the Member of such changes in accordance with these Member Rules.

12.5. The Member must pay:

12.5.1. all stamp, transaction and other similar duties, taxes and charges in relation to becoming a Member under these Member Rules or any document related to these Member Rules to which it is a party. The Member must also pay all fines and penalties unless they result from a failure by Billzy to lodge a document for stamping in sufficient time, having received from the Member the amount of stamp duty in good time;

12.5.2. all costs and expenses incurred by Billzy in enforcing its rights under these Member Rules; and

12.5.3. GST.

12.6. Unless stated otherwise in the Fee Schedule, the amounts payable to Billzy under these Member Rules include any GST.

12.7. To the extent that anything done or to be done under or in connection with these Member Rules by Billzy constitutes a taxable supply for the purposes of any GST legislation, the amounts expressed elsewhere in these Member Rules as payable or to be provided in relation to that supply will automatically include the additional amount on account of GST. Such amount will have been calculated by multiplying the value of the non-taxed amount payable or to be provided by Billzy for the relevant taxable supply by the prevailing GST rate. Any additional amount paid or payable

12.8. on account of GST shall be calculated and shall be payable by the Member without any deduction or set-off of any amount payable by Billzy to the Member.

12.9. If, after a supply is made under these Member Rules, it is determined on reasonable grounds that the amount

of any GST paid or payable by Billzy to the Commissioner of Taxation on that supply differs for any reason from the amount of GST recovered from the Member, the amount of GST recovered or recoverable from the Member shall be adjusted by Billzy repaying to the Member the amount of the overpayment or by the Member paying to Billzy the amount of the underpayment, (as the case may be).

13. Direct Debit Transactions

- 13.1. On becoming a member, the Member authorises Billzy to arrange for funds to be directly debited from the Member's Bank Account. This authorisation may be revoked on the provision of 28 days prior notice to Billzy, following which direct debit services will no longer be available to the Member.
- 13.2. Billzy will only arrange for funds to be debited from the Member's Bank Account as authorised by the Member.
- 13.3. Billzy may arrange for funds to be debited from the Member's Bank Account if Billzy has sent to the Member a statement of account which specifies the amount payable by the Member to Billzy and when it is due.
- 13.4. If the debt day falls on a day that is not a Banking Day, Billzy may direct the Member's Financial Institution to debit the Member's Bank Account on the following Banking Day. If the Member is unsure about which day the Member's Bank Account has or will be debited the Member should ask the Member's Financial Institution.
- 13.5. The Member agrees that Billzy may vary the details of these provisions concerning direct bank transactions including a direct debit at any time by giving the Member at least 14 days notice.
- 13.6. Notice given under clause 13.2 will be in writing and given in accordance with clause 23.
- 13.7. The Member may change, suspend or cancel a Debit Transaction by notice on the following basis:

Type of request	Time Frame	Notification Method
Cancelling or stopping a Debit Payment request	30 days/no greater than 14 days prior notice	In writing to contact@billzy.com
Suspending or deferring a Debit Payment	30 days/no greater than 14 days prior notice	In writing to contact@billzy.com
Changing the Member's authorised account for direct debit payments.	30 days/no greater than 14 days prior notice	In writing to contact@billzy.com

- 13.8. It is the Members responsibility to ensure that there are sufficient clear funds available in the Member's Bank Account to allow a Debit Payment to be made in accordance with this clause 13.
- 13.9. If there are insufficient clear funds in the Member's Bank Account to meet a Debit Payment:
 - 13.9.1. the Member may be charged a fee and or interest by the Members Financial Institution;
 - 13.9.2. the Member may also incur fees or charges imposed or incurred by Billzy or Global; and

- 13.9.3. the Member must arrange for the Debit Payment to be made by another method or arrange for sufficient funds to be in the Members Account by an agreed time so that Billzy can process the Debit Payment.

- 13.10. If the Member believes that there has been an error in debiting the Member's Bank Account, the Member must notify Billzy directly by emailing the Member's concerns to contact@billzy.com and confirm that notice with Billzy as soon as possible so that Billzy can resolve the Member's query more quickly. Alternatively, the Member's Financial Institution can be contacted directly.
- 13.11. If Billzy concludes as a result of its investigation that the Member's Bank Account has been incorrectly debited Billzy will respond to the Member's query by arranging for the Member's Financial Institution to adjust the Member's Bank Account (including interest and charges) accordingly. Billzy will also notify the Member in writing of the amount by which the Member's Bank Account has been adjusted.
- 13.12. If Billzy concludes as a result of the investigation that the Member's Bank Account has not been incorrectly debited Billzy will respond to the Member's query by providing the Member with reasons and any evidence for this finding in writing.
- 13.13. It is the Member's responsibility to check:
 - 13.13.1. with the Member's Financial Institution whether direct debiting is available from the Member's Bank Account, as direct debiting is not available on all accounts offered by financial institutions;
 - 13.13.2. the Member's Bank Account details which the Member has provided to Billzy are correct by checking them against a recent account statement; and
 - 13.13.3. with the Member's Financial Institution before completing the Member Application or changing direct debit details and, if the Member has any queries, clarifying such queries with the Member's Financial Institution.

14. BPAY Transactions

- 14.1. The Member must:
 - 14.1.1. provide all necessary information, authorisations and consents:
 - 14.1.1.1. to enable the Member's Financial Institution to effect BPAY Transactions and implement Adjustments (where required) in relation to the Member;
 - 14.1.1.2. which are required to use the Member's name in reports or lists prepared or published by BPAY; and
 - 14.1.1.3. to enable Billzy to comply with its obligations with the Member's Financial Institution;
 - 14.1.2. do all things necessary to give effect to the authorisations and consent in clause 14.1.1, including executing any documents and making all

relevant disclosures to and obtaining necessary consents from its customers and otherwise assist the Member's Financial Institution to accept BPAY Transactions from the Member's customers and credit and debit the Member's Bank Account all amounts contemplated by the Member's membership;

- 14.1.3. not give Billzy or the Member's Financial Institution any instructions or directions which are inconsistent with any authorisations it provides to the Member's Financial Institution;
- 14.1.4. provide to Billzy all information reasonably requested by Billzy, including those relating to the billing arrangements with its customers, and notify Billzy of any changes to those details;
- 14.1.5. not make any warranty or representation in respect of goods or services they supply which may bind the Member's Financial Institution, BPAY, or any other participant in BPAY;
- 14.1.6. correctly credit to, or debit from, its customers the amount of each BPAY Transaction and Adjustment, including as recorded on the BPAY Information Files if such files are to be delivered directly to the Member in accordance with clause 14.1.6; and
- 14.1.7. notify Billzy or the Member's Financial Institution promptly if, for any reason, it becomes aware that it is unable to apply BPAY Transactions and Adjustments in accordance with clause 14.7.
- 14.2. The Member's participation in BPAY must not bring BPAY, Global or Billzy into disrepute.
- 14.3. The Member acknowledges and agrees that:
 - 14.3.1. BPAY Transaction instructions received by the Member's Financial Institution after the BPAY Transaction cut-off time will be processed on the next Banking Day;
 - 14.3.2. the Member's Financial Institution will not be liable to the Member if for any reason beyond the Member's Financial Institution's control it does not receive the funds in respect of a BPAY Transaction which the Member's customers have effected using BPAY; and if the Member's Financial Institution has already credited the relevant Member's Bank Account with the relevant funds, it may debit the Member's Bank Account for the corresponding amount by way of an Adjustment; and
 - 14.3.3. delays may occur in the processing of BPAY Transactions for various reasons including because of public or bank holidays, BPAY Transaction instructions being received after the BPAY Transaction cut-off time, Billzy or another Member's Financial Institution not complying with its obligations to BPAY, or a Member failing to comply with any obligations under these Member Rules.
- 14.4. The Member must treat a BPAY Transaction as having been received by it on the day its customer gives the relevant direction to the customer's Member's Financial Institution to effect that relevant BPAY Transaction. However, if a customer gives a BPAY Transaction direction to its Member's Financial Institution after the relevant BPAY Transaction cut-off time, then the Member may treat the

BPAY Transaction as having been received the next Banking Day.

- 14.5. The Member must establish and maintain:
 - 14.5.1. the Member's Bank Account which is acceptable to the Member's Financial Institution for the purpose of BPAY Transactions; and
 - 14.5.2. the Member's Financial Institution will make BPAY Transactions and effect Adjustments relating to the Member to and from that Member's Bank Account.
- 14.6. Where BPAY Information Files are sent directly to the Member:
 - 14.6.1. the Member's Financial Institution will prepare and provide directly to the Member, BPAY Information Files for transactions involving the Member; and
 - 14.6.2. the Member must establish and maintain adequate procedures and systems for promptly receiving and processing BPAY Information Files and to generate sufficient records to allow transactions through BPAY to be traced, checked and, if an error occurs, to be identified and adjusted.
- 14.7. Adjustments
 - 14.7.1. The Member acknowledges that Adjustments will be processed in accordance with Billzy's contractual arrangements with Global and BPAY.
 - 14.7.2. The Member must immediately notify Billzy if it becomes aware:
 - 14.7.2.1. that it has received a BPAY Transaction in error;
 - 14.7.2.2. of any processing error, mistaken BPAY transaction or an unauthorised transaction involving a BPAY Transaction which is processed or received by or on behalf of the Member; or
 - 14.7.2.3. of any other delays or mistakes in processing a BPAY Transaction relating to the Member;
 - 14.7.3. The Member must use best endeavours to assist Billzy, Member's Financial Institution, BPAY and BPAY's service providers in effecting any Adjustment for a BPAY Transaction that has been processed or received by the Member and which is required to be adjusted in accordance with the Billzy's master-biller arrangement with BPAY, including (where relevant) by confirming whether all or some of the funds which are the subject of an Adjustment are available in the relevant Member's Bank Account.
 - 14.7.4. The Member must, if the Member's Financial Institution or Billzy notifies the Member of a processing error or an alleged mistaken BPAY Transaction or unauthorised transaction relating to the Member, immediately prevent the withdrawal or other application of funds held by the Member which comprises the original BPAY Transaction (to the extent not already paid out by the Member to another party) until resolution of the matter.
 - 14.7.5. The Member must keep its customers informed of the progress of all investigations and Adjustments.

However, the Member is not required to notify its customers if the Member, Billzy or the Member's Financial Institution reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation or BPAY more broadly.

- 14.7.6. The Member must not deny any legitimate requests for Adjustments unless it has a genuine ground for refusing to do so. If the Member wishes to deny a request for an Adjustment, it must provide evidence to the reasonable satisfaction of the Member's Financial Institution demonstrating why the Adjustment should not be made.
- 14.7.7. If the Member does not respond to a query in relation to investigations or Adjustments within two Banking Days of that query (or seven Banking Days in the case of unauthorised transactions), the Member's Financial Institution may process or arrange for BPAY to process the Adjustment and debit the Member's Bank Account without further enquiry.
- 14.7.8. The Member may initiate a refund to return all or part of a BPAY Transaction which it has processed or received from its customers.
- 14.7.9. The Member must acknowledge that its customers' liability may be limited under the ePayment Transactions Code, as published by the Australian Securities and Investments Commission, where applicable.

14.8. BPAY View

- 14.8.1. BPAY View is a feature through which Billzy enables Members to view, pay and store bills electronically using BPAY through the Billzy Payment Platform. A BPAY View Error means any error in connection with the display of invoices. For example, a BPAY View Error may arise if an invoice fails to display as required (including if it does not display on time or with correct details) or where the invoice displays in circumstances where it should not.
- 14.8.2. If a BPAY View Error occurs the Member must:
 - 14.8.2.1. notify Billzy immediately upon becoming aware of that BPAY View Error.
 - 14.8.2.2. correct the BPAY View Error if responsible for it; and
 - 14.8.2.3. otherwise take all reasonable steps to mitigate the impact of that error, including if necessary by providing a correct invoice to the proper recipient.
- 14.8.3. The Member must not require BPAY Transaction of any affected invoice until the relevant customer has been provided a reasonable period to make BPAY Transaction after the correct details of the invoice are provided to that customer or the customer has otherwise been notified of the amount owing (the Corrected Due Time).
- 14.8.4. The Member acknowledges that the only compensation the Member is entitled to is that the responsible participant (where not the Member) will pay any charges or interest which would ordinarily be payable by the customer if the original

due date for BPAY Transaction was not deferred. These include fees ordinarily charged by the Member for the period from the original due date for BPAY Transaction up to and including the Corrected Due Time, or any other expenses which the Member may incur including under any Law as a result of the BPAY View Error, excluding any indirect, special or consequential loss, costs or damages.

- 14.8.5. If the Member's use of BPAY View is suspended or terminated for any reason without prior notice from Billzy, the Member must:

- 14.8.5.1. notify Billzy of the suspension or termination
- 14.8.5.2. provide all assistance Billzy or any service provider utilised by Billzy reasonably request to notify other affected participants; and
- 14.8.5.3. comply with all other directions Billzy or any service provider utilised by Billzy provide to Member in connection with the Member's suspension or termination from BPAY View, including the content of any notifications the Member makes to its customers.

15. Financing with Butn Products

- 15.1. A Member may apply for access to Butn Products available on the Billzy Payment Platform including ButnPay, ButnX and ButnNow.
- 15.2. Billzy is an introducer to AFC to provide Members the ability to pay an invoice spread over several payments (ButnPay), access single invoice financing (ButnX) or receive advance payment of commissions (ButnNow).
- 15.3. Butn Products are not directly offered by Billzy and a Member must apply to AFC for access to Butn Products available on the Butn Platform.
- 15.4. If a Member selects ButnPay, ButnX or ButnNow, the Member is deemed to have consented to Billzy passing on commercial information to AFC under the terms and conditions and in accordance with Billzy's privacy policy. Billzy will not otherwise take any part in the assessment of an application or delivery of the Butn Product.
- 15.5. Members considering this service should review the ButnPay Agreement, ButnX Agreement or ButnNow Agreement (as relevant) and obtain separate legal advice prior to making any decision as to whether that product is right for their business.
- 15.6. A Member must have an ABN to access Butn Products and warrants that in utilising any monies available through Butn, those monies will only be used for business purposes.
- 15.7. A Member wishing to access ButnX must ensure that the invoice being submitted to AFC for funding is an assignable invoice able to be assigned by the Member to any person.

16. Financing with Billzy Cash

- 16.1. A Member may apply for business finance through Billzy Cash, available on the Billzy Payment Platform.
- 16.2. Finance obtained through Billzy Cash is available for

business purposes only. To be eligible a Member must have an ABN.

- 16.3. In utilising finance made available through Billzy Cash, the Member warrants monies made available will only be used for business purposes.

17. Discounting through Billzy Deal

- 17.1. The Billzy Deal product allows Members to agree to apply a discount to an invoice if paid early. The offer to use Billzy Deal may be made by:

- 17.1.1. the Member issuing the invoice at the time of issue;
- 17.1.2. the Member issuing the invoice at any time after issue but prior to the original date payment is due; or
- 17.1.3. the Member receiving an invoice at any time up to or including the original due date for payment.

- 17.2. An offer or request made under clause 17.1 may be withdrawn by the Member making the offer any time prior to acceptance by the other Member. An offer may be accepted, declined or counter-offered by the Member receiving the offer.

- 17.3. Agreement by the Parties

- 17.3.1. A Member using the Billzy Deal product acknowledges and agrees that the terms of the invoice are amended on the basis of the terms set out in the offer or counter-offer once accepted.
- 17.3.2. Acceptance of an offer or counter-offer is deemed to have occurred upon a Member accepting or facilitating payment of the discounted invoice amount through the Billzy Payment Platform and prior to the revised due date.
- 17.3.3. Payment of a discounted invoice amount is deemed to have occurred upon a Member initiating payment prior to the revised due date, irrespective of whether the funds related to such payment have been deposited or cleared in the recipient's bank account.

- 17.4. Notification

- 17.4.1. If a Member's offer or request to receive or to pay a discounted payment is accepted by another Member, Billzy will provide confirmation to both Members of the discounted payment amount and earlier payment due date via the Billzy Payment Platform or by other electronic means, including email or notification to the Member's mobile device through the Billzy app.
- 17.4.2. In the event that an offer or counter-offer is withdrawn or declined by a Member, then a similar notification will be provided by Billzy to both Members.
- 17.4.3. If the early payment discount offer or counter-offer is no longer available (for example, if it is withdrawn or has expired), the Members to the now-unavailable early payment discount agree that the original terms of the relevant invoice as first issued remain unchanged and the early payment discount will not apply.

- 17.5. Fees

- 17.5.1. As compensation for facilitating an early payment discount, Billzy charges a percentage of the discount received ("Billzy Deal Fee"). The Billzy Deal Fee is described in Schedule 5.
- 17.5.2. The Billzy Deal Fee is payable by the Member that originally initiated the Billzy Deal negotiation (for example, if a Member issuing an invoice offers a discounted payment amount to another Member in exchange for earlier payment and if that other Member accepts that offer by paying the invoice by the offered earlier payment date, then the Billzy Deal Fee will be payable by the first mentioned Member).
- 17.5.3. Members electing to use Billzy Deal must not attempt to structure the submission or payment of any invoice so as to avoid or reduce the assessment of the Billzy Deal Fee. The Members agree that in such an event, Billzy may calculate the Billzy Deal Fee as though the transaction were completed as contemplated in this clause 17.

- 17.6. Dishonour

In the event the payment instrument used to pay the discounted Invoice amount is dishonoured, the Members agree the early payment discount that was previously agreed are rescinded and the terms of the original invoice shall apply, including the due date and payment amount.

- 17.7. Limitation of Liability

Billzy is not liable for any damages of any kind arising out of any Member's failure to comply with the invoice payment terms revised in connection with the use of Billzy Deal. Billzy further shall not be liable for any damages of any kind arising out of another Member's decision to decline an offer or request for a discount or early payment. Billzy also shall bear no liability for its operation of Billzy Deal, and Billzy makes no representations regarding the availability or continued offering of Billzy Deal.

18. Responsibilities

- 18.1. The Member must provide a complete copy of the Transaction receipt to the Cardholder (unless otherwise stated, for example, contactless Transactions) at the time the purchased goods are delivered, or services performed and advise the Cardholder to retain the receipt as proof that payment has been made. The Transaction receipt may be delivered in either of the following formats:

- 18.1.1. electronic (e.g. email or fax); or
- 18.1.2. paper (e.g. hand-written).

- 18.2. A Transaction receipt must contain the following information:

- 18.2.1. the Member name most recognisable to the Cardholder, such as:
 - 18.2.1.1. merchant "doing business as" name as used on your website;
 - 18.2.1.2. merchant "universal resource locator" (URL) if possible.

- 18.2.2. Transaction type (purchase or credit);
- 18.2.3. Transaction amount, indicated in Transaction currency;
- 18.2.4. Transaction date;
- 18.2.5. Unique Transaction identification number;
- 18.2.6. Purchaser's/Cardholder's name;
- 18.2.7. authorisation code;
- 18.2.8. description of goods and services;
- 18.2.9. return/refund policy, if restricted; and

18.2.10. any cancellation policies.

18.3. The Member will:

- 18.3.1. respond promptly to all customer inquiries, including cancellations and order changes;
- 18.3.2. not do anything that constitutes or encourages a violation of any applicable Law or regulation in Australia or an overseas jurisdiction, including but not limited to the sale of illegal goods or the violation of export controls, obscenity laws or gambling laws;
- 18.3.3. not offer for sale goods or services within the Prescribed Industries, as set out in Schedule 3 or otherwise offer for sale goods or services, or use or display materials, that are illegal, obscene, vulgar, offensive, dangerous, or are otherwise inappropriate as determined by Billzy;
- 18.3.4. not offer for sale goods or services within the Restricted Industries, as set out in Schedule 3, without the prior notice Global has provided its consent;
- 18.3.5. not generate a significant number of complaints for failing to be reasonably accessible to customers; and
- 18.3.6. fulfil customers order in a timely manner or adequately deal with customers' warranty or service requirements.

18.3.7. The Member agrees that it will not return the Cardholder's number to the Cardholder either online or on the Transaction receipt.

18.3.8. If the Person submitting the Member Application is approved as a Member, then the Member consents to Billzy supplying Global with full details of the Member's Web Hosting Provider, Secure Socket Layer (SSL) provider and expiration date of SSL certificate. The Member also permits Billzy to disclose details of all service providers the Member engages with to enable the acceptance of credit Card payments and compliance with PCIDSS. The Member must also ensure that any service providers the Member engages to participate in the payment process has installed a Secure Socket Layer (SSL) which meets Global requirements and that it is renewed prior to its date of expiration.

19. Audit

19.1. The Member acknowledges and agrees that Global or the

Card Schemes may, from time to time, conduct a risk review audit either onsite or offsite with the Member. The audit review may include, but not be limited to, organisational structure, PCIDSS compliance, compliance with Relevant Laws, the Member's operations and processes that support its obligations under these Member Rules, any transactions processed under these Member Rules, the funds flow from the Member to Billzy, payments to the Member and risk and fraud management. Any costs associated with the audit will be borne by the Member. A report of findings will be provided to Billzy and the Member by Global or the relevant Card Scheme.

19.2. This process may require the Member or Billzy to make information available to Global or the Card Scheme, including but not limited to:

- 19.2.1. a full list of all Members, including the Merchant Facility they operate under, their MCC, the volume and value of Transactions processed in the last month and the last twelve months, the date upon which the Member commenced processing Transactions;
- 19.2.2. a copy of all agreements between the Member and Billzy for the Member's use of the Merchant Facility and the Services provided to the Member by Billzy;
- 19.2.3. disbursement records of the Member by requesting the information directly from the Member or by analysing any internal records and information Billzy holds with respect to the Member and the provision of the Services.

19.3. Provided that where such risk review audit requires the provision of information by the Member, the attendance of Billzy, Global or the Card Scheme operator or their respective representatives at the premises of the Member or the provision of assistance by the Member, then Billzy will provide reasonable notice to the Member of the requirement for such information, attendance or need for assistance.

20. Records

20.1. The Member must:

- 20.1.1. maintain and retain in their possession (while complying with all applicable security requirements) their books of account and records (including all Transaction information, copy rolls and other information that these Member Rules requires them to retain) relating to a Transaction for at least 18 months after the Transaction;
- 20.1.2. permit Global to inspect and examine their books of account and records;
- 20.1.3. not sell, purchase, provide or exchange a Cardholder's name or Card number information in any form. This clause shall not prohibit the Member from providing Card number information to Billzy or an agent where required to process Transactions;
- 20.1.4. keep all systems and media containing a Card

number, Cardholder or Transaction information in a secure manner to prevent access by, or disclosure to, anyone other than the Member's authorised personnel or agent processing Transactions. If the item needs to be discarded, the Member must destroy it in a manner which makes the information unreadable;

20.1.5. provide Global with all clear and legible documentation relating to a Transaction when requested and within 14 days of a request or the due date specified in a request, whichever is the earlier. Otherwise Billzy and in particular Global may treat the Transaction as invalid and process a Chargeback to the Merchant Facility;

20.1.6. provide Global with all financial information in relation to their business including but not limited to annual balance sheets and trading results, end of quarter results and a 12-month cash flow projection, in a form acceptable to Global and/or Billzy, when requested;

20.1.7. agrees to Global monitoring Transactions processed via the Merchant Facility.

20.2. The Member must also keep reasonable records about their compliance with these Member Rules including records about when they implemented a variation that Global has agreed to under clause 22 and the Member's compliance with PCIDSS where required. The Member must retain these records for at least 6 years and provide access to these records when either Billzy or Global request.

20.3. The obligations under this clause 20 survives the day on which the Member is no longer a member for any reason.

21. Creditworthiness of the Cardholder

Neither Billzy or Global guarantee the creditworthiness or the correct identity of the Cardholder, irrespective of whether the Transaction is approved or processed.

22. Variations

22.1. If Global varies the Payment Facilitator Agreement, then Billzy may accordingly vary these Member Rules to the same extent. Billzy will notify the Member accordingly of any variation to the extent that variation affects the Member. Use of the Merchant Facility(ies) after notification of any such variation will constitute acceptance of that variation.

Type of Variation	Time Frame	Notification Method
New fee or charge (other than a government charge).	30 days in advance.	In writing or electronically
A new or varied government charge that directly or indirectly affects Billzy or the	In advance of the change, or as soon as practical afterwards, unless the change has	In writing, electronically or through an advertisement in a major newspaper.

Member.	been publicized by a government or representative body	
Any other term or condition (including a variation of fees and charges).	In advance of the date of the change.	In writing, electronically or through an advertisement in a major newspaper.

22.2. Advance notice may not be given in some circumstances, for example, when a change is necessitated by an immediate need to restore or maintain the security of Billzy or Global's systems or where the Member cannot be reasonably located.

23. Communications

23.1. These Member Rules and any other agreements and Manuals may be provided electronically to the Member by Billzy or on the Billzy website.

23.2. Billzy may communicate with Members about the Member's account and Billzy's products and services electronically. Members will be considered to have received a communication from Billzy:

23.2.1. If delivered electronically, 24 hours after the time it was sent by email to the Member; or

23.2.2. if delivered by mail, two Banking Days after it was sent by Billzy.

23.3. Unless otherwise stated in these Member Rules, notices to Billzy in relation to these Member Rules must be sent by postal mail to:

Uni 1/13 Merritt Street, Capalaba Qld 4157
Australia

23.4. Queries may be directed to Billzy by the means provided on the Billzy website:
<https://billzy.com/contact/>

23.5. All notices, requests, demands, consents, approvals, agreements, or other communication by a Member will be deemed to be duly given or made two Banking Days after the date of posting.

24. Other Warranties and Indemnities

24.1. The Member must not make any warranty or representation whatsoever in relation to any of its goods or services which may bind either Billzy or Global.

24.2. The processing of any Transaction through a Merchant Facility will constitute warranty by the Member to both Billzy and Global that:

24.2.1. all particulars are true;

24.2.2. the Transaction is valid; and

24.2.3. the Transaction is not subject to any dispute, set-off or counterclaim.

24.3. The Member indemnifies Billzy on demand against all losses, expenses, costs (including legal costs on a full indemnity basis), liability and damages Billzy may suffer arising directly or indirectly as a result of:

- 24.3.1. the Member's failure to observe the Member's obligations under these Member Rules including any procedures set out in these Member Rules and any Manuals and other practical operating instructions Billzy has provided to the Member;
- 24.3.2. the Member's failure to do or not do, as the case may be, something contemplated by these Member Rules and any other practical operating instructions Billzy provides to the Member;
- 24.3.3. any dispute between the Member and a Cardholder;
- 24.3.4. any liability arising from a Chargeback;
- 24.3.5. any error, negligence, misrepresentation or fraud on the part of the Member or their servants, agents, employees or contractors; and
- 24.3.6. any fees, fines or penalties that Billzy is required to pay to Global because Global is required to pay pursuant to the rules, by-laws or regulations of any Card Scheme that Global is a member of or participates in, as a direct or indirect result of Member's failure to observe any of the procedures, requirements or obligations required to be complied with under any Card Scheme, provided that the loss or liability is not caused by any fraud, negligence or wilful default on the part of Billzy or Global, or their respective employees, agents and sub-contractors. For the purpose of this clause neither Billzy or Global shall be taken to have been negligent if they acted as required or contemplated by these Member Rules or at the express request or direction of the Member.

24.4. Each indemnity given by the Member under these Member Rules is a continuing obligation and continues after these Member Rules end. It is not necessary for Billzy to incur expense or make payment before enforcing the relevant indemnity.

24.5. Each warranty given by the Member under these Member Rules are also taken to be made and given on each day that these Member Rules continues.

24.6. With the exception of any terms, conditions, rights or warranties that are implied by Law in these Member Rules and may not legally be excluded, Billzy gives no warranty or representation in respect of any Transaction, hardware or software, and all other terms, conditions or warranties, whether expressed or implied, are expressly excluded.

24.7. The Member acknowledges, that both Billzy's and Global's liability for breach of any condition, right or warranty that cannot be excluded from these Member Rules by Law is limited to the re-performance of the Transaction.

24.8. The Member represents and warrants as follows:

- 24.8.1. **(Status):** It is a corporation validly existing under the Laws of the place of its incorporation and it has become a member in its own right and not as a trustee of any trust or as an agent on behalf of any

other entity.

24.8.2. **(Power):** It has all the necessary power to enter into and perform its obligations under these Member Rules, to carry out the transactions contemplated by these Member Rules and to carry on its business as now conducted or contemplated.

24.8.3. **(Authorisations):** All necessary resolutions have been duly passed and all consents, approvals and other procedural matters, as required by its constitution and the *Corporations Act, 2001* (Cth), in relation to the execution, delivery or performance by it and the validity and enforceability of these Member Rules and the transactions contemplated by these Member Rules have been obtained or effected. It holds all regulatory licences, authorisations and approvals required to lawfully comply with these Merchant Rules.

24.8.4. **(Transactions permitted):** In executing and in giving effect to these Member Rules it has not contravened and will not contravene or violate in any respect a provision of a Relevant Law or a judgement, ruling, order, decree, guideline or directive issued by any Government Agency; any legislative requirement nor any provision of its constitution, or any deed, agreement or other document to which it is a party.

24.8.5. **(Information provided):** All information provided to Billzy is true and accurate. Including information about its transactions which Billzy transmits to Global or arranges to be transmitted to Global has been obtained and is provided in accordance with the terms of these Member Rules.

24.8.6. **(Terminated Members/Merchants):** If the Member or Merchant or its Related Bodies Corporate or officers, employees or agents has at any time been listed on a database of terminated merchants maintained by any Card Scheme or has otherwise had services similar to the Services terminated by another acquiring bank, other acquirer or payment facilitator, the Member has disclosed that fact to Billzy

24.9. This clause 24 survives termination of the Member Rules.

24.10. Billzy represents and warrants it will notify the Member of:

24.10.1 any changes in the Data Security Standards;

24.10.2 any changes to Relevant laws from time to time which Billzy is aware would impact the Services under these Member Rules; and

24.10.3 any other matters relating to the Services that would have a material impact on the Member.

25. Fraud Prevention

25.1. PCIDSS Compliance

- 25.1.1. Billzy will use its best endeavours to ensure that its business and any service provider acting on its behalf is compliant to the PCIDSS at all times.
- 25.1.2. The Member must not do anything which could jeopardise Billzy's compliance with the PCIDSS.
- 25.1.3. The Parties acknowledge that Global will have the sole determination as to whether the business operated by Billzy is PCIDSS compliant. If Global determines that Billzy is not compliant due to some activity by the Member, then the Member fully indemnifies Billzy for any damage, expense or costs associated such a determination.
- 25.2. The Member must ensure that any software or hardware it purchases, creates or otherwise utilises for the purpose of selling goods or services does not retain its original password before employing it for the acceptance of Transactions. The Member must also ensure that all system and/or software passwords are changed on a regular basis.
- 25.3. Consent to share information
 - 25.3.1. The Member acknowledges and agrees that Global may report all ADC events to Card Schemes and their members and may be required to report ADC events to law enforcement agencies and or Australian regulators. The Member grants an irrevocable and enduring consent to Global to disclose details of any such ADC (including information about the Member or its customers) to the aforementioned bodies.
 - 25.3.2. The Member irrevocably confer upon Global the enduring right to contact any Services Providers that enable the Member to acquire Credit Card Transactions. This clause 25 is limited to the purpose of determining the extent of an ADC, assessing remedies for that ADC and assessing the level of compliance with the PCIDSS.
- 25.4. Chargeback and Fraud Management
 - 25.4.1. Where excessive fraud or Chargeback behaviour is observed under any Merchant Facility, the Member must provide such information as requested by Global. This may include but is not limited to the following:
 - 25.4.1.1. Member's name;
 - 25.4.1.2. Member's address;
 - 25.4.1.3. Names of all directors or proprietors;
 - 25.4.1.4. The date of birth of all directors or proprietors;
 - 25.4.1.5. The date upon which Billzy commenced processing Transactions for the Member;
 - 25.4.1.6. Transaction volume and value for the most recent month;
 - 25.4.1.7. Transaction volume and value for the last twelve months;

- 25.4.1.8. The merchant facility under which the Member operates; and
- 25.4.1.9. The value of prepayment calculated against the Member. Global may also request the above information to assist with ongoing fraud investigations, or to assist law enforcement and or government agencies, or to assist with data compromise investigations.
- 25.4.2. Billzy will promptly onforward any requests made by Global to the Member if the Member's Chargebacks in any particular category has, or is in threat of, exceeding the threshold. The Member must action to rectify the excessive Chargebacks. Failure to resolve the cause of the problem will result in non-compliance Card Scheme fines which shall be payable by the Member.

26. Undertakings

- 26.1. The Member undertakes as follows:
 - 26.1.1. Authorisations

The Member will ensure that all authorisations are obtained, promptly renewed and maintained in full force and effect required to allow:

 - 26.1.1.1. the execution and delivery of the Transactions contemplated by these Member Rules and the performance of these Member Rules;
 - 26.1.1.2. the validity and enforceability of these Member Rules as against the Member; and
 - 26.1.1.3. the carrying out by Billzy of its business as presently conducted or contemplated.
 - 26.1.2. Information

The Member will provide promptly to Billzy and Global any information concerning its financial position or any other information that either Billzy or Global may reasonably request from time to time.
 - 26.1.3. Change in business

The Member will notify both Billzy and Global within 14 days of any changes in its company (including ownership or control), trading name or address for a period of 12 months after the member is no longer a member. This clause survives termination of the Member Rules.

27. Limitation of Liability to Direct Loss

To the extent permitted by Law and notwithstanding that any of Billzy's officers, employees, contractors or agents

may be aware of the likelihood of such loss or damage, the Member is not entitled to special, indirect or consequential loss or damage, including loss of profits, loss of income or goodwill, loss of or corruption to data and loss of opportunities, no matter how it is caused.

28. Independent Obligation

Each obligation under these Member Rules:

- 28.1. is a separate, independent and continuing obligation payable on demand;
- 28.2. has effect despite any time, waiver or indulgence granted; and
- 28.3. survives termination or discharge of these Member Rules or any of the Merchant Facility(s) made available under it.

29. Financial Crimes Monitoring and Anti-Money Laundering

29.1. In order for Billzy to comply with its obligations under the Payment Facilitator Agreement and for Global to comply with its regulatory and compliance obligations for anti-money laundering and counter financing of terrorism, the Member acknowledges and agrees, that:

- 29.1.1. Transactions may be delayed, blocked, frozen or refused where Global has reasonable grounds to believe that they breach Australian Law or the Law or sanctions of any other country. Where Transactions are delayed, blocked, frozen or refused, neither Billzy or Global and their accredited processors are not liable for any loss suffered (including consequential loss as noted in clause 27);
- 29.1.2. Global may from time to time require information from the Member about the Member or any a person who is employed by, contracted to, an agent of, or otherwise associated with, the Member or a Cardholder in order to meet Global's anti-money laundering and counter Terrorism financing obligations. This information may include "personal information" as defined by the Privacy Act 1988. If Global asks for such information, the Member agrees to immediately provide the information requested or, at least within 24 hours of such a request;
- 29.1.3. where legally obliged to do so, Global may disclose the information gathered to regulatory and or law enforcement agencies, other banks, other members of the Global Group, service providers who do things on Global's behalf or to other third parties;
- 29.1.4. where Global has reasonable grounds to believe that a suspicious matter has arisen in relation to the Merchant Facility, it is obliged to complete and render a report to the Federal Government (AUSTRAC). A suspicious matter includes any Transaction that Global believes may be of relevance to the investigation or prosecution of any breach or attempted breach of an Australian Law (including Laws related to money laundering,

tax evasion, financing of terrorism or the proceeds of crime); and

29.1.5. it will not initiate or conduct a Transaction that may be in contravention of Australian Law or the Law of any other country.

29.2. The Member acknowledges that Global may be required to identify a person who is employed by, contracted to, an agent of, or otherwise associated with, the Member prior to becoming a member and during the such membership to meet its anti-money laundering and counter terrorism financing obligations. The Member agrees to, provide Global with any assistance it requests of the Member or is requested by Billzy on behalf of Global to assist Global to perform such identification checks.

30. Privacy Law

30.1. The Member undertakes to comply with:

- 29.1.1. The Privacy Laws and any privacy laws by which it is bound; and
- 29.1.2. any other privacy requirement notified by Billzy to the Member.

30.2. The Member acknowledges that it does not rely on any information or representation supplied by either Billzy or Global to it as advice regarding compliance with the Privacy Laws.

30.3. The Member warrants that it is aware of the Privacy Laws which apply to it in respect of these Member Rules, and warrants that, after the enquiry, it is not aware of having breached any of those Privacy Laws.

30.4. The Member authorises Global to obtain, from any Card Scheme, information relating to facilities the Member has obtained or is obtaining from other suppliers.

30.5. The Member acknowledges and agrees that Global may disclose any information that Global has collected from any application, obtained from any Card Scheme or obtained concerning these Member Rules in the following circumstances:

- 30.5.1. to Global's external service providers (some of which may be located overseas) that provide services for the purposes only of Global's business and providing the Merchant Facility, on a confidential basis (for example, mailing houses);
- 30.5.2. to any person who is a card issuer, Card Scheme operator or otherwise involved in any Card Scheme, for the purpose relating to the operation of those schemes. This information may include information about terminating a Merchant Facility and the reasons for that termination. Other service providers may use this information amongst other things to determine whether not to make facilities available; and
- 30.5.3. to persons who the Member informs Billzy or Global supplies services to in relation to the Merchant Facility.

31. Assignment

- 31.1. These Member Rules are binding upon the Member, their executors, administrators, successors and assigns. Where the Member consists of any two or more persons, the Member's obligations shall be joint and several.
- 31.2. The Member is not permitted assign or attempt to assign these Member Rules as they apply to them to any other person without Billzy's prior written consent, which consent can be given on such conditions as Billzy may require.

32. Termination

32.1. Payment Facilitator Agreement Terminated by Global

If the Payment Facilitator Agreement is terminated for any reason, then the Member's Billzy membership will be promptly suspended by Billzy and Billzy may, at its sole discretion, also terminate the Member's Billzy membership without any prejudice or liability to Billzy.

32.2. Termination with notice:

Either Party may at any time terminate the Members membership by:

- 32.2.1. giving 90 days prior notice to the other party in writing (in the case where the termination is less than 3 years from the date on which the Member became a member); or
- 32.2.2. 30 days prior notice to the other party in writing (if the termination occurs more than 3 years from the date on which the Member became a member).

32.3. Termination without notice:

Billzy may immediately suspend or terminate a Members membership at any time if requested by Global. The grounds on which Global may do so are as follows:

- 32.3.1. If Global considers that it could suffer a loss because of the Member's Merchant Facility continuing to operate;
- 32.3.2. The Member commits a material breach of its obligations under these Member Rules (including a breach of Law), any agreement or other terms between Billzy and the Member, or a representation and warranty made by the Member proves to be untrue in a material respect and the Member fails to remedy the breach or make the representation true within the time specified in a written notice from Billzy requiring the breach or representation to be remedied;
- 32.3.3. Global considers the Member's ratio of Chargebacks to sales, whether by number or dollar value of Chargebacks, to be excessive;
- 32.3.4. The Member has substantially changed the Member's line of business, or the types of goods or services that the Member supplies to its customers or clients without first

notifying both Billzy and Global and receiving Global's written consent;

- 32.3.5. The Member ceases to carry on business generally;
- 32.3.6. The Member makes a general assignment for the benefit of its creditors;
- 32.3.7. Global has concerns about the Member's solvency, or the solvency of the Member's business;
- 32.3.8. The Member becomes insolvent, or is subject to any form of an Insolvency Event administration, or a resolution is passed, or an order is made for the winding up of the Member;
- 32.3.9. a change occurs in the business, assets or financial condition of the Member which in the reasonable opinion of the party giving the notice may have a material adverse effect on the Member's ability to observe its obligations under these Member Rules;
- 32.3.10. Global has concerns about the Member's ability to meet or repay the amounts of any Chargebacks that have been received, or that are likely to be received in the future conduct of the Member's business;
- 32.3.11. The Member has a significant adverse credit event recorded against it;
- 32.3.12. Either Billzy, Global or any relevant Card Scheme has reasonable grounds to suspect that the Member has fraudulently processed Transactions, or has knowingly allowed fraudulent Transactions to be processed through the Member's Merchant Facility;
- 32.3.13. The Member or any service providers utilised by the Member are not compliant with the PCIDSS, where required by Billzy;
- 32.3.14. The actions of the Member have lead to or cause Billzy to breach any agreement it has with Global or may lead or cause Billzy or Global to breach their obligations under the Credit Card Scheme Rules or any other Relevant Laws;
- 32.3.15. The Member or any service providers utilised by the Member have suffered an ADC;
- 32.3.16. The Member has breached its obligations under the Card Scheme Rules, the Member Rules or under any Relevant Laws; or
- 32.3.17. If a Card Scheme requires it to do so.

32.4. Notice of Suspension or Termination:

- 32.4.1. Billzy will use its best endeavours to notify the Member within 24 hours of receiving notice from Global of any suspension or termination of Member's membership. If Billzy is unsuccessful in contacting the Member, Global may choose to continue to suspend or terminate the facility. However, Billzy will give the Member subsequent written confirmation that the facility has been suspended or terminated by way of the Member's contact details as last

provided in writing to Billzy.

- 32.4.2. Suspension or termination will be effective immediately. The Member accepts that Global is not obliged to accept any Transactions the Member processes after the Member's membership is suspended or terminated.

32.5. Consequences of Termination:

- 32.5.1. On termination of its membership the Member must immediately cease to use the Merchant Facility provided under by Billzy and must do anything that is required to terminate its obligations under these Member Rules.
- 32.5.2. Termination of the Member's membership for any reason shall not relieve the Member of any obligations incurred prior to the date of termination and will not prejudice, extinguish or otherwise affect any rights of either Billzy or Global against the Member which:
- 32.5.2.1. accrued prior to the time of termination; or
 - 32.5.2.2. otherwise relate to or may arise at any future time that would otherwise be a breach of these Member Rules if these Member Rules had not been terminated.
- 32.5.3. On termination, the Member must immediately return to Billzy all material provided by either Billzy or Global to the Member.
- 32.5.4. The Member indemnifies Billzy and Global against all claims, actions, suits, losses, defaults, damages and liabilities resulting from termination of its membership, including all claims, actions, suits, losses, defaults, damages and liabilities made by the Member or the Member's principals. Any payments made by the Member under this clause shall be automatically increased by the amount of any GST liability incurred by either Billzy or Global in respect of those payments.

32.6. Global's fees:

If the Merchant Facility(s) is terminated, the Member acknowledges Billzy may pass on and the Member will pay in full any fee charged by Global under the Payment Facilitator Agreement.

32.7. Suspension or termination of BPAY services

- 32.7.1. The Member acknowledges and agrees that the Member's Financial Institution or BPAY may:
- 32.7.1.1. procure the suspension or termination of the Member's use of BPAY;
 - 32.7.1.2. update the status of the Member in BPAY so that no transactions relating to the Member will be processed through BPAY; and or
 - 32.7.1.3. take any other reasonable action

if Billzy, Global, the Member's Financial Institution or BPAY or its representatives (as the case may be) suspect on reasonable grounds that the Member, its customers or someone acting of their behalf, are:

- 32.7.1.4. being fraudulent;
- 32.7.1.5. in breach of the Member Rules, or are likely to cause Billzy to be in breach of its any agreement with Global or its services providers or with the Member's Financial Institution; or
- 32.7.1.6. using BPAY in a manner that will, or is likely to, adversely affect the integrity, stability or reputation of BPAY or the quality of services offered to end customers.

- 32.7.2. Members must also agree and acknowledge that the Member's use of BPAY may also be suspended or terminated if:

- 32.7.2.1. required under contractual arrangements between Billzy, Global and or BPAY or as otherwise requested by BPAY; or
- 32.7.2.2. the Member's Financial Institution's membership or subscription to BPAY is suspended, ceases or is cancelled for any reason.

- 32.7.3. Members must also agree and acknowledge that BPAY or the Member's Financial Institution may impose additional procedural and or reporting requirements in connection with the Member's participation in BPAY in lieu of suspending or terminating the Member's membership under this clause 32.7.

- 32.7.4. If the Member's membership is terminated, the Member must:

- 32.7.4.1. immediately cease promoting BPAY, including ceasing use of all affected Marks;
- 32.7.4.2. immediately advise its customers that they can no longer make BPAY Transactions to the Member using BPAY;
- 32.7.4.3. continue to maintain the Member's Bank Account and continue to process BPAY Information Files (if Biller Detail Files are sent directly to the Member under) and otherwise comply with its obligations under the Member's membership in relation to the processing of BPAY Transactions and Adjustments for a period of 60

Banking Days after termination; and

32.7.4.4. upon the request of Billzy, the Member's Financial Institution, return or destroy material and information which are in the Member's possession or control and which BPAY determines is confidential.

32.7.5. Members must acknowledge that the Member's Financial Institution will no longer be obliged to accept BPAY Transactions from its customers or provide to any other services to the Member if the relevant Member's membership expires or terminates for any reason.

32.7.6. Without limiting any disclosure obligations arising or consents given under these Member Rules, the Member must consent to the Member's Financial Institution disclosing to Billzy, BPAY and their respective service providers and such other participants involved in BPAY such information relating to the Member and its customers as is necessary to facilitate the provision of BPAY to the Member.

33. Default and Acceleration of Debt

33.1. It is a default of these Member Rules by the Member if the Member:

33.1.1. does something these Member Rules contemplates must or should not have been done; or

33.1.2. does not do something these Member Rules contemplates must or should have been done.

33.2. In addition to clause 33.1, it is a default if:

33.2.1. the whole of any amount due by the Member to Global is not paid by the date that Global informs the Member it is due;

33.2.2. the Member gives either Billzy or Global incorrect or misleading or deceptive information;

33.2.3. the Member commit an act of bankruptcy or enter any assignment, arrangement or composition with any creditors; and

33.2.4. the Member is a corporation and:

33.2.4.1. an administrator, receiver, receiver and manager, liquidator or similar officer is appointed to the Member; or

33.2.4.2. an order is made for the Member's administration, winding up or dissolution or steps are taken towards this (for example, a resolution is passed, or an application is made to a court).

33.3. Without limiting any other provisions under these Member Rules (including the right to terminate the Member's

membership), in the event of default Billzy may require the Member to immediately pay all amounts due from the Member under these Member Rules that would not otherwise have been immediately payable.

34. Dispute Resolution

34.1. The parties undertake to use all reasonable efforts in good faith to resolve any dispute, which arises between them in connection with these Member Rules.

34.2. Either the Member or Billzy may give the other an notice of dispute in connection with these Member Rules. Both the Member and Billzy agree that Global may intervene in any dispute arising. Billzy may at any time refer to or notify Global of a dispute between Billzy and the Member.

34.3. The operation of this clause does not detract from either party's obligation to continue to comply with these Member Rules.

35. Promotion and Advertising

35.1. The Member must not use any advertising or promotional or other material advising or promoting the availability of the Merchant Facility(s) if such material has not previously been approved in writing by Global.

35.2. The Member must obtain Global's written approval, prior to production and publication of any advertising, documents or other material containing any description of or any reference whatsoever to Global by name or otherwise or reproducing Global's logo or trademark.

35.3. The Member must not use any trade marks or intellectual property to which BPAY or its assigns and licensees hold proprietary rights in a manner inconsistent with those rights without the relevant proprietor's prior consent. This obligation does not prevail to the extent the trade marks or intellectual property are utilised by Billzy in the provision of services to Member in accordance with these Member Rules.

36. Confidentiality

36.1. Subject to this clause, the parties will treat as confidential and will not disclose any Confidential Information which comes into their possession pursuant to, or as a result of, any aspect of these Member Rules or from complying with the obligations detailed in these Member Rules. The obligation of confidentiality will not apply to any Confidential Information where the Confidential Information:

36.1.1. is disclosed with the consent of the party who supplied the Confidential Information;

36.1.2. is or comes lawfully into the public domain;

36.1.3. is required to be disclosed pursuant to any legislation or legal process; or

36.1.4. is required to be disclosed to the employees, legal or financial advisers, auditors, or to any other party for the purpose of giving effect to

these Member Rules.

- 36.2. This clause 36 continues after the termination of the Member's membership.

37. Intellectual Property

- 37.1. Nothing in these Member Rules is intended to transfer title to either party's intellectual property rights in respect of material, information, know-how, skills, methodologies or tools existing at the date the Member became a member.
- 37.2. All intellectual property rights in any material created under these Member Rules shall, from the time of its creation, vest in the party creating the material.

38. Member Approval

- 38.1. The Member acknowledges and agrees that its membership and its business must be approved by Global.
- 38.2. The Member agrees that it will not change its fundamental line of business to, amongst other things, enable Billzy to continue to trade under the assigned MCC code notified to it by Global.
- 38.3. The Member agrees that it consents to Global's right to audit, review and inspect the Member on a regular basis. The Member acknowledges that Global may take immediate steps to either limit or halt the use of the Merchant Facility(s) if these Member Rules are not complied with by the Member and that non-compliance is not rectified within a reasonable time frame (no longer than five Banking Days or as otherwise notified by Billzy or Global in accordance with the Payment Facility Agreement).
- 38.4. If the Member changes their business from the agreed industry code, Billzy has the right and will notify Global of this change within seven (7) days of the change. The Member agrees and acknowledges that Global has the right to re-assess the Member who has changed their business type or business structure.
- 38.5. If the Member, ceases to operate, is declared bankrupt or is subject to other similar circumstances, Billzy will have the right to negotiate with the appointed administrator or receiver and refund any money to the appointed administrator or receiver.
- 38.6. If Global suffers any damage or loss or suspects it may suffer any damage or loss as a result of any acts or omissions by the Member, upon Global's request, Billzy will immediately terminate or suspend any agreement with Member (or a Related Entity of the Member) and Global may do all things necessary to terminate or suspend any dealings with the Member and its Related Entities.
- 38.7. The Member acknowledges that Billzy must comply with any reasonable conditions in any suspension or termination request issued by Global under clause 32 in relation to the Member.
- 38.8. The Member agrees to comply with these Member Rules, Credit Card Scheme Rules

39. Authorised Officers

The Member irrevocably authorises Billzy to rely on a certificate given by any person purporting to be its director or secretary as to the identity and signatures of its authorised officers. Where a certificate is given the Member warrants that those persons have been authorised to give notices and communications under or in connection with these Member Rules.

40. Change of Address

- 40.1. The Member will promptly notify both Billzy and Global of any changes in the Member's name or address. The Member will give this notice in accordance with clause 23.
- 40.2. The Member agrees that it must continue to notify both Billzy and Global of any changes for a period of 12 months after the Member ceases to be a member for any reason.
- 40.3. The Member agrees neither Billzy nor Global will be responsible for any errors or losses where it has not received adequate prior notice required under this clause 40.
- 40.4. The obligation under clause 40.2 survives termination of the Member Rules.

41. Jurisdiction

These Member Rules are governed by and interpreted in accordance with the Laws of Queensland

42. Personal Property Securities Act

- 42.1. The Member acknowledges and agrees that if Global determines that these Member Rules (or a Transaction in connection with it) is or contains a security interest for the purposes of the *Personal Property Securities Act 2009* ("PPSA"), the Member agrees to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which Global asks and considers necessary:
- 42.1.1. to provide more effective security over any personal property over which Global has a *Security Interest*;
- 42.1.2. to ensure that a *Security Interest* created under or connected with these Member Rules is enforceable, perfected (including, where possible, by control in addition to registration) and services and otherwise effective;
- 42.1.3. to enable Global to apply for any registration, or give any notification, in connection with any *Security Interest* created under or connected with these Member Rules so that the Security Interest has the priority Global requires;
- 42.1.4. to enable Global to exercise its rights in connection with any personal property over

which Global has a *Security Interest*;

42.1.5. to bind the Member and any other person intended to be bound under these Member Rules; or

42.1.6. to show whether the Member is complying with these Member Rules.

42.2. The Member acknowledges and agrees:

42.2.1. that Billzy may fill in any blanks in any application or any document relating to it (such as Corporations Act forms, financing statements or financing change statements);

42.2.2. not to register a financing change statement in respect of a *Security Interest* created under or connected with these Member Rules without Global's prior written consent;

42.2.3. not to register, or permit to be registered, a financing statement or a financing change statement in relation to any personal property over which Global has a *Security Interest*, in favour of a third party without Global's prior written consent;

42.2.4. that Global need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) and 132(4) of the PPSA, or any other provision of the PPSA notified to the Member by Global after the Commencement Date;

42.2.5. that the Member may not exercise any rights under sections 142 and 143 (reinstatement of security) of the PPSA;

42.2.6. that neither Global nor any receiver (or receiver and manager) appointed by it need give any notice required under the PPSA (including a notice of a verification statement); and

42.2.7. that the Member will not disclose or permit any party to disclose any information of the kind referred to in section 275(1) of the PPSA unless section 275(7)(b) or (e) of the PPSA applies.

42.2.8. In this **clause 42** terms in italics have the meaning given to them in the PPSA.

43. Waivers

No failure to exercise and no delay in exercising any right, power or remedy under these Member Rules operates as a waiver. Nor does any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

Waivers must be in writing.

44. Severability of Provisions

Any provision of these Member Rules which is prohibited or unenforceable in any jurisdiction will be read down or severed in that jurisdiction to the extent of the prohibition or unenforceability. Such action does not invalidate the remaining provisions of these Member Rules nor affect the validity or enforceability of that provision in any other jurisdiction

45. Relationship

45.1. Billzy's relationship with the Member is that of an independent contractor and nothing in these Member Rules will be taken as constituting either party as a servant, agent or employee of the other party.

45.2. The Member and Billzy each acknowledge that, except to the extent otherwise expressly provided in these Member Rules:

45.2.1. they are not, for the purpose of these Member Rules, the legal representative, agent, party to a joint venture arrangement or partner of the other party for any purpose; and

45.2.1. it, any of its directors, employees and agents, has no right or authority to assume or create any obligations of any kind, or to make any representations or warranties, whether express or implied, on behalf of the other party or to bind the other party in any respect.

46. Force Majeure

46.1. The parties will not be liable for any loss or damage (whether direct or indirect) nor be in default under these Member Rules for failure or delay to observe or perform any provision of these Member Rules, for any reason or cause of whatever nature which could not, with reasonable diligence, be controlled or prevented by the parties including, without limitation, acts of God, acts of nature, acts of governments or their agencies, fire, flood, storm, riots, power shortages or power failures, strikes, lockouts, labour disputes, sudden and unexpected system failure or disruption by war, sabotage or inability to obtain sufficient labour, raw materials, fuel or utilities.

46.2. This clause does not apply in relation to the Member's obligation to pay Billzy pursuant to these Member Rules.

SCHEDULE 1 – Business Rules

1. Transaction Type Permitted

☐

Card Present

☒

Card Not-Present

2. Member Onboarding

☒

Billzy Onboarding

☐

Global Onboarding

3. Funds Disbursement

☒

Completed by Billzy

☐

Completed by Global

4. Prepayment Allowed (subject to Credit approval)

☒

Yes

☐

No

5. Special Conditions

- 1) A prepayment assessment must be completed for each Merchant Facility that is established.

SCHEDULE 2 – Assessment and Approval

1. Billzy will establish a separate Merchant Facility for each type of business they intend to aggregate for. For example, if Billzy wishes to sign-up electricians, plumbers and carpenters etc, then three merchant facilities will be required, each with its own MCC. Each of these facilities will be governed by these Member Rules.
2. Card payments should be presented under the correct MCC, as required by Card Scheme rules.
3. When establishing a Merchant Facility under a given MCC, Billzy is authorised by the Member to provide to Global:
 - (a) A completed and signed Member Application form for assessment;
 - (b) Settlement account details, which must be in the same name as the Merchant Facility and confirmed by Global records.
4. The Member acknowledges that upon receipt of the Merchant Facility application, Global may conduct a credit reference report against the proposed member.
5. All proceeds from the Merchant Facility must settle into a Global bank account held in the name of Billzy.
6. The Member acknowledges that Global will have the final say on whether a Merchant Facility will be established for the benefit of a Member or proposed Member.

SCHEDULE 3 – Member Arrangement

1. These Member Rules govern the relationship between Billzy and the Member.
2. Billzy represents and agrees that these Member Rules are consistent with and give effect to the Payment Facilitator Agreement.
3. The Member acknowledges and agrees that:
 - Global will not be contractually affected by these Member Rules.
 - if any provision detailed in these Member Rules are determined to be a breach of the Payment Facilitator Agreement or would be, or is, inconsistent with the operation of the Payment Facilitator Agreement, then the Member agrees that Billzy may, at its own expense, immediately amend or change these Member Rules so that Billzy is not in breach of the Payment Facilitator Agreement or so that these Member Rules are inconsistent with the operation of the Payment Facilitator Agreement.
4. Billzy will assess each Member before extending the offer of Merchant Facility. This should include collection and assessment of the following information as a minimum:
 - (a) Completed and signed Member Application;
 - (b) Settlement account details, which must be in the same name as the legal entity that is the Member;
 - (c) A commercial credit report of the Member entity;
 - (d) A statement of position from all directors/proprietors, or company trading reports, if the Member has prepayment risk greater than \$50,000;
 - (e) Copies of previous Merchant Facility statements, where applicable.
5. Billzy agrees that the member who process, or are expected to process, \$100,000 or more per Scheme, per annum via their Merchant Facility, should have a Merchant Facility established for their exclusive use. The Merchant Facility will remain in the name of Billzy; however the Merchant Facility will transact only those Transactions processed by the Member.
6. Members who provide good or services in the following industries will not be supported by Billzy:
 - (a) Adult Internet Content, (hardcore) Pornography
 - (b) Ammunition, Firearms, Weapons
 - (c) Business physically located outside of the Acquiring Bank's country
 - (d) Reputation Repair / Credit Insurance / Credit Rating Repair. Identity theft protection.
 - (e) Call Blocker Software / Tools
 - (f) Companion Services, Escort Services, Mail order brides
 - (g) Counterfeit/Replica Goods
 - (h) Cyber Lockers
 - (i) Electronic cigarettes (e-cigarettes), Tobacco
 - (j) Embassy, Foreign Consulate, or other Foreign Government
 - (k) Essay mills/paper mills (i.e., ghost-writing services that sell essays)
 - (l) E-wallets
 - (m) Foreign Exchange / Money Trading or Exchange services
 - (n) Gentlemen's Clubs
 - (o) Get Rich Quick Schemes
 - (p) Horoscope & Fortune Tellers
 - (q) Illegal Gambling
 - (r) Illegally modified electronics or non-certified sellers of branded electronics (i.e. gaming consoles / hardware)
 - (s) Investment Opportunities Purchase of stocks/securities/commodities, etc. and other investments such as gold bullion
 - (t) Live Streaming Services (exception of real-estate controlled auction services)
 - (u) Lottery Resellers

- (v) Massage Parlours, Non-Licensed
 - (w) Medical Marijuana, synthetic or unregulated drugs, smoking paraphernalia.
 - (x) Negative response marketing techniques by any type of merchant (i.e., customer is automatically charged if they don't return the merchandise or cancel service at the end of a free or low cost trial period), Deceptive Marketing practices.
 - (y) Offshore IT Support Services
 - (z) On-Line Auctions including Penny Auctions
 - (aa) Payment Facilitators / Marketplaces / PSPs / BPSPs / Aggregators
 - (bb) Products or Services with Unreasonable Claims or Guarantees, Deceptive practices, Gimmicky Products.
 - (cc) Rechargeable Phone Cards
 - (dd) Wire Transfer / Money Orders / Money Transfer/Remittance / Virtual Currency
- (Prohibited Members)

7. Member who provide good or services in the following industries will only be supported after prior approval by Global:

- (a) Airlines, Air Carriers
 - (b) Car Rentals
 - (c) Charters & International Tours
 - (d) Cruise Lines
 - (e) Infomercials – selling gimmicky products or business opportunities
 - (f) Legal Gambling (incl. Internet and non-F2F gambling casinos, sports betting, fantasy sports leagues)
 - (g) Lifetime Memberships
 - (h) Multi-Level Marketing; e.g. a website featuring “levels” or compensation plans
 - (i) Mortgage Services / Loan Modification / Vendor Finance
 - (j) Nutraceuticals with a negative billing model – websites featuring items such as Acai, HgH, HcG, Hoodia, Noni Juice, etc.
 - (k) Online Dating
 - (l) Online Pharmacies
 - (m) Sex Shops, Softcore Pornography
 - (n) Timeshare Sales
 - (o) Travel Agencies
 - (p) Wedding Dress Retailers / Bridal Shops
 - (q) Payday lenders (short term consumer or business finance)
- (Restricted Members)

8. Referral to Global is also required for any individual merchant with prepayment exposure calculated to be greater than AU\$250,000.

9. Billzy agrees to disburse funds to Members within three business days of receipt of funds from Global.

SCHEDULE 4 – Security

The Member acknowledges that the following are dictated to Billzy by Global and as such Billzy must ensure that the following are complied with:

1. Global, at its sole discretion, may require Billzy to provide security to Global to reduce the potential harm to Global due to fraud or the provision of credit. This security may take the form of Billzy:
 - (a) Maintaining a set amount of funds with Global in a Security Deposit Account;
 - (b) Providing a director's guarantee(s) in favour of Global;
 - (c) Providing a mortgage over property in favour of Global;
 - (d) Entering into a general security agreement over all present and after-acquired property of Billzy in favour of Global; or
 - (e) a combination of all or any of the above.
2. If Billzy is required to provide any of the security noted above the Billzy may require the Member to also provide the same security to Billzy.
3. Billzy acknowledges that Global may notify Billzy before or during the term of the Payment Facilitator Agreement if a form of security is required by Global ("Security Notice"). Billzy agrees to do everything as soon as practicable, and at Billzy's own expense, to give effect to the Security Notice upon receipt of such notice (this includes, but is not limited to, Billzy or the Member (s) preparing, executing or stamping any required document to give effect to the Security Notice). If Billzy does receive a Security Notice then Billzy may in turn require the Member(s) to in like manner provide a security in favour of Billzy that is proportional to the risk involved. Billzy will have the sole right to determine the member's risk contribution.

SCHEDULE 5 – Fees

Billzy's current fees and charges are outlined below.* These charges are inclusive of Goods and Services Tax (GST). All merchant fees and charges are subject to GST. Billzy reserves the right to vary fees in accordance with the Member Rules. This may include where Billzy changes its gateway provider.

Fee Type	Amount	Details
Billzy Transaction Fee (payable by Transferee)	\$0.33 + 1.67%	Fees will apply to Visa and MasterCard transactions.
Bank Transfer/Direct Debit Fee (payable by Transferee and Transferor)	\$2.20	Per Bank Transfer/Debit
Direct Debit Fee - from Cards	\$1.33 + 1.67%	Master Card/Visa
BPAY Fee (payable by Transferee)	\$2.20	Per BPAY payment received
Direct Debit Dishonour Fee	\$5.50	Failed Direct Debit
Chargeback Fee	\$50.00	Credit Card Chargeback
Deal Fee	10% (of Discount Amount)	Payable by the initiator of a Deal negotiation
Annual Membership Fee	\$110	Payable on 1 st year anniversary of membership

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SCHEDULE 6 – Tripartite Merchant Agreement

Tripartite Merchant Agreement

Merchant Agreement for Processing Card Payments through Billzy Pty Ltd's Payment Facilitator's service

This agreement applies to all users of Billzy Pty Ltd's payment service who have been approved to accept Visa and Mastercard transactions. This agreement is made between (1) you, the merchant; (2) Global Payments Australia 1 Pty Ltd (**GPA**); and (3) the Payment Facilitator, Billzy Pty Ltd ACN 602 796 298 (**Billzy**)

1. DEFINITIONS

1.1 Unless the contrary intention appears, the following words have these meanings in this Agreement:

Banking Day means a day on which banks are open for general banking business in Melbourne Australia except for Saturdays, Sundays and National Public Holidays in Australia.

Card Schemes means, unless otherwise agreed by the parties, Visa and MasterCard.

Card Scheme Rules means the rules and regulations which regulate participants in the Card Schemes.

Cardholder means the Person in whose name the Card has been issued.

Chargeback is the reversal of a sales transaction.

Card means a card that has been designated by the issuer as a Visa or MasterCard card or a card issued by any other card scheme which you have agreed to accept, and we have agreed to process.

Data Breach means any occurrence which results in the unauthorised access by a third party to confidential data relating to card transactions stored by your business or any entity engaged by you to provide storage or transmission services in respect of that data.

Data Security Standards means the Payment Card Industry Data Security Standards ("PCIDSS") mandated by the Card Schemes for the protection of Cardholder details and transaction information, and any additional or replacement standards of which You are advised from time to time.

GPA refers to Global Payments Australia 1 Pty Ltd, ABN 26 601 396 543.

Payment Service means [the service provided by Payment Facilitator].

Person includes an individual, firm, body corporate, unincorporated body or association, partnership, joint venture and any government agency or authority.

Personal Information refers to information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, which is received by You from any source as a consequence of the performance of the rights and obligations under this Agreement.

PIN means the personal identification number allocated by GPA, a card issuer or personally selected by the account holder.

Privacy Law means all legislation and principles relating to the collection, use, disclosure, storage and granting of access rights to Personal Information.

Related Body Corporate has the meaning given to it in the Corporations Act, 2001 (Cth).

Relevant Law means any:

- (a) statute, ordinance, code or other law including regulations and other instruments under them that are relevant to the obligations and rights of this Agreement; and
- (b) any code of practice, guidelines or standards issued by relevant regulators or industry bodies, including any card scheme rules relevant to this Agreement.

Transaction Receipt means a document used to evidence a transaction.

We, Us and Our means, collectively, GPA and Billzy.

You and Your means the Person to whom the Payment Service is provided by Us.

2. APPROVAL TO USE PAYMENT SERVICES

2.1 You acknowledge that:

- (a) the operation of this Agreement is conditional on GPA approving an application for Billzy to provide the Payment Services to You; and
- (b) in relation to information provided by You to Billzy in connection with Your application:
 - (i) Billzy may provide that information to GPA;
 - (ii) We may rely on such information as being complete, accurate and not misleading or deceptive; and
 - (iii) GPA is not obliged to verify the completeness or accuracy of the information it receives from Billzy; and
- (c) We may obtain from any Card Scheme or a person who is involved in any Card Scheme, any credit reporting agency or any other person, information about Your merchant history or Personal Information about You, a Related Body Corporate, Your officers, employees or agents for any purpose relating to the operation of those Card Schemes and We can use any such information to assess an application from us under clause 2.1 (a);
- (d) We can disclose information about Your merchant history, a data breach and relevant Personal Information in the following circumstances:
 - (i) to any Card Scheme or to any person who is involved in any Card Scheme, information about You for any purpose related to the operation of those schemes, card fraud detection agencies (including information about termination of merchant solutions and reason(s) for termination of GPA merchant solutions; and
 - (ii) where the law requires or permits us to do so; and
 - (iii) where we have reasonable grounds to believe that either you are involved in dishonest or criminal activity, are a victim of such activity, may have information relevant to an inquiry into such activity or have experienced a data breach, to any state or federal law enforcement or regulatory agency whether or not we have been requested by that agency to provide such information; and
- (e) we can disclose your information to any related entities of ours and to any outsourced service providers engaged by us (for example, mail houses, debt collection agencies (where necessary) or data analytics providers); and
- (f) the decision whether to approve your application is at GPA's sole discretion and the reason for any decision which is made may not be given to You;
- (g) an approval by GPA is specific to Billzy providing payment services to you and does not in any way constitute a representation by GPA that you will be able to use the services of another payment service provider or of GPA directly should you cease using Billzy's payment services for any reason; and
- (h) any information obtained by GPA during its assessment of an application under clause 2(a) is and remains confidential to GPA and will not be shared with You. GPA is bound by Card Scheme Rules and all correspondence and discussions between Card Schemes and GPA are confidential as between GPA and the Card Schemes.

2.2 You represent and warrant that:

- (a) any information You provide to Billzy in connection with an application for Billzy to provide the Services is complete, accurate and not misleading or deceptive; and
- (b) if You have disclosed Personal Information to Billzy in connection with the application under clause 2.1(a), You have obtained the relevant individual's prior consent to the disclosure and otherwise complied with Your obligations under Privacy Law; and
- (c) You are able to satisfy Your obligations and responsibilities under this Agreement.

- 2.3 You acknowledge and agree that:
- (a) Billzy and GPA are authorised to obtain from third parties financial and credit information relating to You in connection with our decision to approve your application and in respect of our continuing evaluation of Your financial and credit worthiness; and
 - (b) any information collected by Billzy may be disclosed by us to GPA.
- 2.4 The Parties agree that no Party is or will be bound by this Agreement unless and until GPA has confirmed its approval for Billzy to provide the Payment Services to You.

3. YOUR OBLIGATIONS

- 3.1 You:
- (a) must immediately notify Billzy of any change to Your financial position which may affect Your ability to perform Your obligations under this Agreement; and
 - (b) must provide Billzy with prior written notice of any change in Your place of business, not carry on business in a place which has not been approved by Billzy and must not move Your place of business without our prior written consent; and
 - (c) must not change Your business name or ownership of Your business without giving Billzy prior written notice and not substantially change the type of goods and services You sell without our prior written consent; and
 - (d) only submit a sales transaction where You are the supplier of the goods and/or services; and
 - (e) not submit transactions on behalf of a third party. For the avoidance of doubt, this includes submitting transactions for goods or services sold on another Person's website; and
 - (f) must allow the employees, contractors or agents of GPA or those of any Card Scheme reasonable access to Your premises during normal business hours to check Your compliance with this Agreement, the Data Security Standards or for the purposes of the relevant Card Scheme Rules; and
 - (g) Must provide Billzy and GPA with all information and assistance reasonably required to perform their obligations and to deal with any queries in relation to the Payment Service; and
 - (h) must comply with all applicable Card Scheme Rules and Relevant Laws and contractual requirements in accepting card payments and performing Your obligations under this Agreement; and
 - (i) Will observe and implement the fraud prevention procedures set out in the manuals, guides or directions provided to You, unless otherwise mutually agreed by the parties.

Data Security Standards

- 3.2 This clause applies to you if you collect payment data directly from a cardholder or store any cardholder data. In addition to the other provisions of this agreement, you acknowledge and agree:
- (a) you must protect stored cardholder data, regardless of the method used to store such data.
Data storage also includes physical storage and security of cardholder data. Some examples of other data storage which must be secured include an access or excel database and hard copy files. Storage should be kept to the minimum required for business, legal, and/or regulatory purposes; and
 - (b) you must not store the personal identification number (PIN) or sensitive authentication data after authorization (even if encrypted); and
 - (c) if Billzy or GPA tell you that you must comply with the Payment Card Industry Data Security Standards, you must, at your cost, successfully complete the protocols for PCIDSS within the time frame stipulated by Billzy or the Card Schemes. You acknowledge and agree that if you fail to do so:
 - (i) Billzy or GPA may terminate the merchant services; and
 - (ii) you are liable for any fine imposed upon GPA by the Card Schemes as a result of your failure to comply; and
 - (iii) you are liable for any fines which the Card Schemes levy in the event that you suffer a card data compromise incident, and have not complied with the PCIDSS Accreditation program; and
 - (d) GPA is obliged to report all Data Breach events to Card Schemes, law enforcement agencies and/or Australian regulators. You grant irrevocable and enduring consent for GPA to release details of any such Data Breach to the aforementioned bodies; and
 - (e) if you have suffered a Data Breach:
 - (i) you must give GPA and its agents full access to your systems and databases to facilitate a forensic analysis to ascertain:
 - (A) what card data has been compromised; and
 - (B) what weaknesses in the system permitted the unauthorised access to the data base; and
 - (C) whether card data was created, deleted, altered, copied or manipulated in any manner; and
 - (ii) all costs of the forensic analysis must be paid by you; and
 - (iii) in order to continue processing card transactions, you must undergo a full Payment Card Industry Data Security Standard ("PCIDSS") accreditation. All costs of this accreditation exercise must be paid by you.

Your duties to Cardholders

- 3.3 Subject to the other provisions of this Agreement, You:
- (a) must accept any valid and acceptable Card in a transaction; and
 - (b) must only send Billzy a sales transaction when you have committed to provide the goods and services to the customer; and
 - (c) must not accept a Card in a credit card transaction for the purpose of giving a Cardholder cash; and
 - (d) must perform all obligations (including supplying all goods and/or services) to the cardholder in connection with the sale; and
 - (e) must not sell, purchase, provide or exchange any information or document relating to a Cardholder's account number, or Card number, or a transaction, to any Person other than:
 - (i) Billzy;
 - (ii) GPA; and
 - (iii) the card issuer; or
 - (iv) as required by law; and
 - (f) must destroy any document that is no longer required to be retained by applicable law or card scheme rules, in a manner which makes the information unreadable; and
 - (g) must take reasonable steps to ensure that the information and documents mentioned in (e) are protected from misuse and loss and from unauthorised access, modification or disclosure; and
 - (h) must not make any representation in connection with any goods or services which may bind Billzy, GPA or any Card Scheme; and
 - (i) must not indicate or imply that we, GPA or any Card Scheme endorse any goods or services or refer to a nominated Card in stating eligibility for goods, services, or any membership; and
 - (j) must not accept a Card or a transaction which is of a type You have been previously advised is not acceptable; and
 - (k) must prominently and unequivocally inform the Cardholder of Your identity at all points of Cardholder interaction (including on any relevant web site, promotional material and invoice) so that the Cardholder can readily distinguish You from Billzy, any supplier of goods or services to You, or any other third party; and
 - (l) must provide notice to any Cardholder with whom You enter into a transaction that You are responsible for that transaction, including for any goods or services provided, any payment transaction, related service enquiries, dispute resolution, and performance of the terms and conditions of the transaction; and
 - (m) must not unfairly distinguish between issuers of a Card when accepting a transaction; and
 - (n) must not refuse to complete a transaction solely because a Cardholder refuses to provide additional identification information in circumstances where we do not require You to obtain it; and
 - (o) if You collect or store Cardholder information, you must comply with any Data Security Standards notified to You; and
 - (p) You must not transfer or attempt to transfer financial liability under this Agreement by asking or requiring a Cardholder to waive his or her dispute rights.

Recurring transactions

- 3.4 You may only process a transaction as a recurring transaction if:
- (a) you have obtained cardholder permission (either electronically or in hardcopy) to periodically charge for a recurring service; and
 - (b) you retain this permission for the duration of the recurring services and make it available to us on request; and
 - (c) you provide a simple and accessible online cancellation procedure, if the cardholder request for the goods or services was initially accepted online.

Indemnity

- 3.5
- (a) You agree to indemnify, and hold GPA harmless from and against any fines imposed on GPA by a Card Scheme because of your conduct in relation to the merchant services, including any fines imposed as a result of an unacceptable rate of chargebacks.
 - (b) You agree to indemnify, and hold Billzy Pty Ltd including its related entities and each of the directors, officers, employees and agents from any actual or threatened claim, demand, obligation, loss, cost liability arising directly or indirectly under this Agreement.

4. WEBSITE REQUIREMENTS

- 4.1 Unless You are otherwise notified in writing, you must, before You accept any electronic commerce transaction over the Internet, establish and maintain at Your own expense a web site that complies with the requirements of clause 4.2.
- 4.2 The web site must clearly display the following information:
- (a) Your business name (and Australian Business Number as applicable); and

- (b) the address of Your approved place of business; and
- (c) Your business contact details, including telephone numbers and an email address; and
- (d) a complete description of the goods and services available for purchase on Your web site with the price advertised in Australian dollars or, if we have agreed that you can process transactions in another currency, that currency; and
- (e) details of Your return and refund policy, including how a transaction can be cancelled by a Cardholder; and
- (f) details of Your delivery times for goods and services. Delivery times are to be appropriate for the type of business carried on by You. If the delivery is to be delayed, the Cardholder must be notified of the delay and an option provided to them to obtain a refund; and
- (g) details of any Australian export restrictions (if applicable); and
- (h) details of Your privacy policy and how You intend to deal with, or share, Personal Information obtained from and about the Cardholder; and
- (i) a description of the measures You have to maintain the security of:
 - (i) Cardholders' account data; and
 - (ii) any other information which, by notice, we or GPA require You to display from time to time; and
- (j) any other information required for the purpose of complying with card scheme rules.

4.3 You must provide us reasonable access to view, monitor and audit the pages of Your web site.

4.4 Your web site payments page must be protected by Secure Sockets Layer or any other form of security method approved in writing by us.

5. CARD ACCEPTANCE REQUIREMENTS

5.1 You must:

- (a) use reasonable care to detect forged or unauthorised signatures or the unauthorised use or forgery of a Card; and
- (b) notify Billzy if You become aware of or suspect fraud on the part of a Cardholder; and
- (c) not deliberately reduce the value of any one transaction by:
 - (i) splitting a transaction into two or more transactions; or
 - (ii) allowing a Cardholder to purchase items separately; and
- (d) establish a fair policy for dealing with refunds and disputes about transactions and include information about that policy on Transaction Receipts as required by Billzy; and
- (e) only submit a transaction as a refund to a Cardholder if it is a genuine refund of a previous sale transaction. The refund must be processed to the same card that was used in the original sales transaction and be for the original sale amount; and
- (f) give refunds for transactions by means of credit and not in cash or cheque; and
- (g) not process a refund transaction as a way of transferring funds between Your accounts; and
- (h) if a transaction for a sale does not cover the full amount of the sale:
 - (i) in the situation in which the Card is used to make a deposit or pay an instalment You may accept the Card in payment of all or part of the outstanding balance; and
 - (ii) in any other circumstance You must obtain the balance due at the time the sale is completed in cash; and
- (i) not state or set a minimum or maximum amount for a Card transaction without our prior written consent; and
- (j) not ask a Cardholder to reveal their PIN or any other secret identifier; and
- (k) contact Billzy for instructions if the identification of a Cardholder or the validity of the Card is uncertain; and
- (l) not knowingly submit for processing any transaction that is illegal or that You should have known is illegal.

5.2 **For remote transactions, you must:**

- (a) take reasonable steps to verify the identity of the Person You are dealing with, in order to confirm that they are the genuine Cardholder; and
- (b) record reasonable identification details of the Person You are dealing with, as well as the commencement and expiry dates of the Card.

6. SURCHARGING

Amount of surcharge

6.1 Where you elect to charge a cardholder a surcharge in respect of a transaction, you must not impose a surcharge in excess of the reasonable cost of card acceptance.

- 6.2 Upon request by us or any card schemes, you must produce supporting information to substantiate your costs of card acceptance. Where the card scheme dictates the format of the required substantiation, e.g. through use of a “reasonable cost of acceptance calculator”, you must provide details of your costs in the required format.
- 6.3 Where required by a card scheme, you must submit, at your cost, to an audit of your costs of card acceptance by an independent auditor approved by the card scheme requiring the audit. The audit must be completed, and results reported back to the relevant card scheme within the timeframe specified by the card scheme.
- 6.4 Where, following an investigation into your surcharging and cost of card acceptance, we or a card scheme determine that the amount that you are surcharging exceeds the reasonable costs of card acceptance, we may by 30 days’ notice to you require you to reduce your surcharge level to an amount that does not exceed the reasonable costs of card acceptance.
- 6.5 Without limiting any other rights that we may have under this agreement, we may, by notice to you, terminate this agreement if, following receipt of notice under clause [5], you fail to reduce your surcharge level to an amount that does not exceed the reasonable costs of card acceptance.
- 6.6 You acknowledge that excessive surcharging by you could expose GPA to fines from card schemes. You agree to indemnify GPA against any fines imposed by card schemes in relation to your surcharging practices.
- 6.7 You acknowledge that card issuers may from time to time change the classification of a credit card (ie. standard or premium) and, as a result, when applying a surcharge rate to a cardholder, it cannot be guaranteed that the classification of the card (ie. standard or premium) on which you have based the surcharge will be the same as the classification on which you are charged your merchant service fee in relation to the same transaction.

Disclosure of surcharge

- 6.8 You must clearly disclose to the cardholder before the transaction is completed any surcharge that you will charge for completing the transaction, and do it in such a way that allows the transaction to be cancelled without the cardholder occurring any cost.
- 6.9 You must display on the payment page on your website a notice stating:
 - (a) that you charge a surcharge; and
 - (b) the exact amount or percentage of the surcharge.
- 6.10 You must not represent or otherwise imply that the surcharge is levied by a card scheme or by us or any other financial institution.

6.11 Definitions

“Surcharge” means any fee charged by a merchant to a cardholder that is added to a transaction for the acceptance of a card.

Costs that form your “**reasonable costs of card acceptance**” will be determined having regard to the Reserve Bank of Australia’s Guidance Note: Interpretation of Surcharging Standards, as amended or replaced from time to time

7. TRANSACTION RECEIPT

- 7.1 Unless we have agreed that we will provide the transaction receipt to the cardholder, you must give the Cardholder a copy of the Transaction Receipt for each transaction, but You must not charge a fee for doing so.
- 7.2 If You are notified that You must prepare the Transaction Receipt, you must ensure the information contained in the Transaction Receipt:
 - (a) is identical with the information on any other copy; and
 - (b) legibly includes the information notified to You.
- 7.3 You must provide Billzy with the Transaction Receipt and any other required evidence of the transaction within seven (7) days if You are asked by Billzy to provide it.
- 7.4 If You wish to change Your Internet or email address, or telephone number appearing on the Transaction Receipt, you must notify Billzy in writing at least fifteen (15) Banking Days prior to the change taking effect.

8. INVALID OR UNACCEPTABLE TRANSACTIONS

- 8.1 A transaction is not valid if:
- (a) the transaction is illegal as per applicable laws; or
 - (b) if applicable, the signature on the voucher, Transaction Receipt or authority is forged or unauthorised; or
 - (c) the transaction is before or after any validity period indicated on the relevant Card; or
 - (d) You have been told not to accept the Card; or
 - (e) the transaction is not authorised by the Cardholder; or
 - (f) the particulars on the copy of the voucher or Transaction Receipt given to the Cardholder are not identical with the particulars on any other copy; or
 - (g) the price charged for the goods or services is inflated to include an undisclosed surcharge for card payments; or
 - (h) another person has provided or is to provide the goods or services the subject of the transaction to a Cardholder; or
 - (i) You did not actually supply the goods or services to a genuine Cardholder as required by the terms of the transaction, or have indicated your intention not to do so; or
 - (j) the transaction did not relate to the actual sale of goods or services to a genuine Cardholder; or
 - (k) the transaction is offered, recorded or billed in a currency we have not authorised you to accept; or
 - (l) this Agreement was terminated before the date of the transaction; or
 - (m) You have not complied with Your obligations in clause 3.3; or
 - (n) if applicable, the details are keyed into Equipment and You did not legibly record on a Transaction Receipt the information required by clause 7; or
 - (o) it is a credit transaction in which:
 - (i) the amount of the transaction or transactions on the same occasion is more than any applicable limit notified to You; or
 - (ii) You collected or refinanced an existing debt including, without limitation, the collection of a dishonoured cheque or payment for previous card charges; or
 - (iii) You provide a Cardholder with cash; or
 - (p) it occurs during a period in which Your rights under this Agreement were suspended under or after this Agreement was terminated; or
 - (q) You cannot give a Transaction Receipt as required by clause 7 provided for herein; or
 - (r) for any other reason, the Cardholder is entitled under the Card Scheme Rules to a chargeback of the transaction.
- 8.2 A transaction for a sale or refund is not acceptable if:
- (a) the Cardholder disputes liability for the transaction for any reason or makes a claim for set-off or a counterclaim; or
 - (b) it is of a class which GPA or Billzy decide, in their discretion, is not acceptable.
- 8.3 You acknowledge and agree that GPA or Billzy may:
- (a) refuse to accept a transaction if it is invalid or unacceptable, or may charge it back to you if it has already been processed, even if we have given you an authorisation; and
 - (b) reverse a sales transaction as a chargeback, and debit your account for the amount of the chargeback, for any of the reasons in clauses 8.1 and 8.2 and any other reason we notify you of from time to time; and
 - (c) without limiting the above, delay, block, freeze or refuse to accept any transaction where GPA or Billzy has reasonable grounds to believe that the transaction breaches Australian law or sanctions or the laws or sanctions of any other country.

9. SETTLEMENT OF TRANSACTIONS

- 9.1 GPA will provide settlement to Billzy on each business day for the gross amount of all funds received from the card schemes in respect of transactions processed under this agreement, less any chargebacks or refunds.
- 9.2 Billzy is responsible for disbursing to you, in accordance with your funding, reserve and payment arrangements with Billzy, any settlement amounts received from GPA in respect of transactions processed under this agreement.
- 9.3 You agree to direct any queries regarding settlement to Billzy.

10. USE OF CARD SCHEME LOGOS AND TRADE MARKS

- 10.1 You acknowledge and agree that:
- (a) the card scheme logos, names and holograms ("the Marks") are owned solely and exclusively by the relevant card scheme; and
 - (b) you will not contest the ownership of the Marks for any reason; and
 - (c) the card schemes may at any time, immediately and without notice, prohibit you from using any of the Marks for any reason; and
 - (d) you may only use advertising and promotional material for the cards or which show a card scheme mark in the manner GPA approves, unless you have received authorization from the card schemes through other means.

11. REPRESENTATIONS AND WARRANTIES BY YOU

11.1 You represent and warrant that:

- (a) by entering into this Agreement, you are not currently and will not be in breach of any Relevant Law or any obligation owed to any Person; and
- (b) where applicable, you are duly authorised to enter into this Agreement and the obligations under this Agreement are valid, binding and enforceable in accordance with its terms; and
- (c) if You are an incorporated body, you validly exist under the laws of Your place of incorporation and have the power and authority to carry on Your business as that business is now being conducted and using any name under which that business is being conducted; and
- (d) if You, a Related Body Corporate or any officer, employee or agent of You or a Related Body Corporate has at any time been listed on a database of terminated merchants maintained by any Card Scheme or have otherwise had merchant services terminated by another acquiring bank, you have disclosed that fact to Billzy.

11.2 The representations and warranties set out in this clause will be deemed to be repeated each day after the date You enter into this Agreement.

12. NO WARRANTIES BY US

Neither Billzy nor GPA make any warranties in respect of any of the services provided under this agreement. To the maximum extent permitted by law, any and all implied warranties and guarantees are excluded. In respect of any warranty or guarantee which is able to be excluded under any relevant law, our liability in respect of a breach of that warranty or guarantee is limited to the re-supply of the goods or services or the payment of the cost of having the goods or services supplied again.

13. EXCLUSION OF LIABILITY

To the maximum extent permitted by applicable law we are not liable to you or to any person for any act or omission (including negligence) of ours that results in any direct or indirect loss (including loss of profits), damage, injury or inconvenience you suffer because of any service failure, including any unavailability of the service, any delays or any errors. Under no circumstances will be liable to you for any lost sales, revenue or profit or loss of custom due to any service failure which results in you being able to promptly accept payments from your customers.

14. TERMINATION AND SUSPENSION

14.1 GPA or Billzy may suspend or terminate this Agreement or suspend then terminate this Agreement or any part of it at any time if:

- (a) You are in breach of Your obligations under or arising out of this Agreement; or
- (b) if in Billzy's or GPA's reasonable opinion, the processing of Your transactions exposes Billzy or GPA to an unacceptable level of risk; or
- (c) You are or have engaged in conduct which exposes Billzy or GPA to potential fines or penalties imposed under Relevant Law; or
- (d) Your business or Equipment is or has been targeted by a person engaged in fraudulent or dishonest activity whether with or without Your knowledge; or
- (e) you or any service provider (other than Billzy or GPA) that you use in connection with your merchant services has suffered a data breach
- (e) a direction is made by a card scheme or under Relevant Law that the Payment Service be suspended or terminated; or
- (f) you have experienced an adverse change in financial circumstances; or
- (g) we have concerns about your solvency or if you come insolvent or are subject to any form of insolvency administration or a resolution is passed, or an order is made for winding up; or
- (h) you have a significant adverse credit event recorded against you.

14.2 This Agreement will terminate automatically and immediately if:

- (a) Billzy's registration as a member service provider or independent sales organisation with any card scheme is cancelled;
- (b) Billzy's agreement with GPA for the provision of merchant services is terminated for any reason; or
- (c) any other agreement that you have with Billzy in respect of Billzy's payment processing services is terminated for any reason.

14.3 You authorise GPA to disclose to any Card Scheme advice of termination of this Agreement and the reasons for the termination. You acknowledge that the information concerning termination of this Agreement then becomes available to any member of the Card Schemes. This information, available to any member of the Card Schemes, may be used in assessing subsequent applications for merchant facilities.

14.4 This clause 14 survives termination of this Agreement.

15. ASSIGNMENT

You may not assign or charge Your rights under this Agreement without our prior written consent.

16. AUSTRALIAN DOMICILE REQUIREMENTS

You acknowledge that we may only provide services to you under this Agreement where you:

- (i) have a permanent establishment in Australia through which transactions are completed;
- (ii) are registered to do business in Australia;
- (iii) have a local address in Australia for correspondence and acceptance of judicial process, other than a post-office box or mail-forwarding address; and
- (iv) pay taxes in Australia (where required) in relation to the sales activity; and
- (v) satisfy any other domesticity requirements imposed by card schemes from time to time.

In addition to any other right to terminate or suspend the services, we may immediately cease to accept transactions under this Agreement where you fail to satisfy the above requirements.

17. GOVERNING LAW

This agreement is governed by the laws of the State of Victoria. Each party submits to the jurisdiction of the courts of that State of Victoria and any courts of appeal from them.

18. AMENDMENT

We may vary this agreement on 30 days' written notice to you.

19. NOTICES

19.1 You acknowledge that GPA or Billzy may deliver notices to You in any of the ways listed in clause 19.2.

19.2 A notice must be in writing and is taken to be received:

- (a) if delivered personally, at the time of delivery;
- (b) if sent by pre-paid post, on the third day after the posting;
- (c) if sent by facsimile transmission, on the date the transmitting machine records transmission of the complete document;
- (d) when the party sending the notice is the GPA or Billzy, if sent by email, at the time when the email enters Your information system.

19.3 The address, facsimile number or email address to be used for notices is the last address, facsimile number or email address advised by a party. You must inform Billzy immediately of any change of Your address, facsimile number or email address.

20. SET-OFF

Billzy and GPA may at any time without notice to you set off any Liability owed by Billzy or and GPA (as the case may be), to you on any account against any Liability owed by You to Billzy or the GPA (as the case may be) under or in connection with this agreement. For the purpose of this clause, "Liability" means any debt or monetary liability, irrespective of whether the debt or monetary liability is future or present, actual or contingent.

EXECUTED AS AN AGREEMENT

The completion of a Billzy Application and the conduct of your first transaction with Billzy will be considered your consent and intent to execute this agreement.

