

# Mint

# Merchant Terms & Conditions

Updated May 2023

## General Terms & Conditions

### 1. **Mint Appointment**

- 1.1 The Customer appoints Mint as provider to the Customer and the Multi-Site Parties of the Mint Payments Portal and the Platform Payment Services on the terms of these General Terms and Conditions, together with:
- (a) For the avoidance of doubt, the Schedules to these Terms and Conditions;
  - (b) the Application Form;
  - (c) Mint Payments Direct Debit Request;
  - (d) Mint Payments Direct Debit Request Service Agreement;
  - (e) Website Terms and Conditions,
- (together, **the Transaction Documents**).
- 1.2 This Agreement is to be read in conjunction with the Transaction Documents. To the extent These Terms and Conditions conflicts with any of the other Transaction Document, then unless otherwise specified in these General Terms and Conditions these General Terms and Conditions shall prevail.
- 1.3 This Agreement commences on the date the Agreements have been executed by the Customer and accepted by Mint and continues until the Agreement is terminated in accordance with Clause 10. Mint will notify the Customer in writing that the Application has been verified and is acceptable to Mint.
- 1.4 Notwithstanding any other provision in this Agreement, Mint may, in its absolute discretion provide the Customer with limited services (including, without limitation, suspending services).
- 1.5 This Agreement is a binding legal agreement by and between Mint and the Customer, (together with the Multi-Site Parties) and sets out the terms and conditions which will govern the use of the Mint Payments Portal and supply and delivery of the Platform Payment Services.
- 1.6 By issuing the Agreement to the Customer, Mint agrees to provide access and use of the Mint Payments Portal and to supply the Platform Payment Services and the Equipment to the Customer in accordance with this Agreement.

### 2. **Fees**

- 2.1 All Fees are exclusive of GST unless expressly stated otherwise.
- 2.2 The Customer shall pay Mint the Fees for use of the Mint Payments Portal and the Platform Payment Services. The Customer must pay the

Equipment Fees (if any) for the Equipment in accordance with Schedule 2.

- 2.3 Mint will issue a Tax Invoice to the Customer for the use of the Mint Payments Portal and the Platform Payment Services by the 15<sup>th</sup> of each month for all transactions initiated by the Customer for the previous month.
- 2.4 The Customer shall pay the Fees on the date specified in the Tax Invoice issued by Mint in accordance with clause 2.3.
- 2.5 Mint is authorised to deduct any amounts owed to Mint, including:
- (a) any costs Mint has had to incur relating to Transactions where Mint has paid out a refund or the underlying payment Transaction has otherwise been reversed;
  - (b) additional fees payable for any other Transactions or for additional payment services as agreed between the Parties; or
  - (c) any unauthorised, disputed or incorrectly executed payment Transactions notified to Mint, plus any related interest and charges.
- 2.6 If Mint cannot deduct the Fees or any Authorised Deductions from payments due to the Customer, Mint may issue an invoice to the Customer for those amounts, and such amounts will be immediately due and payable by the Customer.
- 2.7 Mint may vary the Fees or the Equipment Fees (if any) at any time by giving the Customer 30 days' written notice of any such variation.
- 2.8 The Customer acknowledges that Mint may be entitled to receive a commission relating to the Customer's use of the Merchant Account.
- 2.9 The Customer acknowledges that the use of the Equipment and Services may incur charges from the Customer's mobile service provider including data and/or SMS/MMS services. Any such charges are the Customer's sole responsibility and any matters regarding these charges should be directed to the Customer's mobile service provider.
- 2.10 All payments to be made by the Customer shall be made free and clear of and without deduction of any taxes unless the Customer is required to make such a payment subject to the deduction or withholding of tax, in which case the sum payable by the Customer (in respect of which such deduction or withholding is required to be made) shall be increased to the extent necessary to ensure that We receive a sum net of any withholding or deduction equal to the sum which it would have received had no such

deduction or withholding been made or required to be made.

### 3. Settlement Periods

- 3.1 The settlement period for Mint card acquiring (card-present and virtual) products is up to 2 banking days for Australia, and up to 3 banking days for New Zealand.
- 3.2 The settlement period for MintEFT Standard product is up to 3 banking days in Australia, and up to 4 banking days for New Zealand.
- 3.3 The settlement period for MintEFT Real-Time product is up to 3 hours.
- 3.4 The Customer acknowledges that in the event of a late dishonour after Mint has settled a Transaction, Mint will:
  - (a) recoup all settled funds; and
  - (b) notify the Customer of all dishonours and reversals.
- 3.5 The Customer acknowledges that it will be responsible and solely liable for rectifying any error or omission in relation to a Transaction on the Mint Payments Portal or any other payments service provided by Mint including an instruction to return funds, reversal, funds settled in error or without authorisation and the Customer waives any right to make any Claim against Mint for any amounts or liabilities associated with the Transaction error or omission in this regard howsoever it is caused, occurs or arises (other than fraud or wilful misconduct by Mint).

### 4. Payment Partners

#### 4.1 Service Providers

The Customer acknowledges and agrees that Mint uses each of the Service Providers to provide third party acquisition and other services to facilitate the provision of the Services by Mint and agrees to comply with each Service Provider's terms of service and ensure that the Customer does not commit an act or omission that would cause Mint to be in breach of any Service Provider's terms of service. The current terms of service for each Service Provider can be accessed at <https://www.mintpayments.com/terms/>.

#### 4.2 Use of Data

The Customer grants each Service Provider an irrevocable licence to use the Customer Data:

- (a) for the purposes of:
  - (i) allowing each Service Provider to undertake verification and onboarding procedures,
  - (ii) to allow each Service Provider to process Transactions in

accordance with its agreement with Mint;

- (iii) for its internal and external compliance processes; and
  - (iv) any other purposes that are necessary or reasonably ancillary to the purposes set out in sub-paragraphs (i) to (iii) above,
- (b) including a right to disclose Customer Data to each Service Provider's associated companies, the police, Associations, regulator, or any other investigating body for use in the prevention or detection of fraud or other criminal activity, or to any credit reference agency which a Service Provider also uses as a source of information;
  - (c) including a right to transfer such Customer Data outside of Australia to the extent necessary for the permitted activities of each Service Provider.

#### 4.3 Withholding

In addition to any other rights or remedies any Service Provider may have against Mint and the Customer, the Service Providers reserve the right to retain or withhold Settlement of any sums due to Mint if:

- (a) the Customer fails to comply with the terms of the agreement with Mint;
- (b) in the circumstances listed in Clause 4.4; or
- (c) a Termination Event has occurred.

#### 4.4 Suspension.

Each Service Provider may, with or without notice, change processing or payment terms and/or suspend credits or other payments of any and all funds, money and amounts now due or which subsequently become due to Mint pursuant to this Agreement if in good faith a Service Provider suspects that

- (a) any Transaction is fraudulent or involves other criminal activity;
- (b) that any Transaction was not in the ordinary course of Mint's Business or that of the Customer;
- (c) if the number and/or size of the Transaction(s) is significantly greater than expected;
- (d) if any of the Termination Events has occurred; or
- (e) if a Service Provider suspects that any such Termination Event has or is likely to occur (whether or not that Service Provider has terminated this

Agreement). All payments so suspended may be retained by the Service Provider until the Service Provider has satisfied itself that such Transaction(s) is/are legitimate and no longer liable to be the subject of a Chargeback. No interest shall accrue in respect of any such amount that is so withheld. The Service Provider shall notify Mint as soon as reasonably practicable, and to the extent permitted by Applicable Law, of any such changes or suspensions pursuant to this clause.

#### 4.5 Specific Prohibitions

The Customer must not at any time or for any reason:

- (a) undertake Transactions for anything other than the genuine purchase of the goods and/or services that the Customer supplies;
- (b) impose any minimum or maximum Transaction values;
- (c) discriminate against the use of Cards in any way;
- (d) split a Transaction into two or more Transactions;
- (e) accept Transactions relating to goods and/or services which fall outside the description of the Customer's Business without Mint's prior written approval;
- (f) accept a Transaction or present Transaction Data for processing which was not undertaken directly between the Customer and the Cardholder;
- (g) accept or process Transactions in order to give Cardholders cash unless the Service Providers have specifically given their prior written consent to do so;
- (h) accept any Transaction using any Card issued in Mint's or the Customer's name, or related to the Nominated Bank Account or of a partner in, or director or other officer of Mint's Business or the Business of the Customer, or of the spouse or any member of the immediate family or household of any such person;
- (i) submit Transaction Data which Mint or The Customer know or ought to have known is illegal; or
- (j) Refund Transactions to a Card which was not originally used to make such Transactions, and the Customer must not, under any circumstances, accept money from a Cardholder in connection with processing a Refund to the Cardholder's Account

#### 4.6 Amendments to Flow Down Terms.

A Service Provider may require Mint to change the contents of Schedule 3 in the event of a revision, amendment, variation or new version of any of the Association Rules or any changes in Applicable Laws or the Service Provider's internal policies. In the event of a Service Provider requiring such a change Mint will provide the Customer with notice of the relevant change and such changes shall become effective within thirty (30) calendar days of such notification.

#### 4.7 Tripartite Agreement

If the Customer's combined annual volume of Transactions involving a Scheme exceeds, or is reasonably expected to exceed, the Maximum Amount under the relevant Association Rules (or such larger amount notified by a Service Provider) and no Maximum Amount Exemption applies, then each of the relevant Service Provider, Mint and the Customer are deemed to have automatically entered the agreement set out in Schedule 3 (or such other terms as the Service Provider may require) from the date that the Maximum Amount is or becomes reasonably expected to be exceeded ("**Tripartite Agreement**"). If required by a Service Provider, the Customer will sign and return a copy of the Tripartite Agreement to evidence such Agreement.

### 5. Account Information

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- 5.1 The Customer warrants and represents that all information contained in the Application Form (including any annexures or attachments thereto) is complete and accurate in every respect.
- 5.2 The Customer acknowledges that all information provided by the Customer in the Agreements (including the Application Form) and all Transactions conducted by the Customer pursuant to the Agreements may be accessed and stored by Mint for 7 years. The Customer further acknowledges that such account and transaction information may be required to be disclosed by Mint to third parties in compliance with laws and regulations, court order, government authorities or to comply with Mint's contractual obligations.

### 6. Customer Covenants

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- 6.1 The Customer must:
  - (a) do all acts necessary to facilitate the onboarding and Account Verification process to Mint's satisfaction;
  - (b) comply with any Specifications issued by Mint;
  - (c) only use the Services for the legitimate business purposes of the Customer;

- (d) comply with all Association Rules and any regulations, requirements and standards issued by a governmental authority or industry body (together, **Industry Regulations**);
  - (e) properly submit Transaction Data (including without limitation all transaction details required by the Associations);
  - (f) ensure that its employees and others do not submit returns or refunds that do not reflect valid returns or refunds corresponding to prior transactions;
  - (g) retain transaction records according to the timelines required by the Association Rules, Industry Regulations or applicable laws;
  - (h) promptly provide any financial or other information requested by Mint to perform know-your-customer, anti-money laundering, credit risk, security and qualification, regulatory and Association compliance tasks and other reviews related to the provision of the Services, transactions submitted, fulfilment of obligations to Mint or the financial condition of the Customer,
  - (i) provide Mint with reasonable advance notice of any material change in the nature of the Customer's business (including any change in control or merger, any liquidation, any transfer or sale of substantially all of its assets or any change to the Company's operations that would materially affect the products or services sold, the procedures for payments acceptance or the fulfilment of obligations to a cardholder);
  - (j) provide Mint with written disclosure identifying the third-parties, systems, and services the Customer uses to receive, transmit, process or otherwise manage information or its information technology systems (for example, without limitation, gateways, encryption or firewall providers) related to the transaction information or payment data processed in connection with these General Terms and Conditions (these third-parties must be registered providers with the Associations);
  - (k) if specified in the Application Forms, execute an Escrow Deed that:
    - (i) details the amount, and manner in which, Escrow Funds must be provided to Mint to secure any of the Customer's obligations or fees, charges or costs payable under the Agreement;
    - (ii) details how and when Mint will debit or credit any Escrow Funds to or from the Customer's Escrow Account; and
    - (iii) governs the provision of Escrow Services to the Customer.
- (l) ensure that it does not:
- (i) do anything which will result in a Claim being brought against Mint; or
  - (ii) breach any laws or regulations; or
  - (iii) use the Mint Payments Portal in a manner which facilitates, causes or results in anything illegal or constitutes Restricted Activities;
- (m) use all reasonable efforts to prevent unauthorised third parties from accessing or utilising the Mint Payments Portal; and
- (n) use reasonable efforts to monitor and take action to decrease the risk of Restricted Activity or Unauthorised Activity and to comply with all applicable laws and regulations.
- 6.2 The Customer agrees that:
- (a) the Customer will not submit for payment, any Transaction they know or ought to have known is illegal;
  - (b) Mint will not accept from the Customer, any Transaction Mint knows or ought to have known is illegal;
  - (c) on an ongoing basis, the Customer must promptly provide Mint with the current address of each of its offices, all "doing business as" (DBA) names used by the Customer, and a complete description of goods sold and services provided to its own customers;
  - (d) the Customer will accept all valid and current Cards presented by Cardholders which are covered by this Agreement;
  - (e) provide its full range of goods and/or services to Cardholders at prices not greater than normal cash prices or as otherwise permitted by the Associations;
  - (f) if the Customer undertakes E-Commerce Transactions, the Customer will not use more than one URL to accept Transactions under the Agreement, register more than one URL against the Agreement or use a URL to accept Transactions under the Agreement which is not the URL notified to A Service Provider as being related to the Agreement;

- (g) if the Customer indicates a price to a Cardholder which is not a price applicable to all methods of payment accepted by it then, before the Customer accepts the Transaction it must display a statement explaining any methods of payment to which the indicated price does not apply and the difference in price either as an amount or a percentage. The statement must be displayed at each public entrance to the Customers premises and (except for Card Not Present Transactions) at each Point of Sale. Statements in respect of Card Not Present Transactions must be made in accordance with this Agreement.
  - (h) the Associations may at any time, immediately and without advance notice, prohibit the Customer from using any of the Scheme Marks for any reason;
  - (i) the Associations have the right to enforce any provision of the Association Rules and to prohibit the Customer and/or its Payment Facilitator from engaging in any conduct the Associations deem could injure or could create a risk of injury to the Associations, including injury to reputation, or that could adversely affect the integrity of the Interchange System, the Associations Confidential Information as defined in the Association Rules, or both;
  - (j) the Customer will not take any action that could interfere with or prevent the exercise of this right by the Associations;
  - (k) that the Associations are the sole and exclusive owner of the Scheme Marks;
  - (l) not to contest the ownership of the Scheme Marks for any reason;
  - (m) to ensure that it prominently and unequivocally informs a Cardholder of the identity of the Customer at all points of interaction, so that the Cardholder can readily distinguish the Customer from any other third party, such as a Supplier of products or services to the Customer and will ensure that its website:
    - (i) prominently displays the name of the Customer;
    - (ii) prominently identifies the name of the Customer as displayed on the website as both the Customer and as the name that will appear on the Cardholder statement; and
    - (iii) display the Customer name and information as prominently as any other information depicted on the website, other than the images of the products or the services being offered, in accordance with the Association Rules.
  - (n) that Mint can provide to Any Service Provider, and the Customer agrees that Any Service Provider may use, for the purposes of fulfilling Any Service Provider's obligations under this Agreement or as otherwise required by Any Service Provider, any information, whether confidential or otherwise, regarding the Customer that Any Service Provider may, from time to time, request within seven hundred and twenty-one (721) days of Any Service Provider making that request of Mint;
  - (o) the Customer shall co-operate with Mint and Any Service Provider in respect of any issues arising out of a breach or potential breach of security in relation to the holding of confidential data;
  - (p) to comply with PCI, that the Card Schemes require it to comply with PCI and that it shall enable the relevant Service Provider to carry out an audit of the Customer's systems in accordance with the provisions of Clause 12.6(c)(iv) to ensure the Customer's compliance with the requirements under the Agreement.
- 6.3 The Customer warrants and represents that that:
- (a) it will provide accurate information and all reasonable assistance to Mint in relation to the use and delivery of the Mint Payments Portal and Platform Payment Services;
  - (b) in processing a Transaction, the Customer has supplied (or, where the Transaction Data relates to a prepayment or deposit, it has agreed to supply) the goods and/or services to which the Transaction Data relates and to the value stated therein;
  - (c) it waives any right to make any Claim against Mint for any amount or liability associated with a Transaction error or omission, howsoever caused;
  - (d) any information owned or controlled by it or collected by Mint in connection with the delivery of the Platform Payment Services shall be subject to the terms of this Agreement, including the provisions governing Data Security.



## 7. Direct Debit Covenants

### 7.1 Direct Debit Services

Where the Application Form specifies that direct debit services are required by the Customer then the Customer and Mint agree that the Customer makes the Mint Payments Direct Debit Request set out in Schedule 1 and both the Customer and Mint agree that the direct debit services shall be provided in accordance with the Mint Payments Direct Debit Request Service Agreement.

### 7.2 Third Party Provider

The Customer acknowledges that Zepto Payments Pty Ltd (ACN: 604 057 598) ("Zepto") is Mint's third party service provider for direct debit payment services. The Customer acknowledges and agrees that the Customer accepts the Zepto terms and conditions available at the following sites (as updated from time to time):

- (a) <https://www.zepto.com.au/>
- (b) <https://www.zepto.com.au/ddrsa/>
- (c) <https://www.zepto.com.au/ddr/>

## 8. Equipment

The Customer must indicate on the Application Form whether it intends to purchase or lease Equipment from Mint. To the extent the Customer elects to purchase or lease Equipment, then the terms set out in Schedule 2 will govern those arrangements.

## 9. Amendments

The Customer agrees that:

- (a) Mint may vary or add to the Agreements and may change, remove, or insert conditions governing the use of any feature or element of the Mint Payments Portal by giving seven (7) days' prior notice to the Customer, such notice may be given on Mint's website and through which Mint provide services related to the Agreements; and
- (b) by continuing to use or provide the Mint Payments Portal, and unless the Customer notifies Mint otherwise before the date of any proposed change, the Customer will be deemed to have accepted any such changes.

## 10. Termination

10.1 Either party may terminate this Agreement:

- (a) in the event of a material breach of the terms or an obligation under this Agreement by the the other if such breach can be remedied, which is not

rectified within 30 days of being notified; or

- (b) upon 30 days' notice for any reason.

10.2 Mint may terminate this Agreement immediately if any of the following events (each a "Termination Event") occurs:

- (a) the relevant Service Provider or the Associations request Mint to do so;
- (b) a Service Provider terminate this Agreement with Mint for any reason;
- (c) the Associations de-register Mint as an IPSP and/or a Payment Facilitator or if a Service Provider ceases to be a member of either Scheme for any reason or if a Service Provider fails to have a valid License with either Scheme to use any Mark accepted by the Customer; in such circumstances the Customer Contract must provide for automatic termination;
- (d) the Customer's activity is deemed, at Mint's discretion or at the direction of a Service Provider or the Associations, to be fraudulent or otherwise wrongful or in violation of the Association Rules;
- (e) a Service Provider considers the percentage, number or amount of fraudulent Transactions submitted by the Customer or the number of Chargebacks in relation to Mint's Business or the business of the Customer, to be excessive;
- (f) the Customer submits for processing, Transactions on behalf of any third party entity other than that agreed between Parties;
- (g) the Customer materially alters its website content without a Service Provider's or Mint's prior written consent or changes its business or alters its business model during the term of the Agreement or if there is a direct or indirect change of Control of the Customer or any parent company of the Customer; and
- (h) for six (6) consecutive months the Customer fails to submit any Transactions or no activity is recorded on the Customer's Terminal Account.
- (i) the Customer is the subject of an Insolvency Event;
- (j) any activity or conduct occurs which constitutes a material risk to Mint or is contrary to or in conflict with an Authorised Activity;
- (k) the Customer or any person authorised or facilitated by the Customer (or Multi-site Party) has undertaken or facilitated a Restricted Activity or Unauthorised

Activity or Mint has reasonable grounds to suspect Restricted Activities or Unauthorised Activity has or may be undertaken or facilitated by the Customer (or Multi-site Party);

- (l) following a review by Mint, Mint considers in its reasonable opinion, that the Mint Payments Portal is not compliant with any law or regulation and which may materially affect delivery of the Platform Payment Services or affect Mint's compliance with any law or regulation; or
- (m) Mint determines, in its absolute and sole discretion, that the use of the Mint Payments Portal or supply of the Platform Payment Services presents an unacceptable risk to Mint (including, but not limited to, fraud, chargeback or other risk or data protection risk).

## 11. Data Protection

- 11.1 The Customer must:
  - (a) take all reasonable steps to keep the Credentials safe, confidential and to prevent fraudulent use of the Credentials; and
  - (b) inform Mint promptly upon becoming aware of the loss, theft, misappropriation or unauthorised use or disclosure of the Credentials.
- 11.2 Each Party is responsible for ensuring data security for all data and Confidential Information of the other party acquired or otherwise in its possession, custody or control during the provision of Platform Payment Services under this Agreement.
- 11.3 Each party agrees to comply and ensure continuing compliance with all applicable laws and regulations, including but not limited to Data Protection Laws in respect of the information and data referred to in this clause 11.
- 11.4 The Customer acknowledges and agrees that any personal information supplied by the Customer to Mint may be used by Mint in accordance with the terms of Mint's then current Privacy Policy. Specifically the Customer acknowledges and consents to any personal information provided being checked with the document issuer or official record holder via third party systems for the purpose of confirming relevant persons identity.
- 11.5 Mint may disclose the Customer's Credit Information to our payment partners, data source providers, and credit reporting bodies for the purposes of credit assessment and to assess your eligibility for our Services.
- 11.6 Mint may disclose information to or collect information from credit providers (including but

not limited to [Equifax Australia, Centrix and illion](#)), who may include any of the Customer's personal information or Credit Information in reports to assist us with our assessment of your eligibility for our Services.

- 11.7 The Customer acknowledges and agrees that that personal information collected by Mint may be verified by Mint through Equifax IDMatrix Services, and the Customer authorises Mint and its partners to obtain third party datasets containing personal information of the Applicant for identification and verification processes, and confirms that such information:
  - (a) will be subject to an information match request;
  - (b) the information match request, the information match result and other information match data and access to and use of the document verification service, may involve use of third party systems and services; and
  - (c) if relevant, information provided to or by the Customer in or from Australia may be transmitted to New Zealand or vice versa.

## 12. Suspicious Activity

- 12.1 The Customer must notify Mint, as soon as reasonably practicable, if it becomes aware of any fraudulent, Restricted Activity or other illegal activity (including, without limitation, money laundering or terrorist financing) by emailing Mint at the email address set out in item **Error! Reference source not found.** of the Details.
- 12.2 If Mint suspects that any use of the Platform Payment Services or Mint Payments Portal is fraudulent, is not authorised, is in violation of the Agreements, a law or regulation or is likely to expose it or any other party to harm, or that the Customer is facilitating any similar activity or outcome, reserves the right to:
  - (a) immediately terminate the relevant party's use of the Platform or the Platform Payment Services; or
  - (b) not process any underlying Transaction, and if the Transaction has already been processed, to reverse it if possible to do so, or to claim such funds back resulting in a chargeback.
- 12.3 The Customer authorises Mint to provide any law enforcement, government or similar agency or body with information about the Mint Payments Portal, underlying Transactions and any other information or data the Customer holds about these matters, if Mint suspects that anyone is issuing or enabling use of the Mint Payments Portal or Platform Payment Services in such a way as to facilitate the type of activity or outcomes described in Clause 12.2.



## **13. Intellectual Property**

- 13.1 All Intellectual Property:
- (a) in or connected with the Mint Payments Portal and the Payment Platform Services; or
  - (b) developed by Mint for the purposes of, in connection with or derived from this Agreement,
- is and remains the exclusive property of Mint.
- 13.2 Any Platform Material and any associated Intellectual Property of Mint or connected with or derived from Platform Material, is and remains the property of Mint and nothing in this Agreement otherwise grants to any other individual or entity any Intellectual Property rights in the Platform Material.
- 13.3 All Intellectual Property in the Marks including that protected by, without limitation, copyright, design right, patents, trade secret and other laws, is and remains the property of Mint.
- 13.4 The Customer shall indemnify Mint against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Mint arising out of or in connection with a breach of the provisions of this Agreement relating to Marks and Intellectual Property.

## **14. Force Majeure**

Neither Party shall be liable to the other as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

## **15. General Warranties**

- 15.1 Other than any express representations and warranties set out in this Agreement, Mint makes no representations or warranties, express or implied, regarding whether the Mint Payments Portal or Platform Payment Services will meet the requirements of the Customer or that it will be uninterrupted, timely or error free.
- 15.2 The Customer agrees and warrants that:
- (a) it will comply with its obligations under this Agreement, including, but not limited to the prohibition of any Unauthorised Activity;
  - (b) it does and will comply with all applicable laws and regulations and holds all necessary licences and authorisations;
  - (c) it does and will comply with Data Protection Laws;

- (d) all and any Instructions, information, documents, advice, records or data which the Customer provides to Mint, directly or indirectly is true, accurate and complete;
- (e) it will not and will ensure other parties using the Mint Payments Portal do not undertake any Restricted Activity or Unauthorised Activity; and
- (f) its respective Intellectual Property, Marks, and Material is owned by or licensed by it and does not infringe any Intellectual Property Rights of a third party.

- 15.3 To the extent permitted by law, Mint will not be liable for injury, loss or damage claimed by the Customer against Mint or by a third party against Mint arising out of the Mint Payments Portal or Platform Payment Services or its use or arising out of any deprivation of service or down time and the Customer agrees to indemnify Mint against any such Claim in connection with or arising from those circumstances.
- 15.4 In no event will Mint be liable for any act or omission of any third party, including but not limited to a financial institution, any payment system, any third party service provider, any provider of telecommunications services, internet access or computer equipment or software, any payment or clearing house system or for any circumstances beyond our control including a Force Majeure Event.

## **16. Liability**

- 16.1 To the extent permitted by law, Mint hereby excludes any liability to the Customer in contract, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Customer and/or any other person, or for any costs, charges or expenses incurred by the Customer, arising from or in connection with the Agreements and/or the Mint Payments Portal and Platform Payment Services, and/or any act or omission of Mint.
- 16.2 All conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the Mint Payments Portal and/or the Platform Payment Services are excluded to the extent permitted by law.
- 16.3 Mint is not responsible for:
- (a) the acts or omissions of the Customer relating to the Mint Payments Portal in providing the Platform Payment Services to the Customer, or for any non-compliance by the Mint Payments Portal with the terms of the Agreements;

- (b) any loss, damage or consequences of any Unauthorised Activity or Restricted Activity howsoever arising;
- (c) any loss, damage, claim, expense or cost or consequences arising from fraudulent activity or conduct; or
- (d) any loss, damage, claim, expense or cost or consequences if the Customer has failed to comply with its obligations under the Agreements.

16.4 The Customer acknowledges and agrees:

- (a) that the Associations are the sole and exclusive owner of the Scheme Marks;
- (b) not to contest the ownership of the Scheme Marks for any reason;
- (c) to ensure that it prominently and unequivocally informs a Cardholder of the identity of the Customer at all points of interaction, so that the Cardholder can readily distinguish the Customer from any other third party, such as a Supplier of products or services to the Customer and will ensure that its website:
  - (i) prominently displays the name of the Customer;
  - (ii) prominently identifies the name of the Customer as displayed on the website as both the Customer and as the name that will appear on the Cardholder statement; and
  - (iii) display the Customer name and information as prominently as any other information depicted on the website, other than the images of the products or the services being offered, in accordance with the Association Rules.

16.5 The Customer agrees to indemnify and hold harmless Mint, its employees, agents and assigns, from and against any cause of action, damage, loss or liability arising directly or indirectly, out of or relating to or in connection with:

- (a) any dispute between the Customer (or any Multi-Site Party) and a third party including disputes in relation to any activity on the Mint Payments Portal, including Transactions;
- (b) any failure by the Customer (or any Multi-Site Party) to comply with any covenant, condition or agreement with Mint, or applicable law or regulation;
- (c) any intentional misrepresentation or material breach by the Customer (or Multi-Site Party) of the representations and warranties in this Agreement;

- (d) any negligence or wilful misconduct by the Customer (or Multi-Site Party) or the Customer's representatives;
- (e) any claim by the Customer or any other person or third party regarding any Transaction to the extent including but not limited to the Mint Payments Portal or Platform Payment Services; and
- (f) any Claim relating to the Customer's (or Multi-Site Party's) failure to comply with its legal or contractual obligations, howsoever it occurs or arises.

## **17. Disputed Transaction and Fraud**

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- 17.1 The Customer acknowledges that Mint is not responsible for transactions processed utilising the Services or the Equipment.
- 17.2 The Customer must refer any dispute relating to a disputed transaction or fraud to Mint in the first instance. Mint will then either deal with the disputed transaction in accordance with its own disputed transactions policies or refer the dispute to the Acquiring Bank to be dealt with in accordance with the process set out in the Acquiring Bank Merchant Terms and Conditions, or any other agreement between the Customer and the Acquiring Bank or Service Provider.

## **18. Notices**

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- 18.1 All notices or other communications required to be given to a Party under or in connection with this Agreement may either be sent by e-mail or by post to the address specified in such Party's details set out at beginning of this agreement.
- 18.2 Mint may also provide the Customer with communications, disclosures or notices relating to the Mint Payments Portal and Platform Payment Services and relating to this Agreement using its website or posting such notices to the Customer's email address.
- 18.3 Any notice or other communication shall be deemed to have been duly received:
  - (a) in the case of e-mails, on the same day as the email is sent with no failure notice; and
  - (b) in the case of post, being registered express mail or equivalent, the next Business Day following the notice being sent;

## **19. Governing Law and Jurisdiction**

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- 19.1 This Agreement is governed by the laws of the Jurisdiction.
- 19.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Jurisdiction.

## 20. Entire Agreement

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### 20.1 The Agreement:

- (a) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

## 21. Miscellaneous

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### 21.1 Waiver

A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### 21.2 Rights Cumulative

Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights otherwise provided by law.

### 21.3 Assignment

The Customer may not assign or attempt to assign this Agreement without Mint's prior written consent which may be withheld or subject to conditions as determined by Mint in its absolute discretion.

### 21.4 Severability

If anything in this Agreement is unenforceable, illegal or void then it is severed, and the rest of this Agreement remains in force.

### 21.5 Survival

Clauses 5 (Account Information), 10 (Termination), 11 (Data Protection), 13 (Intellectual Property), 15 (General Warranties), 16 (Liability), and all provisions giving rise to continuing obligations will survive termination of this Agreement.

## 22. Definitions

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The following definitions shall apply to this Agreement (including the Details) unless expressly specified otherwise:

- (a) **Account** means a bank account which has been approved by Mint for the purposes of using the Mint Payments Portal.
- (b) **Account Verification** means the process of verifying that a new or

existing bank account is owned and operated by a specified real individual or organisation. This includes completing all Know Your the Customer (KYC), Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) checks required by law.

- (c) **Acquiring Bank** means the bank or financial institution which provides the Customer with the Merchant Services;
- (d) **Acquiring Bank Merchant Terms and Conditions** means the terms and conditions imposed by the Acquiring Bank for provision of Merchant Services as amended from time to time;
- (e) **Agreement** means the Agreement comprised by the Details, these General Terms and Conditions and the Transaction Documents.
- (f) **AML/CTF Act** means *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), as amended.
- (g) **Application Form** means the Mint onboarding application form completed by the Customer and submitted to Mint on the Application Date.
- (h) **Association** means Visa, MasterCard, together with such other card payment system as Mint (through its payments partner) might be sponsored for from time to time and in respect of which a Service Provider agrees to provide processing and settlement.
- (i) **Association Rules** means the rules, regulations and operating instructions issued by particular Association, as may be varied and updated from time to time.
- (j) **Authorised Deductions** means any amounts owed to Mint under this Agreement and described in clause 2.5.
- (k) **Business Day** means between 9:00am and 5:00pm on Monday to Friday excluding public holidays in Sydney, New South Wales.
- (l) **Card** means all valid and current payment cards approved by the relevant Service Provider and notified to the Customer in writing from time to time to which this Agreement applies.
- (m) **Cardholder** means an individual, company, firm or other body to whom a Card has been issued at any time and who is authorised to use that Card.
- (n) **Card Not Present** means an order for services where the Card or the Cardholder is not physically present at the Customer's premises at the time of the Transaction, and includes Electronic

- Commerce Transactions and Mail/Telephone Transactions.
- (o) **Claim** means in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent.
- (p) **Confidential Information** means in respect of a Party, information that:
- (i) is by its nature confidential;
  - (ii) is designated by the disclosing the Customers confidential; or
  - (iii) the other party knows or ought to know is confidential; and includes, without limitation:
    - (A) any personal information of an individual;
    - (B) information comprised in or relating to any Intellectual Property of the party;
    - (C) information relating to the party's business, financial position, operations or affairs;
    - (D) information relating to the party's personnel, policies and strategies; and
    - (E) the terms of this Agreement.
- (q) **Credentials** means any passwords, access tokens or other details used to access the Mint Payments Portal and includes information relating to an Account and Personal Information under the Data Protection Laws.
- (r) **Credit information** means information related to the credit position and credit worthiness of the Customer, including commercial and consumer credit bureau data supplied by third party consumer credit reporter.
- (s) **Data Protection Laws** means, collectively, any Australian privacy and data legislation and any applicable replacement laws or regulations as may be in force, from time to time the *Privacy Act 1988* (Cth), *Privacy Amendment (Notifiable Data Breaches) Act 2017* (Cth), and any applicable Commonwealth, State or Territory privacy-related legislation, or any rules, regulations or guidelines relating to the collection, storage and use of Personal Information or the handling and storage of personal and financial data of Lenders, Users and the Customers and where relevant, Card Payment Information, including the PCI Standards.
- (t) **Details** means the details set out on the first page of this document.
- (u) **E-Commerce Transaction** means a non-face-to-face on-line Transaction using electronic media in which Card details are transmitted by a Cardholder to the Customer via the internet, the extranet or any other public or private network.
- (v) **Equipment** means the equipment and hardware set out at item **Error! Reference source not found.** of the Details.
- (w) **Equipment Fees** means the amounts set out as such in the Application Forms for lease or purchase of the Equipment.
- (x) **Escrow Deed** means the agreement between Mint and the Customer governing the management of Escrow Funds in the Escrow Account (if applicable) dated on or about the date of the Agreement.
- (y) **Escrow Funds** has the meaning given in the Escrow Deed.
- (z) **Escrow Services** means the escrow services provided by Mint in accordance with the Escrow Deed.
- (aa) **Fee** means the fee payable by the Customer to Mint for use of the Mint Payments Portal and the supply of the Platform Payment Services which, as at the date of this Agreement are as set out in item **Error! Reference source not found.** of the Details and which may be amended from time to time in accordance with the terms of this Agreement. For the avoidance of doubt, subject to the terms of this Agreement, all other fees paid by the Customer are excluded from this definition.
- (bb) **Force Majeure Event** means an event beyond the reasonable control of the affected Party, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of that Party or any other Party), failure of a utility service or transport network, act of God, war, riot,

- epidemic or pandemic, civil commotion, strike, malicious damage, compliance with any law or governmental order, rule, regulation or direction, act of civil or military authority, accident, breakdown of plant or machinery, computer virus, infiltration or hacking by a third party or failure or interruption of electrical, telecommunications or other utility services, fire, flood, storm or other natural disaster or default of suppliers or subcontractors.
- (cc) **GST** has the meaning given to it in the *A New Tax System (Goods and Services Act 1999* (Cth) ('GST Law'), and unless the context requires otherwise, the expressions "GST", "Input Tax Credit", "Recipient", "Supply", "Tax Invoice" and "Taxable Supply" have the meanings given to those expressions in the GST Law.
- (dd) **Industry Regulations** has the meaning given to that terms by clause 6.1(d).
- (ee) **Insolvency Event** means any of the following events:
- (i) a Party, being an individual, commits an act of bankruptcy;
  - (ii) a party becomes insolvent;
  - (iii) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to a Party or a party enters into a scheme of arrangement with its creditors or is wound up;
  - (iv) a the Customer assigns any of its property for the benefit of creditors or any class of them;
  - (v) an encumbrance takes any step towards taking possession or takes possession of any assets of a Party or exercises any power of sale; or
  - (vi) a Party has a judgment or order given against it in an amount exceeding A\$10,000 (or the equivalent in another currency) and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given.
- (ff) **Instruction** means an instruction from the Customer to process a Transaction through the Mint Payments Portal.
- (gg) **Intellectual Property** means all industrial and intellectual property rights both in Australia and throughout the world and for the duration of the rights including:
- (i) any patents, utility models, copyrights, registered or unregistered trademarks or service marks, trade names, brand names, indications of source or appellations of origin, eligible layout rights, registered designs and commercial names and designations; and
  - (ii) any trade secret, know-how, Confidential Information and scientific, technical and product information.
- (hh) **Intellectual Property Rights** means all intellectual property rights, whether or not such rights are registered or capable of being registered, including but not limited to, the following:
- (i) patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks), and domain names;
  - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
  - (iii) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere;
- (ii) **Jurisdiction** means the jurisdiction set out in item **Error! Reference source not found.** of the Details.
- (jj) **Mail Order/Telephone Transaction** means the processing of a Transaction arising from an order for goods and/or services made over the telephone or mail where the Card or the Cardholder is not physically present at the time of the Transaction. This often arises from mail or telephone requests for goods and/or services.
- (kk) **Marks** means the trade marks, 'get up', brands and marks of Mint (as the context requires) and as otherwise communicated by Mint to the Customer from time to time.
- (ll) **Material** means advertising and/or promotional material relating to the Platform Payment Services including without limitation and without limiting the generality of the foregoing, any website, emails, banners, posters, videos, blog posts and press releases.
- (mm) **Maximum Amount** means the maximum amount in annual sales of the Sub-Merchant (including the annual sales of any related entities) which is



- permitted by the Associations (currently US\$10,000,000 in the case of MasterCard and US\$1,000,000 in the case of Visa), as amended from time to time.
- (nn) **Maximum Amount Exception** means any exemption provided by the Association Rules having the effect of exempting a Sub-merchant from the Maximum Amount provisions required by the Associations, for example, the exemptions set out in section 5.3.1.4 of the Association Rules for Visa (including the list of exempted MCCs).
- (oo) **Merchant Account** means the merchant account the Customer holds with the Acquiring Bank,
- (pp) **Merchant Services** means the transaction processing and acquiring service provided by the Acquiring Bank;
- (qq) **Mint** means:
- (i) where the Jurisdiction is specified as Australia, Mint Australia Pty Ltd (ACN 634 104 895); and
  - (ii) where the Jurisdiction is specified as New Zealand, Mint New Zealand Limited (NZCN 8144751) .
- (rr) **Mint EFT Direct Debit Request** means the direct debit authority from the Customer to Mint for the purposes of the Mint EFT Portal to authorise Transaction activity in the form set out in Schedule 1.
- (ss) **Mint EFT Direct Debit Request Service Agreement** means a direct debit services agreement between Mint and the Customer for the purposes of the Mint EFT Portal to authorise Transaction activity on the Terms and Conditions set out in Schedule 1.
- (tt) **Mint Payments Direct Debit Request** means a direct debit authority executed by Debit User (Payer) for the purposes of deducting fees and any other amount due to Mint.
- (uu) **Mint Payments Direct Debit Request Service Agreement** means a direct debit services agreement executed by Debit User (Payer) for the purposes of deducting fees and any other amount due to Mint.
- (vv) **Mint Payments Portal** means the application programming interface and any software, systems, and/or communication links furnished by Mint which is used by the Customer for facilitating payments Transactions which includes but is not limited to virtual terminals, hosted payment page, online payments and Electronic Funds Transfer (EFT).
- (ww) **Multi-site Parties** means the parties listed at Item **Error! Reference source not found.** of the Details;
- (xx) **Nominated Bank** means the bank account nominated by the Customer for the purposes of the Mint EFT Direct Debit Request as updated from time to time;
- (yy) **Party or Parties** means each of Mint and the Customer, as applicable.
- (zz) **Platform Payment Services** means:
- (i) provision of the Mint Payments Portal to the Customer and the Multi-Site Parties (if any); and
  - (ii) the facilitation of acceptance of payment requests and the initiation and processing of Transactions ; and
  - (iii) any further services that Mint may from time to time notify the Customer of and make available.
- (aaa) **Platform Material** means the Mint Payments Portal and all material generated or derived from it including but not limited to material, product information, documentation, or other deliverables.
- (bbb) **PCI Standards** mean an approved version of the Payment Card Industry Data Security Standards.
- (ccc) **Personal Information** means information, data, or an opinion with the meaning of the term 'personal information' as defined in the Privacy Act 1988
- (ddd) **Restricted Activity** means illegal or unlawful activity on the part of or involving the Customer including, without limitation, money laundering or terrorist financing or inappropriate services as defined in the *Guidelines for Establishing Direct Debit Requests Electronically or by Telephone* issued by the Australian Payments Network as amended or superceded from time to time or any activity Mint deems, at its sole discretion, to be a Restricted Activity which has been notified to the Customer in any form.
- (eee) **Scheme** means Visa, Mastercard, Maestro, EFTPOS, American Express, JCB, Discover, Unionpay, and any other card scheme providers as agreed to by the relevant Service Provider from time to time.



- (fff) **Scheme Marks** means the trade marks, livery and get-up owned and used by each Scheme;
  - (ggg) **Service Provider** means the service provider or any one of the multiple service providers set out at item **Error! Reference source not found.** of the Details.
  - (hhh) **Site** means the website and/or applications operated by Mint.
  - (iii) **Specifications** means any guidelines or specifications issued by Mint relating to the processing of a Transaction and the issue, receipt and execution of an Instruction.
  - (jjj) **Taxable Supply** means any supply made under or in connection with this Agreement which constitutes a taxable supply as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
  - (kkk) **Termination Event** has the meaning given by clause 10.2.
  - (lll) **Transaction** means the initiation or processing of a credit or debit payment through the Mint Payments Portal.
  - (mmm) **Transaction Data** means all data relating to Transactions.
  - (nnn) **Transaction Documents** has the meaning given to that term by clause 1.1.
  - (ooo) **Unauthorised Activity** means any of:
    - (i) an act or conduct which involves negligence, fraud, wilful misconduct, default, act or omission, breach of statutory duty and/or that of the Customer's employees, officers, directors, subcontractors or consultants; and
    - (ii) any event, bug or other software or security issue arising out of the Customer's systems, code, development or security processes, which potentially or actually may result in any cause of action, costs, damage, loss or liability affecting or for which Mint may otherwise potentially or actually incur liability, or any Transactions or refunds (as applicable) being initiated or duplicated in the absence of a payer's express permission, authority or instruction
    - (iii) any Restricted Activity; and
    - (iv) any activity which is not authorised by a payer, not otherwise permitted or not in compliance with a payer's instruction or direction
  - (ppp) **Website Terms and Conditions** means the terms and conditions applying to the Customer registered to use the Mint Payments Portal and set out at <https://www.mintpayments.com/terms/>.
- 22.1 In these General Terms and Conditions and the Agreement, unless otherwise indicated by the context:
- (a) words importing the singular include the plural and vice versa;
  - (b) headings are for convenience only and do not affect interpretation of the Agreement;
  - (c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Services Agreement;
  - (d) a reference to an 'Item' is a reference to an item in the Schedule;
  - (e) where any word or phrase is given a definite meaning in the Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
  - (f) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
  - (g) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;
  - (h) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
  - (i) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally; and
  - (j) a reference to a body, whether statutory or not:
    - (i) which ceases to exist; or
    - (ii) whose powers or functions are transferred to another body;
- is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

## Schedule 1 – Mint EFT Direct Debit Terms and Conditions

### Mint EFT Direct Debit Request

The Customer request and authorise Mint (being the party defined as such in the Customers Mint Payments Service Agreement) to arrange through its own financial institution, the debiting of funds from the bank account nominated in section 5 of the Mint Application Form for any amounts and frequency of payments that Mint deems payable by the Customer.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) for standard payments or either the New Payment Platform (NPP) or PayTo for real-time payment from the Customer's account held at the financial institution the Customer have nominated. Direct Debit User ID (User ID [600994 (for Australian Customers)/ 1229989 (for New Zealand Customers)).

Mint does not accept liability for illegitimate payments, payments made in error or any claims relating to the non-provision of service. This DDR is governed by the terms of the Mint EFT DDR Service Agreement and is to remain in full force in accordance with the Terms and Conditions.

By accepting this DDR, I acknowledge that the Contract (as outlined in the Mint EFT DDRSA) governs the Debit User's access to the Mint Payments Portal and the Mint EFT DDR. The Mint EFT DDR will remain in place during the term of the Contract unless either party terminates or cancels the Mint EFT DDR in accordance with the Mint EFT DDRSA.

### Mint EFT Direct Debit Request Service Agreement (“Service Agreement”)

#### **1. Agreement**

This document outlines our service commitment to the Customer, in respect of the Mint EFT Direct Debit Request (**DDR**) arrangement made between Mint User ID 600994 (for Australian Customers)/ 1229989 (for New Zealand Customers)) and the Customer. It sets out the Customer's rights, our commitment to the Customer and the Customer's responsibility to us, together with where the Customer should go for assistance should the Customer require it.

- 1.1 By accepting this Service Agreement, the Customer authorises Mint to arrange for funds to be debited from the nominated bank account in accordance with the Customer's Authorisation for payments made via the Mint Payments Portal.
- 1.2 Mint will debit the Customer's nominated bank account following the Authorisation Date. Where the Authorisation Date is not a Business Day, Mint will process the debit on the first Business Day thereafter.
- 1.3 Mint does not accept any liability for the goods or services supplied by a Payee. The Customer as the Debit User hereby agrees to indemnify and hold Mint harmless from any claim that may arise from the non-provision of goods and services by a Payee and any other claims that may be made against a Debit User, a Payee, Mint or the Payment Network.

#### **2. The Customer's Obligations**

- 2.1 It is the Customer's responsibility to ensure that there are sufficient clear funds available in the Customer's account(s) to allow a debit item to be made in accordance with the direct debit request.
- 2.2 If there are insufficient funds in the Customer's account(s) to meet a debit payment:
  - (a) the Customer may be charged a fee and / or interest by the Customer's financial institution;
  - (b) the Customer may also incur fees or charges imposed or incurred by us in accordance with the Mint Payments Service Agreement
  - (c) all other payments in respect of the Customer's account(s) for the day will be cancelled;
  - (d) and you must arrange for the debit item to be made by another method or arrange for sufficient clear funds to be in the Customer's account(s) by the next Business Day so that we can process the debit item, and you acknowledge that Mint will not be liable for any such delay.
- 2.3 It is the Customer's responsibility to ensure that the details provided in payment instructions are correct before submitting the payment instructions as “Authorised” in the Mint Payments Portal.

- 2.4 It is the Customer's responsibility to check the Customer's account(s) statements(s) to verify that the amounts debited from the Customer's account(s) are correct.

### **3. Changes to this Service Agreement**

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- 3.1 Mint will provide the Customer with 10 Business Days' notice if Mint wants to change any terms of this Service Agreement.
- 3.2 If the Customer receive a notice of a proposed change to this Service Agreement from Mint and the Customer want to terminate the Customer's DDR, the Customer must give Mint at least 20 Business Days' notice to terminate the DDR from the date upon which the proposed change is to take effect.

### **4. Disputes**

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- 4.1 If the Customer wish to dispute a direct debit transaction, the Customer should contact Mint in writing as soon as possible. The Customer may also wish to lodge a Direct Debit Claim through the Customer's financial institution.
- 4.2 Mint will endeavour to resolve a direct debit transaction dispute within 30 Business Days
- 4.3 If we conclude from the investigation that the Customer's account(s) has been incorrectly debited, we will respond to the Customer's query by arranging for the Customer's financial institution to adjust the Customer's account(s) (including charges) accordingly. We will also notify the Customer in writing of the amount by which the Customer's account(s) has been adjusted.
- 4.4 If we conclude from the investigation that the Customer's account(s) has not been incorrectly debited, we will respond to the Customer's query by providing the Customer with reasons and any evidence for this finding.

### **5. Altering or Cancelling the Mint EFT DDR**

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- 5.1 The Mint EFT DDR remains in force during the usage period or until the Mint EFT DDR is cancelled.
- 5.2 The Customer may alter the Mint EFT DDR at any time by providing at least 10 Business Days' notice in writing to Mint.
- 5.3 The Customer may cancel the Mint EFT DDR at any time by providing at least 20 Business Days' notice in writing to Mint.

### **6. Accounts**

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- 6.1 Direct debit is not available on a full range of accounts. If in doubt, check with the Customer's financial institution.
- 6.2 The Customer confirms that the account details provided by the Customer in the Application

Form and any subsequent Change Requests are correct.

- 6.3 It is the Customer's responsibility to ensure that the Authorisation given to debit the nominated account(s) is identical to the account signing instruction held by the Customer's financial institution where the account is based.

### **7. Confidentiality**

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- 7.1 Mint requires the information in the Mint EFT DDR in order make debits from the nominated bank account.
- 7.2 Mint will not disclose the information in the Mint EFT DDR except where required or permitted by law or required for conducting debits with the Customer's financial institution and for related queries or disputes.

### **8. Definitions**

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Capitalised terms used in this Service Agreement have the following meanings:

- (o) **Application Form:** the application form used to collect relevant and required information from the Debit User in order for such Debit User to be onboarded to use the Mint Payments Portal.
- (p) **Authorisation:** an approval to initiate payment submitted via the Mint Payments Portal by the Debit User. By submitting the Authorisation, the Debit User instructs and authorises Mint to debit the Debit User's nominated bank account for the value of the payment instruction
- (q) **Authorisation Date:** the date the Authorisation is submitted.
- (r) **Business Days:** means between 9:00am and 5:00pm on Monday to Friday excluding public holidays in Sydney, New South Wales.
- (s) **Change Request:** an application or notification to make changes in respect of the Customer's account or Application Form.
- (t) **Debit User:** the Customer as the merchant initiating payments to payees via the Mint Payments Portal.
- (u) **Direct Debit Claim:** a claim made by the paying bank in respect of an incorrect direct debit applied to a Payer's account.
- (v) **Mint EFT DDR:** the direct debit authority set out above for the purposes of authorising payments via the Mint Payments Portal.
- (w) **Mint Payments DDR:** a direct debit authority executed by the Customer for

- the purposes of deducting fees and any other amount due to Mint.
- (x) **Mint Payments DDRSA:** a direct debit services agreement executed by the Customer for the purposes of deducting fees and any other amount due to Mint.
  - (y) **Mint Payments Portal:** Debit User entrance point to access and navigate the Mint Payments facility for processing of payments to Payees.
  - (z) **Mint Payments Service Agreement:** means the Agreement to which these Terms and Conditions are a schedule.
  - (aa) **Payee:** the entity receiving funds via Mint Payments Portal.
  - (bb) **Payer:** the entity sending funds via Mint Payments Portal.
  - (cc) **Payment Networks:** Mint's third-party payment service providers, such as acquirers and payment platforms.

## Schedule 2– Equipment Terms

### 1. The Equipment

#### 1.1 Equipment

- (o) The Customer must indicate on the Application Forms whether it elects to lease or purchase the Equipment. The Equipment Fees for lease or purchase of the Equipment are detailed in the Mint Payments Service Agreement and will apply to all current and future Equipment hires or purchases.
- (p) Where the Customer elects to lease the Equipment, Mint will lease the Equipment to the Customer, on an ongoing basis until the lease is terminated by either party in accordance with the terms of the Agreement and in accordance with these Terms and Conditions. After the expiration of the Lease Period, Mint will lease the Equipment to the Customer on a month-by-month basis until the Customer's use of the Services is terminated in accordance with these Terms and Conditions.

#### 1.2 Care of the Equipment, Mint's App and Merchant Portal

The Customer must, procure its employees, agents, contractors or any third party to:

- (o) follow Mint's instructions (whether included in the Documentation or otherwise) with respect to the use of the Equipment;
- (p) properly maintain the Equipment;
- (q) not alter, tamper with, copy or attempt to reverse engineer the Equipment in any manner or allow any third party to do so;
- (r) ensure the Customer's premises or operating locations enable a cardholder attempting to utilise the Equipment to safely, securely and privately enter their personal identification number and other transaction details; and
- (s) not permit use of or access to the Equipment by any person or company other than as contemplated by these Terms and Conditions.

#### 1.3 Risk

- (o) If the Customer elects to lease the Equipment, at all times:
  - (i) legal title to the Equipment shall remain with Mint;

- (ii) the Customer shall be entitled to exclusive possession of the Equipment for the purposes of utilising the MintEFT Portal and the Platform Payment Services;

- (iii) the Equipment shall be at the risk of the Customer. The Customer is responsible for any loss or damage to the Equipment from the date of delivery of the Equipment to the Customer. If the Equipment is lost or damaged, the Customer must pay Mint the full cost of replacing or repairing that Equipment as detailed in the Application Forms, including any freight costs associated with the repair or replacement. Loss or damage to the Equipment includes, but is not limited to, damage due to malicious acts, accidental damage, spillage of liquids, flood, fire and electrical surges. Mint will determine whether the Equipment can be repaired or whether the Customer must pay the cost of replacing the Equipment as detailed in the Application Forms.

- (p) If the Customer elects to purchase the Equipment, at all times:

- (i) legal title to the Equipment shall pass upon payment of the Equipment Fees and remain with the Customer; and

- (ii) the Equipment shall be at the risk of the Customer. The Customer is responsible for any loss or damage to the Equipment from the date of delivery of the Equipment to the Customer. If the Equipment is lost or damaged, the Customer must pay Mint the full cost of replacing or repairing that Equipment as detailed in the Application Forms, including any freight costs associated with the repair or replacement. Loss or damage to the Equipment includes, but is not limited to, damage due to malicious acts, accidental damage, spillage of liquids, flood, fire and electrical surges. Mint will determine whether the Equipment can be repaired or whether the Customer must pay the cost of replacing the

Equipment as detailed in the Application Forms.

#### 1.4 Defects

- (o) Mint warrant that the Equipment will be free of Defects for a period of:
  - (i) 12 months after the delivery of the Equipment to the Customer; or
  - (ii) the period of any warranty extended by the manufacturer of the Products,
 whichever is the earlier (*Warranty Period*).
- (p) Where any Equipment is Defective:
  - (i) the Customer must return the Defective Equipment to Mint; and
  - (ii) Mint will within 5 Business Days of receiving notice of the Defect:
    - (A) provide the Customer with replacement Equipment of equivalent quality; or
    - (B) repair or rectify the Equipment.

#### 1.5 Return of Leased Equipment

At the conclusion of the Lease Period or termination of the lease referred to in paragraph 1.1 of this Schedule, the Customer must immediately:

- (o) return the Equipment to Mint in good working order and condition at a place specified by Mint;
- (p) if applicable, pay to Mint on demand all applicable Equipment Fees detailed in the Application Forms; and
- (q) if applicable, pay to Mint on demand the amount of any loss reasonably incurred by Mint in terminating the lease.

## 2. PPSA

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- 2.1 The Customer acknowledges that under the PPSA, Mint has a security interest in the Equipment that Mint leases to the Customer and that Mint may register our interest on the Personal Property Securities Register.
- 2.2 Any provision of the PPSA that may be lawfully excluded by agreement of the parties, and which requires the giving of notices to a grantor, or prescribes the form of such notices, or confers rights on the grantor, or limits the rights of the secured party, does not apply in relation to Mint's security interest in the Equipment.
- 2.3 The Customer must do everything to ensure that Mint maintains a first ranking, perfected security interest in the Equipment. The Customer must comply with any request Mint make to ensure that this happens, including providing information to Mint. The Customer must not do anything that may cause Mint to no longer have a first ranking, perfected security interest in the Equipment.