

Paymate OnTheGo Terms and Conditions of Service

Basic Definitions

In these Terms and Conditions: (1) "we," "us," "our," "Paymate OnTheGo," and "Paymate," mean Paymate Pty Ltd. and its affiliates; (2) "you," "your," "customer," and "user" mean an account holder or user doing business with us; (3) "Device" means any phone, mobile card acceptance device (device), accessory or other product we sell to you or that is active on your account with us; and (4) "Service" means our offers, or application subscriptions on your account with us.

Services Covered by these Terms and Conditions and Additional Terms

These Terms and Conditions apply to our standard mobile application services and any other service we offer you that references these Terms and Conditions. Different terms will apply to most accounts. Additional terms will apply when you use certain Paymate services. Additional terms will also apply if you activate Services as part of a bundle with another company's services (for example, mobile services, mobile phones, etc.). A different dispute resolution provision may apply to services provided by another company.

Our Policies Services are subject to our business policies, practices and procedures ("Policies"), including, but not limited to, our Privacy Policy and combined PDS/FSG – both available on our website at <http://www.paymate.com>. You agree to all of our Policies when you use our Services.

Acceptance of the Terms and Conditions

You must have the legal capacity to enter into these Terms and Conditions. You accept the Terms and Conditions when you sign a contract with us on paper or electronically.

Our Right to Change the Terms and Conditions & Your Related Rights

We may change any part of the Terms and Conditions at any time, including, but not limited to, rates, charges, how we calculate charges, or your terms of Service. We will provide you notice of any material changes, and may provide you notice of non-material changes, in a manner consistent with these Terms and Conditions (see "Providing Notice to Each Other under the Terms and Conditions" section). If a change we make to the Terms and Conditions is material and has a material adverse effect on Services under your Term, you may terminate these Terms and Conditions by giving us 30 days notice in writing

Our Right to Suspend or Terminate Services

We can, without notice, suspend or terminate any Service at any time for any reason, including, but not limited to: (a) late payment; (b) providing false information; (c) if we have suspicions that you are using Services in any manner restricted by or inconsistent with the Terms and Conditions; (d) breaching the Terms and Conditions, including our Policies; (e) providing false, inaccurate, outdated or unverifiable identification or credit information, or becoming insolvent or bankrupt;

(h) if advised by our Acquirer bank that we can no longer process your payments, or (i) if we believe the termination protects our interests, any customer's interests or our network.

Your Right to Terminate Services

You can terminate Services at any time by giving us 30 days notice and requesting that we deactivate all Services. You are responsible for all charges billed or incurred prior to deactivation. If Services are terminated before the end of your invoicing cycle, we will prorate charges to the date of termination and you will receive a credit or refund for any unused Services, unless we are permitted under any law to offset these amounts due to your breach of these Terms and Conditions.

Restrictions on Using Services

You cannot use our Services: (a) to transmit content/messages that are, or in any manner that is, illegal, fraudulent, threatening, abusive, defamatory, or obscene; (b) in a way that could cause damage or adversely affect our customers, reputation, network, property or Services; (c) to communicate any unsolicited commercial voice, text, SMS, social media or other message; (d) to infringe on the copyright of another, or upload or transmit any "virus," "worm," or malicious code; or (e) in any way prohibited by the terms of our Services, the Terms and Conditions or our Policies.

Account & Service Charges; Pro-rating

You are responsible for all charges associated with your account and the Services on your account, including those you permit to use the Services. Charges may include, but are not limited to, device purchase, monthly recurring charges, taxes, and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials we may send to you. If you, as the account holder, allow end users to access or use your Devices, you also authorise those end users to access, download and use the Services.

Your Bill for Paymate OnTheGo monthly subscription charges

Your Paymate account will provide you details of the pricing option that you have selected. It also reflects your monthly recurring charges (billed one bill cycle in advance). You are able to select a different pricing option in your Paymate account. If you change the monthly cycle it commences from the following day and the associated monthly fee will be charged overnight the next business day.

Your Payments

Payment is due in full as stated on your account. If we do not receive payment in full by the date specified in your Paymate account, we reserve the right to impose a dishonor fee which will be applied to the total unpaid balance. We will debit your bank account directly on a monthly basis. We may charge you, a default fee of \$25.00 for payments declined for any reason by a financial institution. Acceptance of payments does not waive our right to collect all amounts that you owe us.

Payment Authorisation

You hereby authorise Paymate Pty Ltd, to initiate charges, via debit entry, and if necessary, process adjustments to correct charges made in error, to your account as described below. You acknowledge that the origination of credit card transactions to your account must comply with the provisions of Australian law. This authorisation for recurring charges is to remain in full force and effect until You have received written notification from us of its termination in such time and in such manner as to afford Us and Our Bank (if applicable) a reasonable opportunity to act on it.

Disputing Charges - You Must Still Pay Undisputed Charges

Any dispute to a charge on your account must be made within 60 days of the date of the charge. Disputes can be made by writing to us as directed in section 2.12 of the PDS You accept all charges not properly disputed within the above time period must still be paid as stated on account and if the dispute is resolved in your favour, a refund of the amount comprising the disputed charges will be paid to you within 14 days of the dispute being resolved.

Protecting Our Network & Services

We can take any action to: (1) protect our network, our rights and interests, or the rights of others; or (2) optimise or improve the overall use of the Paymate Services.

Your Privacy

You agree to the terms of our Privacy Policy, available on our website, when you use our Services. This policy may change from time to time, so review this policy with regularity and care. Among other things, the policy includes important information on what information we collect about you, how we use that information, and with whom we share that information (for example, to provide you certain Services, to protect our rights and interests, to respond to legal process, etc.). Also, to ensure the quality of our Services and for other compliance purposes, we may monitor or record calls between us (for example, your conversations with our customer service or sales departments).

You agree to obtain consent from your customers when collecting personal or business related information about them through the use of the service. You also agree to notify them that we may access this information for transaction monitoring purposes. This may include us using this information to contact your customers to check the authenticity of transactions, however will not contact them for Marketing purposes.

If you do not agree with the terms of our Privacy Policy, you cannot purchase or use our Services. We encourage you to protect the privacy of your account information by establishing passwords which may include an answer to a backup shared secret question.

These authenticators will be used when you access your account. This is the most effective way for you to protect your account. We treat the holder of your password(s) and/or your answer to a backup shared secret question as an

authorised person on your account. Please do not share your authentication information with anyone that you do not wish to have access to your account. You agree that we may contact you in our discretion about important account related matters through the contact information you provide, through the Services to which you subscribe or through other available means. We also may allow you to set preferences for your preferred means of contact. As we provide Services to you, we develop information about the quantity, technical configuration, type and destination of Services you use, as well as some other information found on your account. You acknowledge that we are collecting your information for our use in accordance with our privacy policy which is available at: <http://www.paymate.com/cms/index.php/security-a-privacy>

Disclaimer of Warranties

Except to the extent permitted by applicable laws, we make NO representations or warranties, express or implied, of merchantability, or fitness for a particular purpose concerning your Services (including your Device). We do not promise uninterrupted or error-free Services and do not authorise anyone to make warranties on our behalf.

You Agree We Are Not Responsible for Certain Problems.

You agree that except to the extent permitted by applicable laws, neither we nor our vendors, suppliers or licensors are responsible for any damages resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted calls/messages, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 000, (f) interrupted, failed, or inaccurate location information services, (g) information or communication that is blocked by a spam filter, (h) any third party mobile phone applications that may be required to use certain aspects of the service, or (i) things beyond our control, including acts of God for example, weather-related phenomena, fire, earthquake, riot, strike, war, terrorism or government orders or acts.

You Agree Our Liability Is Limited - No Consequential Damages

To the extent permitted by law, our liability for monetary damages for any claims you may have against us is limited to no more than the proportionate amount of the Service charges attributable to the affected period. Under no circumstances are we liable for any incidental, consequential, punitive or special damages of any nature whatsoever arising out of or related to providing or failing to provide Services in connection with a device, including, but not limited to, lost profits, loss of business, or cost of replacement products and services.

Returns and Replacement for the Paymate OnTheGo mobile card acceptance device (Device)

What is the replacement policy?

The goal at Paymate is to ensure that our customers have the best experience with our products.

What is the Device warranty?

The warranty period for the device is 6 months from the day that it is delivered to you. During this period your Device will be replaced at no cost if it is not functioning correctly through no fault of yours. However if Paymate determines that the Device is faulty in any other way then you will be liable for the replacement costs of the Device.

If your Device has been damaged in Transit:

If you feel your Device has been damaged when you receive it, please contact Customer Service on 1800 240 112 while the Technician who is delivering and installing the Device is there (if applicable). If this is not possible claims for damaged or missing items must be received within ten business days of receipt of merchandise. By signing the acknowledgement with the Technician you are acknowledging that the Device is in good working order and that all the components are in working order.

If your Device is faulty:

If your Device is not working, please call Paymate OnTheGo's customer service line on 1800 240 112. Customer Service is available Monday-Friday, 9am-5pm AEST. If it is determined that your Device requires service, our Customer Service Agents will provide you with detailed instructions on how the Device will be replaced or serviced.

What is the replacement cost for faulty Devices:

If the Device requires replacing during the warranty period and we determine that the fault is not yours, we will arrange collection and replacement of the Device at no cost. If it is outside of the warranty period or it is determined by Paymate that through your actions that the Device has been damaged (eg. water damaged), we will charge you \$240.00 (including GST) for the replacement Device. If you have more than one Device that is being replaced at the same time the cost for each additional replacement Device is \$180.00 (Including GST). Any charges will be debited directly from your linked bank account.

Requirements for Return:

All returned items must include the original packaging, manuals, documentation and accessories in order to qualify for a replacement device. Packages sent back that do not include the original packaging, manuals, documentation and accessories may not qualify for a replacement device. In addition, the item must be in its original (as new) condition to qualify for a replacement device.

If you lose or break your device:

If you lose or break your device, please contact Paymate OnTheGo's customer service line on 1800 240 112 as soon as possible. Lost or broken Devices will be replaced at the Retail Price, which is inclusive of any Shipping and Handling costs.

This additional cost will be charged to your nominated account. Once your account has been debited the new Device will be issued to you.

Providing Notice to Each Other Under the Terms and Conditions

Except as the Terms and Conditions specifically provide otherwise, you must provide us notice by calling or writing us as instructed in section 2.12 " in the PDS. We will provide correspondence to your last known billing address or to any e-mail address you have provided us.

Minimising Fraud

Before commencing any transactions, please take time to read through this section in full as it contains important information to assist you in protecting your business

General Tips to safeguard against fraud

- o Do not allow equipment to be used by unauthorised persons
- o Do not divulge cardholder information (e.g. card names or numbers)
- o Never email credit card numbers or request your customers provide their credit card number by email
- o Under no circumstances should sensitive information be stored; this information includes security codes (CVV2, CVC2), PIN or card number

Be alert for customers acting suspicious or who

- o Appear nervous, overly talkative or in a hurry
- o Try to rush you or distract you
- o Carry the card loose or by itself
- o Have no means of identification
- o Make purchases without regard to size, quality or price of goods
- o Ask to split transactions into smaller amounts
- o Ask for transactions to be manually entered (unavailable on the Paymate OnTheGo card reader)

What to do if you are suspicious of a transaction

Ask for photographic identification (e.g. Driver's Licence or passport) and ensure that the details match the cardholder's name.

Record these details in the transaction notes function of the paymate on the go phone app

Remember: Never place yourself at risk - your safety comes first. Please report all fraudulent activities to the Police immediately.

What to look for to help identify fraudulent cards

- o Check whether the card appears damaged, altered or tampered with
- o Ensure that the name on the card is appropriate to the customer. Identity theft may have occurred if you are presented with a card containing the name of a cartoon character, a feminine name on a card presented by male or other questionable scenarios
- o The printing on the card should look professional and the card should not be made of inferior material
- o The card must have current validity dates (a card can only be used from the first day of the 'valid from' month to the last day of the 'until end' month)
- o Check the Hologram (credit cards and debit cards) The image on the hologram should move and/or change colour when the card is tilted
- o Check that the first four digits of the embossed account number match the four digits printed immediately above or below the embossed number

Laundering of sales (3rd party processing)

The term "laundering", in a merchant context, refers to a number of situations, including where a business with a valid merchant facility accepts transactions on behalf of another business. Disreputable individuals sometimes approach legitimate merchants to process their credit card transactions, generally paying the merchant a percentage of the amount processed.

Such conduct would constitute a serious breach of your Paymate Agreement, and it is also an extremely dangerous practice which exposes a merchant's business to significant risk of loss. Merchants engaging in laundering/processing transactions on behalf of another business are liable for all Chargebacks arising from these transactions.

In many cases, the individual approaching the merchant to process their transactions is unable to obtain a merchant facility or Paymate account of their own, possibly due to previous improper merchant practices. Consequently, the chance of fraudulent transactions being processed is extremely high.

You must not process any Transactions on behalf of someone else or in connection with a Transaction that did not involve you directly selling goods or services to a customer.

Chargebacks

A Chargeback is the term used for debiting a merchant's bank account with the amount of a transaction that had previously been credited. Chargebacks can have a financial impact on your business.

Chargebacks can occur for a number of reasons, which include (but not limited to):

- Processing errors
- Unauthorised use of a card
- Unauthorised transactions
- Incorrect transaction amount
- Transactions performed on a lost or stolen card
- Merchandise not received by purchaser or wrong goods sent.

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Chargebacks can generally be made up to a maximum of 12 months from the transaction date, or from the date the goods or services should have been provided, where delivery was expected subsequent to payment.

At all times, the onus is on you to verify that the purchaser is the genuine Cardholder.

We recommend that merchants accepting credit card payment in a face to face environment take steps to verify the purchaser, especially for large purchases.

If you sell goods or services to a purchaser who is not the genuine Cardholder, you may be liable for the Chargeback.

We emphasise that Authorisation does not constitute verification of the purchaser's identity – the Transaction may be fraudulent even though Authorisation is obtained.

Types of goods fraudsters' target

Due to their high value and ability to be re-sold, the following types of goods are frequently targeted by fraudsters:

- Electrical goods;
- Household appliances;
- Jewellery;
- Computers;
- Goods which are easily disposed of for cash.

If you are selling any of these types of goods, we urge you to be extremely careful before delivering/shipping goods. In particular, you should take all possible steps to confirm that the purchaser is the genuine Cardholder.

If you have any questions regarding minimising fraud, feel free to contact our helpdesk on 1800 240 112 Monday - Friday, 9am - 5pm (Sydney Time)