

Financial Service Guide

IntegraPay

ABN: 63 135 196 397

PO Box 6290
Upper Mt Gravatt, Queensland 4122
Ph: 07 3040 4320 Fax: 07 3343 8590

Email: admin@integrapay.com.au

Australian Financial Services Licence No. 418105



Important Information about this Financial Service Guide

This Financial Services Guide ("FSG") is an important document which we are required to give to you to assist you in deciding whether to use the financial services we provide.

This FSG outlines the types of services and products we can offer to you. It also explains how we (and other relevant persons) are remunerated for these services and includes details of our internal and external complaints handling procedures and how you can access them.

To utilise any of the financial products outlined in this FSG, you must review and consider the Product Disclosure Statement ("PDS") relevant to that product and complete the relevant application form. The PDS contains important information about the particular product or service and will assist you in making an informed decision about that product or service

Other documents you may receive

A PDS contains general information about products and services that you may be interested in, including:

- a) Further information and detail in relation to the products and services;
- b) The General conditions applicable to the products and services;
- c) Any significant risks associated with acquiring or using the products and services; and
- d) Information about the cost of the products and services.

A PDS will be provided when you are ready to make a decision about a particular product or service we offer.

Who are we? Who will provide the financial services?

Integratpay Pty Ltd (ABN 63 135 196 397) is the holder of Australian Financial Services Licence No. 418105 ("the Australian Financial Services Licence").

All financial products and services will be provided by Integratpay Pty Ltd.

Integratpay Pty Ltd has authorised the distribution of this FSG.

Integratpay Pty Ltd acts on its own behalf when Integratpay Pty Ltd and its employees provide the financial services to you.

All references to "Integratpay", "IPL", "us", "we" or "our" in this FSG shall refer to these entities as discussed above.

Contact details

The full contact details of Integratpay Pty Ltd are as follows:

IntegraPay Pty Ltd

ACN: 135 196 397

ABN: 63 135 196 397

PO Box 6290

Upper Mt Gravatt Qld 4122

Telephone: (07) 3040 4320

Facsimile: (07) 3343 8590

Email: admin@integratpay.com.au

What products and services do we offer?

Integratpay, pursuant to the conditions of the Australian Financial Services Licence is permitted to:

- a) Provide general financial product advice for non-cash payment products; and
- b) Issue, apply for, acquire, vary or dispose of non-cash payment products to retail and wholesale clients.

Please note that this is a summary of the services Integratpay is permitted to provide. Full details of the conditions applicable to the Australian Financial Services Licence are available upon request.

Integratpay may or may not offer any or all of these services at any particular time. You should refer to the PDS issued by Integratpay for further information of the specific products and services provided.

You should be aware that in providing these services, Integratpay will provide general advice only and will not take account of your particular objectives, financial situation or needs and there is a risk that the products and services described may not be appropriate for you. Prior to acquiring any financial products and services, you should carefully consider those products and services and consider seeking independent advice before making a decision about whether or not the products and services are suitable for your particular objectives, financial situation and needs.

How do you do business with us?

The PDS outlines the procedures for acquiring or utilising a particular product or service we offer. Please refer to the PDS as to how a particular product or service is administered.

How are you charged for our products and services?

Integratpay charges fees for products and services it provides to you. Details of fees and charges Integratpay receives for providing the products and services will be contained in the PDS Fee Schedule for those products.

Benefits received by IntegraPay

In addition to the fees described above, Integratpay does not receive any additional benefits as a result of you utilising the products or services outlined in this FSG.

Remuneration or other benefits received by our staff

Generally, Integratpay's staff are salaried employees and do not receive any commissions or fees calculated by reference to the sale of products or services referred to in this FSG. Sales representatives do, however, receive a sales commission based on the volume of sales and the level of revenue generated from such sales, which may vary from time to time.

You may request further particulars of these commissions by contacting Integratpay on the details above, however; such a request must be made within a reasonable time after you have been provided with this FSG and before any financial service identified in this FSG has been provided to you.

Benefits to other parties

If you have been referred to Integratpay by a third party, Integratpay may have an arrangement with that third party that may result in remuneration (including a commission) being paid to that third party. Such remuneration will generally be calculated by reference to the quantity of services provided by Integratpay to you or the level of revenue generated as a result of you utilising the products or services identified in this FSG.

You may request further particulars of these payments by contacting Integratpay on the details above, however; such a request must be made within a reasonable time after you have been provided with this FSG and before any financial service identified in this FSG has been provided to you.

How do we protect the information you give us?

At Integratpay, the privacy of your personal information is important to us. All personal information collected will be handled in accordance with our Business Privacy Policy. Our Business Privacy Policy details how we comply with the requirements of the Privacy Act in the handling of your personal information.

Copies of our Business Privacy Policy and our Web Privacy Policy, outlining exactly how we go about protecting your rights and privacy can be downloaded from <http://www.Integratpay.com.au/privacy.html> or a copy sent to you upon request.

Your rights include full access to the personal information held concerning yourself. You may request a copy of this information or further information about our privacy practices at any time by contacting our Privacy Officer on (07) 3040 4320 or by e-mailing privacy@Integratpay.com.au.

For further information regarding your rights visit the Australian Privacy Commissioner's web site at <http://www.privacy.gov.au>

Complaints and Dispute Resolution

If you encounter any problems or have any complaints in relation to the products or services referred to in this FSG, please contact Integratpay on either (07) 3040 4320. In most instances, Integratpay will be able to resolve your issue over the phone.

If you are unsatisfied with how your complaint was dealt with, you may lodge a formal complaint by contacting Integratpay on the details set out above.

In dealing with complaints and disputes, Integratpay will endeavour to comply with the Essential Elements of Effective Complaints Handling contained in Section 2 of the Australian Standard AS 4269–1995. This means that Integratpay will, within five (5) business days of receiving a complaint, acknowledge receipt of the complaint and include in the response:

- a) Details of Integratpay's complaints handling procedure;
- b) The name, title and contact details of the client support manager who will be handling the complaint;
- c) If the complaint has not been dealt with fully in the first response, then a reasonable estimate of the time it may take Integratpay to resolve the complaint; and
- d) Details of any remedies available to you in respect of the complaint, if applicable.

If resolution of the complaint is not possible within 14 days, Integratpay will contact you monthly with the progress of the complaint.

Once Integratpay has determined how to proceed with the complaint, Integratpay will inform you of the view Integratpay has reached, setting out clear and concise reasons and inform you of the avenues open to them if you are not satisfied with the response of Integratpay.

If you are unsatisfied with how your complaint was dealt with or resolved, you have the option of contacting the Financial Ombudsman Service, of which Integratpay is a member.

Financial Ombudsman Service can be contacted by calling 1300 78 08 08 or by writing to:

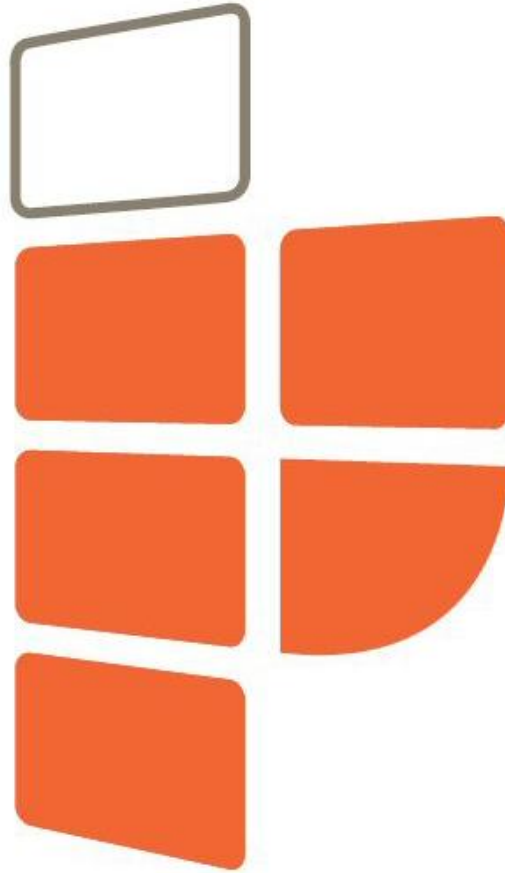
Financial Ombudsman Service,
GPO Box 3
Melbourne Vic 3001

Professional Indemnity Insurance

Integratpay has professional indemnity insurance arrangements in place for compensating persons who suffer loss or damage as a result of Integratpay breaching its obligations under the Corporations Act 2001 (Cth) ("the Act").

These professional indemnity insurance arrangements comply with Integratpay's legal obligations under the Corporations Act 2001 (Cth).

Additional information in relation to Integratpay's professional indemnity insurance arrangements is available upon request from Integratpay.



Product Disclosure Statement

IntegraPay

ABN: 63 135 196 397

PO Box 6290
Upper Mt Gravatt, Queensland 4122
Ph: 07 3040 4320 Fax: 07 3343 8590

Email: admin@integrapay.com.au

Australian Financial Services Licence No. 418105



Part 1 - Introduction

A Product Disclosure Statement ("PDS") provides information in relation to financial products and services, in order to enable you to make an informed decision about whether the particular products and/or services offered will meet your needs. The information will also assist you when comparing the particular financial products and services with other services that are of a similar type that you may be considering.

This PDS is dated the July 2013 and replaces all Statements issued by IntegraPay Pty Ltd prior to this date.

This PDS provides information about the products and services offered by IntegraPay Pty Ltd (IntegraPay) (ABN: 63 135 196 397, AFSL No. 418105)

The particular functions, benefits and risks in relation to the Services are discussed later in this PDS. If you wish to receive any further information in relation to this PDS or the Services, please contact IntegraPay on the details outlined below.

Definitions

Application Form means the Service Application Form in relation to the Service which is provided along with this PDS or available from IntegraPay upon request;

Business or **You** or **Your** means the holder of the ABN, ACN, Company, Business or Sole Trader as detailed within the Application Form or Letter of Offer, who may (subject to these terms and conditions and the PDS) utilise the Services described in this PDS;

Customer means the clients or customers of the Business, who makes payments to the Business by utilising the Services provided by IntegraPay;

IntegraPay means IntegraPay Pty Ltd (ABN: 63 135 196 397, AFSL No. 418105) the provider of the Services described in this PDS;

PDS means this Product Disclosure Statement or which these terms and conditions form part of and which outlines the Services offered by IntegraPay.

Services mean the IntegraPay Payment Solutions offered by IntegraPay Pty Ltd as described in this PDS;

Terms and Conditions mean all terms and conditions which the Business must accept prior to being provided with the Services as outlined in Part 3 of this PDS;

This Product Disclosure Statement

This PDS has been issued and is intended for distribution in the Australia only and may be distributed electronically or in a paper form.

In issuing this PDS, IntegraPay has not taken into account your particular objectives, financial situation or needs and there is a risk that the products and services described in this PDS may not be appropriate for you. Prior to acquiring any of the products and services, you should carefully consider the contents of this PDS in its entirety and consider seeking independent advice before making a decision about whether or not the products and services are suitable for your particular objectives, financial situation and needs.

If you decide to acquire the products and services, you should retain a copy of this PDS and all of its related documents for your records.

Contact Details

Product Issuer / Australian Financial Services Licence Holder

The issuer of the Products and Services under this PDS is IntegraPay Pty Ltd (ABN: 63 135 196 397), the holder of Australian Financial Services Licence No. 418105.

The full contact details of IntegraPay Pty Ltd are as follows:

IntegraPay Pty Ltd

ACN: 135 196 397
ABN: 63 135 196 397

Australian Financial Services Licence No. 418105

Address: 50 – 56 Sanders Street
Upper Mt Gravatt Qld 4122

Postal: PO Box 6290
Upper Mt Gravatt Qld 4122

Email: info@integrapay.com.au
Telephone: +61 7 3040 4320
Facsimile: +61 7 3343 8590

Part 2 – Description of Services

The Services provided by IntegraPay are financial and monetary Services being electronic 'non-cash' billing, payment and collections Services, online payment and collection Services, instant payment processing, processing electronic transactions including direct debit, credit card, online and instant real time payments. Each of the Services is different and you should carefully consider their respective features as set out below.

IntegraPay Direct Debit System

IntegraPay's Direct Debit System is a fully automatic direct debit solution that allows for the collection of recurring payments, fees, variable amounts, invoiced or payment plan amounts from your customers. IntegraPay payments can be made from customer bank, building society or credit union accounts or supported credit and debit card accounts.

Management of IntegraPay Direct Debits can be performed from within the IntegraPay Online Client Management Portal or from within integrated customer management software.

To use IntegraPay's Direct Debit Service, Customers must complete an IntegraPay Direct Debit Request (DDR), Electronic Direct Debit Request (eDDR) or custom direct debit request form approved by IntegraPay, in print or electronic format containing the customers' details, details of the direct debit request, nominated account details and the account holder's approval by signature or electronic acknowledgement.

Direct Debit form details are entered by the Business online through the secure online management portal or securely passed from within integrated management software.

Customer payments commence on the start date as nominated on the direct debit request, for the amount, frequency or on the occasions as specified or as triggered by the integrated management software.

Collected funds from banking accounts are held within the IntegraPay Treasury account until deemed cleared and ready for disbursement to the Business.

Collected funds from credit/debit card accounts processed through the IntegraPay assigned merchant are held within the IntegraPay Treasury account until deemed cleared and ready for disbursement to the Business.

Collected funds from credit/debit card accounts processed through the Business' own merchant account will settle directly to the assigned settlement account by the merchant acquirer.

Each business day (excluding banking holidays and unless otherwise agreed), IntegraPay disburses cleared payments held in the IntegraPay Treasury account to the Business, less IntegraPay transaction fees. IntegraPay transaction fees relating to transactions performed via the Business' own merchant account will be withheld from banking account settlement monies in the first instance or debited monthly in arrears from the nominated Business settlement account.

All disbursements are supported with a detailed Settlement Report and Tax Invoice sent electronically or available on the IntegraPay secure management portal.

A Transaction Fee is applied for each attempted transaction submitted through IntegraPay. For all credit card transactions a minimum transaction fee amount applies. The Transaction fee relating to a payment that is unsuccessful will be applied to the Business.

Failed Payment reports are sent to the Business or available on the IntegraPay secure management portal on the day IntegraPay is notified of the failed payment.

Correspondence actioned through the IntegraPay online management portal or via secure software integration, including direct debit requests, amendments, variations or payment files, received by 1530 hours AEST on a business day will usually be actioned on that day.

Benefits

The benefits of the IntegraPay Direct Debit Solution include:

- Simple and easy to use;
- Accepts bank accounts, credit and debit cards;
- Ability to process card transactions via the Business merchant;
- Ability to display the correct business name transaction identifier on Customer bank and card statements;
- Have cleared funds settled the next business day;
- Secure 'live' online management portal;
- Amendments can be made online and in real time;
- Seamless integration capabilities;
- Business security risk reduced
- Handles static and variable payments simply and easily;
- Ability to accept any appropriate batch payment upload file online;
- Level 1 PCI DSS Secure;
- Australian Financial Service Licence accredited;

IntegraPay Direct Debit System (cont:)

IntegraPay is able to be integrated with most commercial account management software applications to establish direct debits, action amendments and automate payment reconciliation. IntegraPay will provide a detailed API to any interested software development company upon request.

Custom designed programs may also be able to be integrated with IntegraPay upon request. (Development fees may apply)

Risks

There are a number of risks involved in utilising the IntegraPay Direct Debit Solution. These include:

- The accounts from which direct debits are to be taken may not have sufficient funds or credit balance and therefore the debit transaction may be refused;
- A Customer may dispute or chargeback a debit that has been processed and you will be required to refund any amounts IntegraPay has been required to return to the Customer and a fee applied to your account;
- If you ask IntegraPay to perform a debit from an account without the account holder's authority, you may have to repay the amount of the payment and any loss or damage suffered;
- The account nominated by the Customer may be owned or controlled by a different party or entity;
- Customers may use forged or stolen account details or credit cards which may result in a chargeback and a fee being processed against your account;
- Direct debit, including payment variations, amendments or integrated direct debit request information received by the IntegraPay system after 1530 hours AEST or not on a business day may not be processed until the next business day;
- Unless you take adequate security precautions, it may be possible for unauthorised persons to gain access to your account and use and view your information or send us instructions using your passwords. You should always ensure that appropriate steps are taken to reduce this risk;
- Use of the Service may be disrupted if technology or systems employed by IntegraPay, Financial Institutions or other businesses involved in the payment process fail for whatever reason and may result in delays in payments being processed by IntegraPay and credited to your account. This may impact on your available cash flow;

IntegraPay Payment Gateway

The IntegraPay Payment Gateway provides a secure payment solution to allow you to accept credit card payments through your website, kiosk, Virtual POS and management software.

IntegraPay's Payment Gateway application supports the ability for your customers to make invoice or account payments on your website; finalise purchases in real time from your integrated shopping cart program; process real time bookings or membership purchases from an approved kiosk; and allow for the triggering of real time payments from within your client management software.

Payments are processed in real time via IntegraPay's secure payment servers through a merchant held by the Business or merchant assigned by IntegraPay. For online, shopping cart and kiosk transactions, the IntegraPay system passes back a transaction result and transaction ID for display to the Customer to confirm the result of the transaction.

Approved transactions processed via a Business supplied merchant facility are deposited directly to your assigned settlement account as per the terms of your merchant provider. IntegraPay Payment Gateway fees relating to the service are debited monthly in arrears.

Approved transactions processed via a merchant assigned by IntegraPay are deposited to your nominated settlement account on the 4th business day after the date of the transaction less any Payment Gateway related fees.

A Transaction Fee (as described in Schedule A) is applied for each attempted transaction submitted through IntegraPay. Additional fees may apply for Gateway services as described in Schedule A. Supporting transaction reports are issued daily detailing all transaction attempts.

Benefits

The benefits of the IntegraPay Payment Gateway include:

- Customers can make payments online, 24 hours per day, 7 days per week;
- Payments made by credit card are processed in real time;
- IntegraPay assistance in providing a suitable merchant facility for the acceptance of Visa, MasterCard and American Express payments;
- All payments processed via a merchant held in the name of the business settle directly into your nominated settlement account;
- Payments are undertaken in a secure, encrypted environment;
- The IntegraPay Payment Gateway can be integrated with your existing website or shopping cart;
- The IntegraPay Payment Gateway can be integrated with selected kiosk or account management software to automate payment reconciliation;
- Level 1 PCI DSS Compliant and Secure;

Risks

There are a number of risks involved in utilising the IntegraPay Payment Gateway. These include:

- A Customer may dispute or chargeback a debit that has been processed and you will be required to refund any amounts IntegraPay has been required to return back to the Customer;
- Use of the Service may be disrupted if technology or systems employed by IntegraPay or other businesses involved in the payment process fail for whatever reason and may result in delays in payments being processed by IntegraPay and credited to your account. This may impact on your available cash flow; and
- Customers may use forged or stolen credit cards which may result in a chargeback being processed against your account, and a fee applied to your account.

Additional Services

The following Additional Services may be provided by IntegraPay in connection with delivery of the Services:

- **IntegraPay Online Management Portal** - a secure online management facility allowing you to access live up-to-date and detailed information about payments processed through IntegraPay's Services including the establishment and management of recurring direct debit payments, payment histories and transaction forecasts.
- **IntegraPay Integration** - a secure interface operating between your management software and IntegraPay enabling the real time submission and retrieval of results across all IntegraPay Services.
- **SMS Notifications**
 - **Payment Reminders** - You can nominate to notify your Customers that they will receive SMS Payment Reminders of their upcoming direct debit.
 - **Failed Payment Notification** - You can nominate to notify your Customers by SMS when a payment has failed.
 - **Set Up Notification** - You can nominate to notify your Customers upon the establishment of their direct debit payment.
 - **Recurring Payment Confirmation** - All Customers who complete an eDDR (electronic direct debit request) request form will automatically receive SMS notification upon the establishment of their recurring payment and will be required to reply to the SMS in order for the direct debit to commence.
 - **Online Payment Confirmation** - All Customers performing an online transaction where the Business is not processing via their own merchant facility will receive an SMS to notify them of their online payment and will be required to reply to the SMS in order to approve the transaction.
- **Email Notifications**
 - **Payment Reminders** - You can nominate to notify your Customers that they will receive Email Payment Reminders of their upcoming direct debit.
 - **Failed Payment Notification** - You can nominate to notify your customers by Email when a payment has failed.
 - **Welcome Notification** - You can nominate to send your Customers a Welcome Email Notification to confirm the establishment of the recurring payment.
 - **Recurring Payment Confirmation** - All Customers who complete an eDDR request form will automatically receive Email notification upon the establishment of their recurring payment.
 - **Online Payment Confirmation** - All Customers performing an online transaction where the Business is not processing via their own merchant facility will receive an Email to notify them of their online payment and will be required to reply to the Email in order to approve the transaction..
- **Hosted Payment Page** - a secure real time payment capture and submission page hosted on the secure IntegraPay PCI DSS Compliant environment.
- **Transparent Redirect** - a process that involves your web infrastructure serving up a payment page including fields to capture credit card data; however these fields are set to POST the credit card data directly to your payment gateway, bypassing your web server
- **Merchant Assignment** - a IntegraPay issued merchant facility for the recurring and instant processing of credit card payments.
- **Early Funds Settlement** - settlement of a percentage of the previous days' processed volume to the Business prior to the specified clearance period.
- **eDDR (Electronic Direct Debit Request Form / No Signature DDR)** - an electronic direct debit request form hosted on the secure IntegraPay environment allowing the Business to have Customers complete, authorise and establish their recurring direct debit payment online or via an electronic device (tablet, phone, touch screen) without the need of a physical printed form or physical signature.
- **Card Vault Data Storage** - the automatic tokenisation and secure storage of banking account, credit and debit card details.

Chargeback / Claim Liability

A Chargeback is where the cardholder (or the bank) raises a dispute and claim for the return of funds in connection with a transaction made on behalf of your business. If the dispute is resolved in favour of the cardholder, the transaction is charged back (debited) to your account. In other words, you lose the full sale proceeds. You may also be charged a Chargeback fee as detailed in Schedule A - Fees Schedule.

The common reasons for chargebacks are as follows:

- Cardholder did not make the transaction (frequently an indication of fraud);
- Cancelled recurring transaction;
- Goods not as described;
- Goods faulty or defective; and
- Failure to respond to requests for documents relating to the payment.

Chargebacks may also be made for a number of other reasons, including, but not limited to:

- Goods/Services not received; and
- Exceeding merchant floor limit without obtaining authorisation.

Authorisation of a payment by the card issuer or card holder's financial institution does not eliminate the risk of chargebacks.

What authorisation does mean:

- The account number is valid, the card is not currently stopped and that there are sufficient funds to cover the transaction amount at the time the authorisation is obtained.
- The card has not been reported lost or stolen (although it may in fact be lost, stolen or compromised [card details improperly obtained or copied] and the card owner is unaware).
- There are sufficient funds available to cover the transaction.

What authorisation does not mean:

- An authorisation does NOT confirm that the person providing the card number is the legitimate cardholder. The risk remains that the person providing the credit card number has either stolen or improperly obtained the card.

Chargebacks can generally be made by either the cardholder or their bank 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 the purchaser is the genuine cardholder and have sufficient fraud checking systems in place with regard to online payments. This applies to all merchants irrespective of the method by which Credit Card payments are accepted.

Be especially cautious of overseas transactions, and be aware that fraudsters like to operate in an environment where it is very difficult for you to identify them. The fraud risk increases anytime you do not have a cardholder and their card physically present for the transaction.

Taxation Implications

All funds received by you from your Customer through use of the Services will usually have the same character from a taxation perspective as funds received by you from Customers through traditional payment methods. You should, however, obtain independent taxation advice as this may not be the case for all payments and the payment of fees and charges charged by IntegraPay in relation to the Services may not be deductible in all circumstances.

Fees and Charges

Full details of the fees and charges payable in relation to the Services are set out in Schedule A: Fee Schedule. You can choose to pay certain fees or you may pass on these fees to the customer as detailed in the Letter of Offer. The fees, charges and other information contained in the Fee Schedule are in force at the date of this PDS and subject to change in accordance with the terms of this PDS. IntegraPay may waive, vary or reduce the fees and charges in certain circumstances.

Terms and Conditions

The Business is required to read and consider the terms of this PDS and complete and submit an Application Form and/or Letter of Offer to IntegraPay, along with the required additional information as listed in the Application Form, prior to being provided with the Services, to IntegraPay for consideration and approval or rejection. Please be aware that IntegraPay in its discretion may or may not agree to provide you with the Services and that your application is not accepted until IntegraPay has agreed to and signed your submitted Letter of Offer.

Terms and Conditions (cont:)

By completing and submitting an Application Form and subsequent Letter of Offer, you acknowledge that you have read and considered this PDS and agree to be bound by the Terms and Conditions comprising of:

- The Terms and Conditions contained in Part 3 of this PDS;
- The Pricing Schedule contained in Schedule A and as specified in the Service Fees section of the IntegraPay Letter of Offer.

You also acknowledge and agree that you have read, understood and accepted the contents of:

- Part 1 – Introduction this PDS;
- Part 2 – Description of Services;
- The Financial Services Guide which is provided either before, or along with this PDS.

Please be aware that Customers utilising the Services to make payments to you may be required to agree to any terms and conditions set by IntegraPay (if any) prior to doing so and any Customers wishing to utilise IntegraPay Direct Debit System will be required to complete and authorise (by signature or other) a direct debit request authority.

Amendment

This PDS may be amended and in most circumstances, you will be notified of the changes electronically as an amended or supplementary PDS provided by IntegraPay . However, IntegraPay reserves the right to update this PDS and the Terms and Conditions and host them on IntegraPay's website, which further updates shall be legally binding on the Business. IntegraPay encourages the Business to check the IntegraPay website on a regular basis regarding any amendments or updates to this PDS and/or the Terms and Conditions.

Complaints and Disputes Resolution

If you encounter any problems or have any complaints in relation to the Services, please contact IntegraPay on (07) 3040 4320. In most instances, IntegraPay will be able to resolve your issue over the phone. If you are unsatisfied with how your complaint was dealt with, you may lodge a formal complaint by contacting IntegraPay on the details set out above.

In dealing with complaints and disputes, IntegraPay will endeavour to comply with the Essential Elements of Effective Complaints Handling contained in Section 2 of the Australian Standard AS 4269-1995. This means that IntegraPay will, within five (5) business days of receiving a complaint, acknowledge receipt of the complaint and include in the response:

- details of IntegraPay's complaints handling procedure;
- the name, title and contact details of the client support manager who will be handling the complaint;
- if the complaint has not been dealt with fully in the first response, then a reasonable estimate of the time it may take IntegraPay to resolve the complaint; and
- details of any remedies available to you in respect of the complaint, if applicable.

If resolution of the complaint is not possible within 14 days, IntegraPay will contact you monthly with the progress of the complaint.

Once IntegraPay has determined how to proceed with the complaint, IntegraPay will inform you of the view IntegraPay has reached, setting out clear and concise reasons and inform you of the avenues open to you if you are not satisfied with the response of IntegraPay.

If you are unsatisfied with how your complaint was dealt with or resolved, you have the option of contacting the Financial Ombudsman Service, of which IntegraPay is a member. Financial Ombudsman Service can be contacted by calling 1300 78 08 08 or by writing to:

Financial Ombudsman Service,

GPO Box 3

Melbourne Vic 3001.

Part 3 – Terms and Conditions

The Business' application for and ongoing use of the Service is subject to the terms and conditions contained in this Part 3, as well as otherwise prescribed in this PDS. These Terms and Conditions describe the relationship that will exist (where IntegraPay accepts the Business as a client) between the Business and IntegraPay and the obligations that each will have to the other.

1. Agreement

- 1.1. You agree to retain and appoint IntegraPay as your Payment Service Provider for the collection and processing of recurring, ongoing and/or real time customer payments subject to the Terms and Conditions of this Agreement.
- 1.2. We grant you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Service solely to accept and receive payments and to manage the funds you so receive.
- 1.3. You agree to advise IntegraPay if, during the term of the Agreement, you appoint another party to provide a similar or identical service to that provided by IntegraPay pursuant to the Agreement.

2. Representations and Covenants

By entering into the Agreement, you warrant that:

- 2.1. you are a duly incorporated company or registered business and conduct operations as a business;
- 2.2. if you are a trustee, the trust is validly formed;
- 2.3. if you are a trustee, you have the right of indemnity from the trust assets in respect to this Agreement;
- 2.4. you have the legal capacity and authority to execute the Application Form and to be bound by this Agreement;
- 2.5. the person who executed the Application Form is duly authorised to execute on your behalf;
- 2.6. you have obtained authority from the Customer for IntegraPay to Direct Debit his or her account; and
- 2.7. you are not currently and are not likely to be declared insolvent and will endeavour to not become so during the term of this Agreement. In the event that you become insolvent you agree to notify IntegraPay of such within two (2) calendar days of such an event occurring.

3. Indemnity

- 3.1. You agree to release, indemnify and hold IntegraPay, including its agents and assigns, harmless from and against all liability, claims, damages, actions or losses:
 - 3.1.1. suffered or incurred by us (including Customer claims);
 - 3.1.2. arising in any way from our collection of Customer Payments;including but not limited to:
 - 3.1.3. any failure by you to pay fees;
 - 3.1.4. any failure by you to pay any other amount due under our Agreement;
 - 3.1.5. any matter affecting the validity of Customer Payments, affecting the creditworthiness of a Customer and/or any misrepresentation of the identity of a Customer;
 - 3.1.6. any breach by you to comply with your obligations owed to IntegraPay under or in connection with this Agreement;
 - 3.1.7. any failure by you or a Customer to provide correct information to us;
 - 3.1.8. any bank fee or charges incurred in respect of a Customer Payment under circumstances described in this clause 3;
 - 3.1.9. any failure of a Customer Payment or any of its operations or processes due to any accident, neglect or misuse by you or a third party;
 - 3.1.10. any failure of a Customer Payment or any of its operations or processes due to a computer failure;
 - 3.1.11. any failure of a Customer Payment or any of its operations or processes due to incorrect, partial or inaccurate information being provided by an integrated software management program;
 - 3.1.12. any failure of a Customer Payment or any of its operations or processes due to any viruses, security hacking or any errors in code or software;
 - 3.1.13. any instance where we hold your funds in accordance with our Agreement
 - 3.1.14. your negligence or fraud or that of any of your employees, contractors or agents;
 - 3.1.15. the fraudulent use, misuse or theft of a DDR or eDDR or the information stored in a DDR or eDDR, whether lost, stolen or otherwise;
 - 3.1.16. any dispute arising between you and your Customer;
 - 3.1.17. any representation, warranty or statement made by you or your employees, contractors or agents to a Customer;
 - 3.1.18. any misrepresentation, breach of contract or failure of consideration in relation to your dealings with a Customer;

3. Indemnity (cont:)

- 3.1.19. any Failed Transaction;
- 3.1.20. any use of an eDDR or Payment Gateway;
- 3.1.21. any claim that a payment, obligation, transaction or transfer in connection with this Agreement is void or voidable under any insolvency law; and;
- 3.1.22. the occurrence of any event described in clause 13 below.
- 3.2. You must indemnify IntegraPay provided above even if:
 - 3.2.1. a Customer has been issued with a bank account or credit card;
 - 3.2.2. we have processed a Direct Debit transaction for the Customer;
 - 3.2.3. you have complied with our Agreement; or
 - 3.2.4. our Agreement has ended.
- 3.3. If we process a Direct Debit transaction, we are not warranting that:
 - 3.3.1. the transaction is valid;
 - 3.3.2. the identity of the Customer is correct; or
 - 3.3.3. the Customer is creditworthy.
- 3.4. You agree that we shall be entitled to utilise and transfer any funds held in its Trust account, or any other account, on your behalf to our own account in satisfaction of the indemnity granted in clause 3 above without reference to you and you agree to release us in relation to any liability in respect of any such funds so applied or used.

4. Fees

- 4.1. You agree that in exchange for us providing the Services, you will pay to us the Service Fees as outlined in Schedule A or as quoted within the Application Form or Letter of Offer signed by you;
- 4.2. You may request for us to collect transaction fees from the Customer in addition to the requested payment amount. You agree that if transaction fees passed to the Customer are unable to be collected our fee portion will be payable by you;
- 4.3. You agree and authorise us to deduct any Fees or other monies owing from funds collected by us or from the nominated Billing account;
- 4.4. You agree and acknowledges that the rates of Fees may be increased;
 - 4.4.1. upon giving you 14 days' written notice;
 - 4.4.2. upon review of your actual transaction rates and the value of the Direct Debit, Debit and Credit card processing charges and/or;
 - 4.4.3. without prior notice on the 30th Junes of each year by CPI or 5%, whichever is greater.
- 4.5. You agree that an additional Fee surcharge as outlined in Schedule A may be applied Premium, Super Premium and International issued cards;
- 4.6. You acknowledges and consents to IntegraPay retaining, as its own property, and part of its income under this agreement, the interest earned on Customer Payments held in the IntegraPay Trust account;
- 4.7. You agree to the following as your obligations in relation to Payment and Fees generally;
 - 4.7.1. promptly pay us all Fees and other amounts due under our Agreement;
 - 4.7.2. indemnify us for all Fees and other amounts due under our Agreement which are payable by the Customer;
 - 4.7.3. ensure that your Customers execute a DDR or eDDR in a form approved by us; and
 - 4.7.4. reimburse us promptly for any funds which should not have been paid to you.
- 4.8. If a Customer or you claim a refund we will not be under any obligation to pay it however we will conduct ourselves in accordance with our Refund Policy.
- 4.9. We will:
 - 4.9.1. advise if GST has been included or excluded on all Fees quoted; and
 - 4.9.2. provide you with a statement and Tax Invoice when we deposit funds in your nominated account.

5. Description of Service

- 5.1. IntegraPay is a Payment Service Provider (PSP). We facilitate payments including recurring Direct Debit billing from bank and card accounts, real time and e-Commerce card-based payments through our Payment Gateway for the collection for Customer Payments.
- 5.2. The services provided by us is administrative only and do not extend to the provision of any services or benefits except as specified in the Agreement.
- 5.3. It is understood that:
 - 5.3.1. We will collect recurring Direct Debit payments and any fees and interest owed by customers;
 - 5.3.2. We will process real time payment as initiated by the Customer;
 - 5.3.3. Direct Debit payments may only be collected from Australian bank accounts, building societies, credit unions, credit cards and debit cards;
 - 5.3.4. All funds collected by Direct Debit will be held in a Trust account operated by IntegraPay until considered "Cleared Funds" pursuant to the provisions and in accordance to the guidelines and procedures of the Australian Payments & Clearing Association (A.P.C.A.);
 - 5.3.5. Funds collected from credit and debit cards through an IntegraPay issued merchant will be held in a Trust account operated by IntegraPay until considered "Cleared Funds" by IntegraPay.
 - 5.3.6. Funds collected from credit and debit cards through your own merchant facility will be settled directly to your assigned settlement account as per your merchant agreement with your merchant acquirer; and
 - 5.3.7. Subject to Clause 5.4 below, we will credit funds processed through our direct debit facility or IntegraPay issued merchant, following clearance in accordance with Clause 5.3.4 and 5.3.5, to your nominated account less Fees and any other amounts you owe us;
- 5.4. You acknowledge and agree we may hold Customer Payments and not transfer them to your nominated account if we for any reason whatsoever suspect that you have acted in a fraudulent, illegal, unlawful, unconscionable or improper manner in relation to Customer Payments or their collection.

6. DDR

- 6.1. You acknowledge that a DDR whether in hard copy or electronic format containing our logo and/or our User ID number shall remain our property at all times.
- 6.2. You acknowledge that no other direct debit service provider or other financial institution may conduct debit transactions from Customer accounts as a result of the Customer completing a DDR signed under our logo or under our APCA User ID number unless otherwise authorised by us in writing.
- 6.3. You acknowledge that any debit transaction conducted by a company or institution without our authorisation shall be in breach of our Agreement and not a valid transaction.
- 6.4. You acknowledge that you must store all DDR's, either in hard copy or electronic format in a safe and secure place for up to seven (7) years.
- 6.5. The DDR is:
 - 6.5.1. a separate confidential agreement we have with the Customer.
- 6.6. If the Customer gives us 7 days written notice of termination, we will:
 - 6.6.1. terminate the DDR immediately in accordance with the APCA guidelines;

7. Online Console and Online DDR

- 7.1. If you use the IntegraPay Online Console and Online DDR to establish a new Customer you must:
 - 7.1.1. ensure that each of your staff are enrolled on our Console and have a unique user name and password;
 - 7.1.2. accurately identify all Customers before entering and submitting an Online DDR by sighting photo identification, the nominated card, account statement or use another method of accepted identification.
 - 7.1.3. accept all risk and responsibility for the identification of Customers;
 - 7.1.4. store all DDRs in a safe and secure place for up to seven (7) years;
 - 7.1.5. if requested by the Customer, provide the Customer with a printed copy of the Online DDR and our Customer DDR Terms and Conditions.
 - 7.1.6. if requested, provide us or the Customer with a copy of the signed Online DDR within two (2) working days.

7. Online Console and Online DDR (cont:)

- 7.2. You must not:
 - 7.2.1. use Online DDRs for Customer who you do not have an ongoing relationship with;
 - 7.2.2. use Online DDRs for services which have a significant opportunity for fraud; or
 - 7.2.3. allow staff to disclose their unique user name or password to any other person.
- 7.3. If we suspect fraud or misuse by any person in connection with the Online Console or Online DDR, we may:
 - 7.3.1. restrict or remove access to the Online Console
 - 7.3.2. cease or halt any direct debit; or
 - 7.3.3. reject any Online DDR.
- 7.4. You acknowledge that the IntegraPay Online Console contains confidential information which is the property of IntegraPay and you acknowledge that the provisions of clause 19 shall apply in respect of such confidential information.

8. eDDR

- 8.1. If you use eDDRs you must:
 - 8.1.1. only use eDDRs for services whereby you will have an ongoing relationship with the Customer; or
 - 8.1.2. only use eDDRs for services that do not have a significant opportunity for fraud;
- 8.2. You must indemnify IntegraPay for:
 - 8.2.1. any fraud in relation to the eDDR;
 - 8.2.2. any error, technological or otherwise in relation to the eDDR;
 - 8.2.3. any failed transactions arising through use of eDDR; and
- 8.3. any loss arising from an interruption in the eDDR sending complete and correct information to perform Customer payments.
- 8.4. You acknowledge that the eDDR contains confidential information which is the property of IntegraPay and you acknowledge that the provision of clause 19 shall apply in respect of such confidential information.

9. API

- 9.1. We offer an application programming interface ("API") to connect to the IntegraPay Gateway, submit transaction requests, establish recurring payments, access our Hosted Payment Page service, access our Transparent Redirect service and retrieve information relating to Transactions and/or Customer Payments.
- 9.2. If you are using an integrated software partner to establish and manage new and existing Customers, you must:
 - 9.2.1. adhere to the provision and policies in clause 7 with regard to the acceptance and ongoing use of Online DDR's;
 - 9.2.2. ensure that each of your staff have a unique user name and password to access the integrated software;
 - 9.2.3. accept all risk and responsibility for the identification of Customers;
- 9.3. If you are using an integrated software partner to establish and manage new and existing Customers, you must indemnify us for:
 - 9.3.1. any fraud in relation to the API;
 - 9.3.2. any error, technological or otherwise in relation to the API or Software Partner;
 - 9.3.3. any failed transactions arising through use of the API or Software Partner; and
 - 9.3.4. any loss arising from an interruption in sending complete and correct information to perform Customer payments.
- 9.4. You acknowledge that the API and usage of such API by the Software Partner contains confidential information which is the property of IntegraPay and you acknowledge that the provision of clause 19 shall apply in respect of such confidential information.

10. Sub-Merchant

- 10.1. The conditions contained in this clause 10 apply to our Premium and Standard merchant facilities unless specified otherwise.
- 10.2. You acknowledge and agree that you will adhere to all the conditions in relation to the usage of an IntegraPay provided Sub-Merchant facility for the acceptance and processing of card based transactions in a recurring or real time environment.
- 10.3. You will accept all valid Cards and process all Transactions in accordance with all laws, any obligations in the Agreement and any direction of IntegraPay in carrying out activities related to the merchant facility.
- 10.4. All transactions are to be processed in Australian dollars.

10. Sub-Merchant (cont:)

- 10.5. You agree that an additional Fee surcharge as outlined in Schedule A may be applied to Premium, Super Premium and International issued cards;
- 10.6. You must not process or encourage Transactions through the merchant facility that relate to, or are in connection with, the sale of goods or services that are in contravention of the laws of Australia.
- 10.7. We will not be responsible or liable for any delay that might occur in the processing of payments or any lost Transactions that might occur where the merchant facility is not available for any reason.
- 10.8. If you have excessive Chargebacks and/or fraudulent Transactions, you must take immediate action to rectify the situation. Failure to resolve the cause of the problem may result in a suspension or cancellation of the service.
- 10.9. You acknowledge that our Premium merchant facilities are provided to you for a minimum Term of twelve (12) months and a termination fee of \$150.00 will be applied upon the cancellation of the facility after twelve (12) months and a cancellation fee of \$500.00 will be applied if the facility is cancelled before twelve (12) months.
- 10.10. You are required to obtain and hold Cardholder authorisation for all Recurring Transactions and ensure the nominated card is within current validity at all times.
- 10.11. You may not use the merchant facility for:
 - 10.11.1. Impersonating any person or entity or falsely claiming an affiliation with any person or entity;
 - 10.11.2. Accepting payments for goods or services provided by someone other than you;
 - 10.11.3. Providing yourself or others with a cash advance from a credit card;
 - 10.11.4. Any illegal purpose, or violating any local, state, national, or international law, including, without limitation, laws governing intellectual property, taxation, and data collection and privacy;
 - 10.11.5. Defaming, harassing, abusing, threatening, or defrauding others;
 - 10.11.6. Competing with IntegraPay or IntegraPay's business partners;
 - 10.11.7. Abusing the payment card system or violating the Operating Rules, in the reasonable opinion of the Networks or IntegraPay;
 - 10.11.8. Transferring funds between bank accounts held in the same name;
 - 10.11.9. Accept payments for goods and services you may provide outside the Industries that you have nominated when applying for the facility
- 10.12. If you are conducting e-Commerce Transactions over the internet:
 - 10.12.1. you are responsible for all goods and services offered through your website, and all acts and omissions at/or in connection with your website;
 - 10.12.2. the URL of your website must be substantially similar to your trading name and designed in such a way that a reasonable Cardholder is able to identify it as your Website;
 - 10.12.3. You will display the following on your Website:
 - contact information including trading name, ABN, trading address, telephone number, fax number, email address and your country of domicile;
 - a complete description of all goods and services you offer on your site;
 - a clear explanation of shipping practices and delivery policy;
 - transaction currency;
 - total cost of goods offered including shipping/handling charges and taxes;
 - customer service policies, including usual delivery timeframes and process if you cannot fill the order for any reason;
 - export restrictions (if known);
 - refund/return policy;
 - privacy policy;
 - security capabilities and policy of transmission of payment card details;
 - 10.12.4. you must on request by us provide us with reasonable access to view, monitor and audit the pages of your Website;
 - 10.12.5. you must not return the Cardholder's number to the Cardholder either online or on the Transaction receipt;
 - 10.12.6. You must not substantially change your goods or services being sold on your Website or other material aspects of your Website from the time facilities were provided by us;

10. Sub-Merchant (cont:)

- 10.12.7. You must keep all information on the Website true, accurate, current and complete;
 - 10.12.8. You must not change your domain name without first obtaining our consent to change of name; and
 - 10.12.9. You must fulfil customer orders in a timely manner.
- 10.13. You are responsible for:
- 10.13.1. ensuring that the connection between your Website and us is operational. We do not warrant that the provision of the services will be continuous, uninterrupted or without errors;
 - 10.13.2. ensuring that your Website is secure and that Cardholder information is encrypted during the exchange or Cardholder information between your Website and us.
- 10.14. If you are approved for an IntegraPay Sub-Merchant you must willingly, upon request, supply us with full details of your Service Providers, including but not limited to Web Hosting Provider, Shopping Cart Vendor System, SSL provider and expiration of SSL certificate.

11. Creditworthiness of the Cardholder

- 11.1. We do not guarantee and Cardholder's credit worthiness or their identity. You waive any right you may have against us by reason of any inference from the fact that a Cardholder has been issued with a Card or that a Transaction has been processed.

12. Liability

- 12.1. We are not liable and you release us from all liability in tort, contract or otherwise in respect of any claim, damages, actions, losses or liabilities (including any consequential or indirect loss) arising out of or in connection with:
 - 12.1.1. our Agreement;
 - 12.1.2. our performance of the Agreement;
 - 12.1.3. any breach of the Agreement by us;
 - 12.1.4. the provision of services by us;
 - 12.1.5. negligence, breach of contract or default on part of our employees, agents or contractors;
 - 12.1.6. an interruption between us and Software Partner integrated software;
 - 12.1.7. loss incurred from payments conducted from incorrect bank or card accounts where the information was supplied by you;
 - 12.1.8. a delay in new or correct information being supplied by you or Software Partner integrated software;
 - 12.1.9. any and all bank fees and charges incurred by all parties in respect to payments where any of the events described in clause 13 have taken place;
 - 12.1.10. circumstances in which our Agreement provides that you are to indemnify us;
 - 12.1.11. any condition or warranty not expressly included in our Agreement; or
 - 12.1.12. any warranty as to the fitness for the purpose or quality not required by law.

12. Liability (cont:)

- 12.2. If we are required by law to cover you under implied warranty:
- 13.2.1. our liability will be limited to the cost of having the applicable Service supplied again.
- 12.3. Provided however, that:
- 13.3.1. you acknowledge that in entering into the Agreement, you are not relying on any representations made by us, our employees or agents, other than those contained in this Agreement.
- 12.4. We are not liable in respect of any failure of the direct debit facility or any of its operations or processes due to or as a consequence of:
- 13.4.1. any accident, neglect or misuse by you;
 - 13.4.2. any failure of any computer system whether it be your system, the computer systems in which we place our software to operate the Services, or the computer hardware of other related computer systems and servers; or
 - 13.4.3. the input of any incorrect information by you.

13. Refunds

- 13.1. Where a Customer payment has been collected from a banking account, we will not enter into any agreement that requires us to transfer funds to a Customer as a refund and are not, pursuant to the terms of the Agreement or otherwise, required to do so.
- 13.1.1. Subject to the terms of the Agreement, all funds debited from a Customer's banking account are held on your behalf in our Trust account and will, in the ordinary course, be transferred to your nominated settlement account.
 - 13.1.2. You acknowledge and agree that it is your obligation to determine the circumstances in which refunds will be made to your customers and to perform any refunds relating to Customer payments from banking accounts external to our system.
- 13.2. Where the Customer payment has been collected from a credit or debit card via a merchant issued by us, a refund to the Customer will only occur by utilising the Management Console.
- 13.3. Where the Customer payment has been collected from a credit or debit card via your own merchant, a refund to the Customer will only occur upon written request by you for the whole amount as per the original debit.
- 13.4. You acknowledge and agree that refunds can only be processed for the whole value of the original debit and that we will not enter into an agreement that requires us to refund partial values.
- 13.5. You acknowledge and agree that any and all transaction fees paid to us for the original transaction will not be refunded to you.
- 13.6. You acknowledge and agree that we will charge a fee for the processing of each refund.

14. Disputes, Claims, Dishonours

In the event that a Customer disputes a direct debit or has a dishonoured payment:

- 14.1. In the event that a Customer has a failed payment, you agree that should the customer first contact us, we will direct the customer to contact you or your nominated representative directly on the nominated email or contact points;
- 14.2. In the event that we receive a claim in relation to a direct debit, we will, in the first instance, supply to the claimant's financial institution all documents as permitted and requested to be supplied according to the BECS Rules and Procedures;
- 14.3. We may from time to time request and you agree to supply all documents, billing accounts, contracts and all source documents that may be required by us;
- 14.4. Should a claim by a Customer be successful, notification of the claim will be included within the Rejections Report.
- 14.5. You agree to make payment to us of all monies due and owing to us pursuant to Clause 15 within 14 days of being notified by us.
- 14.6. We reserve the right, and you agree, to deduct the amount of any such claim or late dishonour from monies held in the control account in the first instance; and
- 14.7. You acknowledge and agree for us to debit any Settlement account or Billing account for the amount;
- 14.8. We at our discretion may apply a successful claim fee, as described within Schedule A - Fee Schedule, to each successfully claimed transaction. This claim fee will be deducted from your next settlement or debited from your nominated Billing account.
- 14.9. To reduce the incidence of Disputes, Claims, Dishonours, and Chargeback's and to comply with Card Payment Scheme regulations, we may include all or part of your business/trading name in the Debit transaction description on your Customers account statement. You hereby consent and authorise us to establish, obtain and identify any Credit Card Merchant or Direct Debit facility by name/code which includes all or part of your business/trading name.

15. Chargebacks

- 15.1. We may refuse to accept any transactions (hereinafter referred to as 'Chargebacks'), or may claim indemnity from you if:
- 15.1.1. the transaction is invalid;
 - 15.1.2. the transaction is deemed to be not for the entity that the service is provided to;
 - 15.1.3. the transaction is fraudulent;
 - 15.1.4. the cardholder claims that transaction is invalid or disputes liability for any reason.
- 15.2. Transactions which are invalid or which the cardholder claims are invalid or disputes for any reason, where funds have been reversed back to the cardholder will be charged back to your account.
- 15.3. Chargebacks may be processed against your nominated account up to eighteen (18) months after the date of the original transaction.
- 15.4. Should a Customer Chargeback be successful, notification of the Chargeback will be included within the Rejections Report.
- 15.5. We will not enter into any disputes between you and your customer in respect to a chargeback.
- 15.6. Service fees related to a transaction that has been charged back to the cardholder are not refundable.
- 15.7. We at our discretion may apply a successful chargeback fee, as described within Schedule A - Fee Schedule, to each returned transaction. This chargeback fee will be deducted from your next settlement or debited from your nominated Billing account.
- 15.8. You must ensure that chargebacks do not exceed 0.5% of your total transactions processed by us in any calendar month. Where chargebacks exceed 0.5% of total transactions, your Service may be suspended immediately. We reserve the right to not re-activate your Service, or if your Service is re-activated, we reserve the right to request a holding deposit for any further chargebacks that may occur as a condition of reinstating the Services.
- 15.9. To reduce the incidence of Disputes, Claims, Dishonours, and Chargebacks and to comply with Card Payment Scheme regulations, we may include all or part of your business/trading name in the Debit transaction description on your Customers account statement. You hereby consent and authorise us to establish, obtain and identify any Credit Card Merchant or Direct Debit facility by name/code which includes all or part of your business/trading name.

16. Change of Ownership or Operations

- 16.1. You are required under this Agreement to provide us with sixty (60) days' prior notice in writing if you wish to or enter into a sale of your business;
- 16.2. You are required under this Agreement to provide us with sixty (60) days' prior notice if you wish to cease operations or change the control or management of your business;
- 16.3. If you give us notice of change of ownership, control or management we may;
- 17.3.1. decline to perform the Agreement with the new operator; and
 - 17.3.2. after thirty (30) days' written notice terminate our Agreement.
- 16.4. If we terminate the Agreement within thirty (30) days of you notifying us of the change:
- 17.4.1. you agree to provide us with the original or copies of the original signed or authorised DDR or eDDR forms.
- 16.5. If we do not terminate the Agreement within thirty (30) days of you notifying us of the change:
- 17.5.1. the new Operator will be required to complete an Application form and Letter of Offer and return the executed documents with the required additional information to us thirty (30) days prior to taking ownership, control or management of the Business and/or it's operations.
 - 17.5.2. you agree to provide the new operator the original or copies of the original signed or authorised DDR or eDDR forms.
- 16.6. You acknowledge that it is your responsibility to ensure the new operator completes and provide the necessary documentation to us within the specified period prior to taking over control or settlement.
- 16.7. Upon the date of disposal, change of control or management of the Business (hereafter referred to as Handover Date) the following processes shall apply:
- 17.7.1. payments conducted prior to the Handover Date will be paid to the outgoing owner;
 - 17.7.2. payments conducted on or after the Handover Date will be paid to the incoming owner.
- 16.8. We may:
- 17.8.1. refrain from accounting to the new operator until we receive satisfactory evidence of the change of ownership, control or management; and/or
 - 17.8.2. refrain from accounting to the new operator until we receive properly amended ASIC records of business name records.
- 16.9. All Parties acknowledge that DDR and eDDR forms will remain the property of IntegraPay at all times.
- 16.10. You acknowledge that continued transaction processing may be disrupted if Clause 17 has not been adhered to.

17. Term, Termination and Suspension

- 17.1. This Agreement shall commence and remain in force from the date we accept and countersign the Application form or Letter of Offer submitted by you for a minimum period of twelve (12) months or until terminated by either Party after the minimum term upon providing a minimum of sixty (60) days' written notice to the other.
- 17.2. Upon completion of each term, this Agreement shall automatically be renewed for a further term of the same duration as the term that has just been completed unless written notice is given prior to or within one month following the completion of the term.
- 17.3. We may terminate this Agreement upon seven (7) days' notice in writing where you fail to comply with any obligations to be performed pursuant to this Agreement.
- 17.4. We may terminate this Agreement immediately without notice if, in our opinion, you utilises the Services in any unlawful, unconscionable or improper manner.
- 17.5. We may, in our absolute discretion, suspend your account and refuse to process any payments or remit any payments to you if we, for any reason whatsoever suspect or have been advised that you have acted in an unlawful, unconscionable or improper manner in utilising the Services.
- 17.6. For the avoidance of doubt, we may terminate any account suspended in accordance with subclause 18.5 in accordance with subclauses 18.1, 18.3 or 18.4 above in our sole discretion, without lifting the suspension imposed in accordance with subclause 18.5.
- 17.7. You hereby expressly release and indemnify us against any claim that you may have against us where we act in accordance with this clause 18, including any claim for damages, whether direct or consequential, that you may suffer as a result.
- 17.8. You acknowledge that our Agreement term is independent to any term or contract obligations you may have with an integrated or non-integrated software vendor.

18. Non-Disclosure

- 18.1. For the purposes of the Agreement, "Proprietary and Confidential Information" shall mean any and all information, whether written or oral regarding the Business or IntegraPay's prospective customers, the content of any recurring request authorisation form, prospective customers, policies and procedures, operations, systems and future business plans. This information includes but is not limited to technical, developmental, marketing, sales, operating, performance, cost, know-how, computer software and database programming techniques and any record containing or disclosing such information or techniques, which is disclosed pursuant to the Agreement. The term "Proprietary and Confidential Information" shall also include any confidential information belonging to the Business or IntegraPay that was received or disclosed before the date of the Agreement.
- 18.2. In consideration of each Party supplying the other with Proprietary and Confidential Information, whether directly or through its representatives, advisors or otherwise, each Party agrees that it will treat as confidential all such information which is disclosed to it by the other Party, together with any reports, analyses, memoranda, notes and any other writing which is prepared by the Party receiving the information (or on its behalf), which contains, reflects or is based on such information (Proprietary and Confidential Information and such derived information, collectively referred to as "the Material") and each Party agrees that it will not, except as provided below, disclose, use or permit the disclosure or use of the Material.
- 18.3. The Material shall not be used by either Party other than directly for the purpose of meeting their obligations under the Agreement.
- 18.4. Either Party may only disclose the Proprietary and Confidential Information or the Material, to the extent described in clause 19.3 above to such of its employees and advisors who need to know the information and who are informed of the confidential nature of such information and who agree to be bound by the terms of this clause as if they were a party to the Agreement. Either Party shall procure absolute compliance of the confidentiality obligations in the Agreement by such employees and advisors.
- 18.5. Each Party shall abide by IntegraPay's Privacy Policy when dealing with the personal information of Customers, which may be found at <http://www.integratapay.com.au>
- 18.6. The obligations on the Parties imposed by this clause 19 shall survive termination of this Agreement.

19. Privacy

- 19.1. This privacy statement relates to the personal information obtained by us in connection with the Services, including personal information about you, the Business, Company administrator and users.
- 19.2. We may collect personal information, including names and contact details of individuals, to facilitate the use of the IntegraPay Services.
- 19.3. You, the Business, Company, administrators and users may choose not to give us your personal information. However, in these circumstances, we may not be able to provide access to the IntegraPay Services.
- 19.4. We may disclose personal information (as necessary)
 - 19.4.1. to our external service providers that provide services for the purpose of business, on a confidential basis, for example providers of administrative or other services;

19. Privacy (cont:)

- 19.4.2. to regulators and authorities if the law requires or permits us to do so (for example for law enforcement);
 - 19.4.3. to our advisers and any party considering acquiring an interest in our business on condition that we will ensure that such third party is bound by an appropriate confidentiality agreement;
 - 19.4.4. to other organisations if you request us to do so or if you consent; or
 - 19.4.5. to our related body corporate as required to provide the Services.
- 19.5. We have processes in place to ensure the security of your personal information, including encryption of all data when it is transferred to our service providers and limitations on access to personal information within our organisation.
- 19.6. The Australian Privacy Act allows you to get access to, and correct, the personal information we hold about the you in certain circumstances. To obtain such access, please contact us on the details set out above.

20. Force Majeure

- 20.1. If either Party is prevented, hindered or delayed from performing its obligations under this Agreement (other than an obligation to pay money) by an Event of Force Majeure, then as long as that situation continues, that party shall be excused from performance of the obligation to the extent it is so prevented, hindered or delayed, and the time for performance of the obligation shall be extended accordingly, but if time is of the essence of this Agreement, time shall continue to remain of the essence.
- 20.2. A Party affected by an Event of Force Majeure shall immediately notify the other Parties of its occurrence and its effect or likely effect, and use all reasonable endeavours to minimise the effect of the Event of Force Majeure and to bring it to an end.
- 20.3. For the purpose of this clause, "Event of Force Majeure" means the occurrence of an event or circumstances beyond the reasonable control of the Party affected by it including (without limitation):
- 20.3.1. a war (declared or undeclared), insurrection, civil commotion, military action, or an act of sabotage;
 - 20.3.2. a strike, lockout or industrial action, dispute or disturbance of any kind;
 - 20.3.3. an act of a government or a government authority;
 - 20.3.4. an act of God;
 - 20.3.5. a storm, tempest, fire, flood, earthquake or other natural calamity; or
 - 20.3.6. such other event as is outside the reasonable control of the parties.

21. General

- 21.1. We both acknowledge that:
- 21.1.1. our Agreement is governed by the laws of the state of Queensland;
 - 21.1.2. we will both, failing any alternative dispute resolution attempts, go to the Courts of Queensland for resolution of any disputes;
 - 21.1.3. if any part of our Agreement is held to be deemed illegal or invalid, than that part shall be severed and the remainder of our Agreement shall remain in full force and effect;
 - 21.1.4. if either of us does not require performance at any time of an obligation under this Agreement, we will still be able to seek to enforce that obligation if we choose;
 - 21.1.5. if either of us does not enforce a breach of our Agreement, this does not mean that a further breach of the same kind is excused;
 - 21.1.6. where either of us must provide notice, the notice must be in writing and addressed to the Party in which it is given as shown on the Application form and/or Letter of Offer or other address notified in writing;
 - 21.1.7. this Agreement contains the entire agreement between us and supersedes all previous agreements, discussions or understandings between us in relation to the matters covered in our Agreement; and
 - 21.1.8. our Agreement will apply to our respective successors, permitted sub-contractors and assigns.
- 21.2. We may:
- 21.2.1. upon giving thirty (30) days' notice in writing to you, assign all our right, title and interest in our Agreement to another person, Business or Corporation. You are not entitled to assign the right, title and interest in the Agreement without our expressed written consent;
 - 21.2.2. amend our Terms and Conditions by posting an updated version on the secure Console; and
 - 21.2.3. amend the Fee Schedule by posting an updated version on the secure Console.

21. General (cont:)

- 21.3. Any amended versions of the Terms and Conditions or the Fee Schedule will form part of our Agreement if:
- 21.3.1. we post the amended version on our secure Console;
 - 21.3.2. 14 days after posting, you have not objected; and
 - 21.3.3. you continue to use our Services.
- 21.4. Where the expression "We may" is used in our Agreement, it means that:
- 21.4.1. we have the right referred to but no obligation to exercise the right;
 - 21.4.2. the right may be exercised at our discretion;
 - 21.4.3. you acknowledge and agree that we have the right; and
 - 21.4.4. you authorise us to exercise the right if we choose.
- 21.5. Where the expression "You may" is used in our Agreement, it means that:
- 21.5.1. you have the right referred to in the way described directly above.
- 21.6. IntegraPay will meet all its regulatory and compliance obligations under the Australian Financial Services License pursuant to section 913B of the Corporations Act 2001.

22. PCI Compliance

- 22.1. IntegraPay Pty Ltd, its operations as a Payment Service Provider (PSP) including Internet-based payment services and POS (Point of Sale) and MOTO (Mail Order Telephone Order) Payment Processing, its Services and its Software, is Level 1, Version 2, PCI DSS Compliant as assessed by Sense of Security Pty Ltd, Qualified Security Assessors. Our PCI DSS Compliance certificates are available at <http://www.integrpay.com.au> or upon written request.
- 22.2. IntegraPay, as the owner of the systems and platform, is responsible for all PCI Compliance Requirements. IntegraPay utilises a Level 1, Version 2, PCI Compliant Card Vault for the secure storage and processing of account data.
- 22.3. You acknowledge and understand that it is your responsibility to fulfil your own PCI DSS compliance requirements.
- 22.4. You acknowledge and understand that you may be required to undertake your own external advice and audit relative to your own PCI Compliance requirements.
- 22.5. You acknowledge that all costs in relation to complying with this clause 23 will be borne by you.
- 22.6. You warrant and accept that by utilising our Services is not an interpretation that you are PCI Compliant.

23. Your Obligations to Us

- 23.1. You must:
- 23.1.1. adhere at all times to our standard operating procedures amended by us from time to time;
 - 23.1.2. keep Customer account details, if held in an electronic form, secure in compliance with the requirements of the Payment Card Industry Data Security Standard (PCIDSS);
 - 23.1.3. store all DDR forms in a safe and secure place for up to seven (7) years or until delivered to us, whichever is the sooner; and
 - 23.1.4. if we require, provide financial security to us to cover the risk of us providing the Services.
- 23.2. You must not:
- 23.2.1. process Transactions of behalf of another or unrelated business or party;
 - 23.2.2. make or authorise any press release or other public statement concerning us or the Services without our prior written consent;
 - 23.2.3. distribute publicity, advertising or other materials containing reference to us without our prior written consent; or
 - 23.2.4. use Customer account details for any purpose other than enabling us to provide the Services.
- 23.3. You must provide us with any requested information to verify that:
- 23.3.1. you are compliant with our Agreement;
 - 23.3.2. you and your directors, proprietors and/or Guarantors are solvent; and
 - 23.3.3. our records are up to date.
- 23.4. Information relating to clause 24.3 include:
- 23.4.1. ASIC information
 - 23.4.2. bank statements
 - 23.4.3. drivers licences; and/or
 - 23.4.4. address details.

24. Definitions

Agreement refers to the Agreement between you and us consisting of the Application Form, Letter of Offer, Fees Schedule, these Terms and Conditions, the policies referred to in these Terms and Conditions, any further conditions agreed in writing by us and you from time to time and conditions as required by the PDS;

API refers to the IntegraPay Web Services Application Programming Interface;

BECS Rules and Procedures means the Bulk Electronic Clearing System issued by the Australian Payments Clearing Association Ltd as far as they apply to the Services provided by IntegraPay;

Business Banking Day means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia. These days are determined by public holidays which are gazetted by the State Governments.

Chargeback refers to where the cardholder (or issuing bank) raises a dispute and claim for the return of funds in connection with a transaction we made on your behalf where funds have been forwarded to you;

Claim refers to where the account holder (or issuing bank) raises a dispute for the return of funds in connection with a transaction we made on your behalf where funds have been forwarded to you;

Customer refers to a customer of yours;

Customer Payments refers to amounts payable to you from the Customer by Direct Debit or Online Payment;

Customer Terms means the terms and conditions that your Customers must accept and agree to prior to making a payment to you by utilising the Services (if required by IntegraPay)

DDR means a Direct Debit request in our required or approved format;

Direct Debit means the debiting of Customer Payments from a Customer's account at your direction and authorised by the Customer;

eDDR means an electronic Direct Debit request hosted on our secure PCI DSS servers.

Failed Payment refers to a Customer Direct Debit Amount which has been processed by us but not accepted or authorised by a financial institution, and not received by us;

Failed Transaction means any Direct Debit transaction undertaken by us which ultimately fails before or after it is processed by us for reasons outside of our control, and includes without limitation Chargebacks, Reversals, Failed Payments and disputed payments;

Fees refers to the Fees and Rates payable by you to us as described in the Agreement including in the Application Form, these Terms and Conditions and the Fees Schedule;

Fee Schedule means the schedule (as amended by us from time to time) outlining the general fees and charges as part of the Fees;

Guarantee means the guarantee provided on the Application Form;

Guarantor means the person in the "Directors Details" field in the Application Form;

Initial Term means a term of length specified in the Terms and Conditions and commencing on either:

- the date of the first Direct Debit transaction processed by IntegraPay pursuant to the Agreement; or
- if no such transaction is processed by IntegraPay within 3 months after this Agreement begins, the "Date" as specified on the Application Form or Letter of Offer;

Insolvent means bankrupt, in liquidation, in administration, in receivership, subject to deed of company arrangement, subject to scheme of arrangement or otherwise unable to pay your debts as and when they fall due.

IntegraPay refers to IntegraPay Pty Ltd (ABN: 63 135 196 397, AFSL No. 418105), the provider of the Services described in this PDS. References to "we", "us", "our" and "ours" are usually references to IntegraPay, but not in cases such as "our Agreement" or "we both agree" where the context clearly requires otherwise.

Online DDR means a DDR submitted by you to us via our Online Console;

Party means the Business or IntegraPay and Parties shall mean both the Business and IntegraPay.

PDS means this Product Disclosure Statement of which these terms and conditions form part and which outlines IntegraPay Services.

Reversals refers to Customer Payments from a bank account which have been received by us and forwarded by us to you, but which as subsequently reversed by a financial institution or other third party;

Service Fee means the fees payable by the Business to IntegraPay pursuant to the terms of the Agreement, as disclosed in the PDS or otherwise agreed between the Business and IntegraPay.

Services refer to our Direct Debit Payment System, Payment Gateway, API, Online DDR, eDDR, Hosted Payment Page and Transparent Redirect and Service means any one of them as context requires.

Software Partner means the provider of Business Management Software that is integrated and/or holds an Integrated Partnership Agreement with IntegraPay.

Term means the Initial Term or a renewal of the Initial Term by operation of clause 18, as the case may be;

Termination Date refers to the date of termination or expiry of the Agreement, in accordance with these Terms and Conditions;

You or the **Business** means the holder of the ABN or ACN, the Company, Business or Sole Trader as detailed within the completed and signed IntegraPay Application Form or Letter of Offer;

Schedule A – Fees Schedule

Set out below are the fees and charges payable to IntegraPay in respect to transactions performed and services provided by IntegraPay (unless otherwise agreed).

Realtime Payment Gateway

Establishment Fee	\$ 0.00	Once only per Business entity
Transaction Fee	\$ 0.99	Per transaction
Gateway Access Fee	\$ 0.00	Per month
Refund Fee	\$ 0.99	Per refund

Sub-Merchant Facility

Standard Merchant

Domestic Visa or MasterCard	2.75%	Of total transaction value
Amex	4.40%	Of total transaction value

Supporting Services and Other Fees

Own Merchant Establishment	\$ 0.00	Per merchant
Chargeback (Credit Card)	\$ 33.00	Per successfully returned chargeback

- IntegraPay may waive, vary or reduce the fees and charges in certain circumstances.
- All fees are subject to change at IntegraPay's discretion.
- All fees are in Australian Dollars.
- All fees include GST (as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and all relevant support and legislation and rulings). All fees are subject to change at IntegraPay's discretion.
- *Calculated on the total transaction amount charged.
- + Plus IntegraPay Sub-Merchant Fees (where applicable)