

Medeor Limited Merchant Terms

New Zealand

February 2025

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V3.0	October 2022	Hema Patel	Direct Debit change and credit check fees now removed
V4.0	February 2024	Mark Smith	Amended to align with BNZ PayFac
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MEDEOR MERCHANT TERMS - NEW ZEALAND – FEBRUARY 2025

1. These Terms

- (a) These Terms apply to your use of the Medeor Merchant Services. They are a binding agreement between Medeor Limited (operating a payment service branded as 'Medeor'), Company Number 8293633, (**us, we or our**), and you, (with **you, your** being the Merchant and any individual person or legal entity whose representative clicks the "I Agree to the Terms" checkbox within the Merchant Application). You also agree to be bound by clauses 20 and 21 for the benefit of the Equipment Provider despite that the Equipment Provider is not a party to this agreement.
- (b) By clicking the "I Agree to the Terms" checkbox on the Merchant Application, you agree to be bound by these Terms and any of our policies posted on our website.
- (c) You should review these Terms and our Privacy Policy <https://medeorporments.co.nz/privacy-policy> carefully and cease using Medeor if you do not agree to them.
- (d) To the extent of any inconsistency between these Terms, the terms of a payment facilitator agreement between us and our Payment Facilities Provider, a policy posted on our website, or the requirements set out in the Card Scheme Rules, unless expressly specified otherwise, the inconsistency is to be interpreted as follows:
 - (i) the terms of a payment facilitator agreement between us and our Payment Facilities Provider prevail over the Card Scheme Rules, these Terms and any policies posted on our website;
 - (ii) the Card Scheme Rules prevail over these Terms and any policies posted on our website; and
 - (iii) these Terms prevail over any policies posted on our website.
- (e) Each individual must be 18 years of age or older to access or use Medeor.
- (f) You acknowledge that under the Card Scheme Rules you may be required to execute a tri-partite agreement with us and our Payment Facilities Provider. You agree to promptly execute such agreement if we notify you in writing that this is required.

2. Amendment to Terms or change in Fees

- (a) We may in our sole discretion modify any part of these Terms. We will give you seven days' notice of any change by notifying you at the contact details supplied in the Merchant Application and publishing a notice and the amended Terms on our website. You are responsible for checking our website for changes to these Terms.
- (b) Your continued use of, or access to, Medeor following the effective date of any changes to these Terms constitutes acceptance of those changes.
- (c) We may, at our discretion, vary existing Fees or introduce new Fees relating to the supply of Medeor or the Merchant Services to you at any time either in writing or by notification on our website. Where we change our Fees before the completion of the Term, you are free to end this agreement and your access to Medeor by providing us with a written request to do so within 30 days of receiving notice of the change in Fees from us.

3. Merchant Services

- (a) We provide the Medeor Merchant Services through our Payment Facilities Provider and are authorized to act as the agent for, and act on behalf of, the Payment Facilities Provider in certain circumstances as agreed between us and the Payment Facilities Provider from time to time.
- (b) The Payment Facilities Provider is the acquirer under the Merchant Services and is the only entity approved to extend acceptance of Visa and MasterCard products directly to you.
- (c) You appoint us as your agent and trustee for the purpose of receiving settlement funds from the Payment Facilities Provider and managing the payment of funds or settling Transaction to you. Except where a Card Scheme requires that settlement is required to take place directly to you or your Account, you authorise our Payment Facilities Provider to settle into a trust account nominated by us from time to time.
- (d) The Merchant acknowledges and agrees that the services of:
 - (i) acquiring Transactions, managing payments and fulfilling obligations; and
 - (ii) clearing and settlement with issuers for Transactions for Cardholders, as an 'acquirer' under the Card Scheme Rules,will be provided by the Payment Facilities Provider under the terms of a payment facilitator agreement between us and the Payment Facilities Provider and you appoint us to act as your agent and trustee for these purposes.
- (e) If the payment facilitator agreement between us and the Payment Facilities Provider is terminated for any reason, we will notify you as soon as reasonably practicable of the change in 'acquirer' under the Card Scheme Rules.
- (f) Subject to applicable law, our agreement with our Payment Facilities Provider, and these Terms, we will provide you with the Merchant Services described in the Merchant Application or any other written agreement for specific Merchant Services that you and we enter into from time to time.
- (g) If you have not signed or accepted the Merchant Application, but start using Medeor as described in that Merchant Application, you will be deemed to have accepted that offer and these Terms in full from the date of your first use, and be required to pay any Fees and all other amounts payable in connection with your use of Medeor.
- (h) You acknowledge that:
 - (i) if our Payment Facilities Provider suspends all or part of its services to us for any reason, we accept no liability to you and are not liable, directly or indirectly, for any damage or loss caused or alleged to be caused to you in connection with any such suspension.
 - (ii) in relation to information provided by you to us in connection with your Merchant Application:
 - (A) we may provide that information to the Payment Facilities Provider or its Related Companies;
 - (B) we may rely on such information as being complete, accurate and not misleading or deceptive; and
 - (C) the Payment Facilities Provider is not obliged to verify the completeness or accuracy of the information it receives from us under this clause, and
 - (iii) we may obtain from any Card Scheme or a person who is involved in any Card Scheme, any credit reporting agency or any other person, information about your merchant history or Personal Information about you, a Related Company, your officers, employees or agents for any purpose relating to the operation of those Card Schemes and we can use any such information to assess your Merchant Application;

- (iv) we can disclose information about your merchant history, a data breach and relevant Personal Information in the following circumstances:
 - (A) to any Card Scheme or to any person who is involved in any Card Scheme, information about you for any purpose related to the operation of those schemes, card fraud detection agencies (including information about termination of merchant solutions and reason(s) for termination of merchant solutions;
 - (B) where the law requires or permits us to do so; or
 - (C) where we have reasonable grounds to believe that either you are involved in dishonest or criminal activity, are a victim of such activity, may have information relevant to an inquiry into such activity or have experienced a data breach, to any state or federal law enforcement or regulatory agency whether or not we have been requested by that agency to provide such information.
- (i) If our Payment Facilities Provider or agreed Card Scheme providers prevent us at any time from providing, or instruct us to cease providing, the Merchant Services to you for any reason including by reason of the information you have provided in your Merchant Application, then we will reject your Merchant Application and/or terminate the Merchant Services in accordance with the Termination provisions in clause 29 of these Terms.
- (j) All Transactions will be processed in New Zealand dollars.

4. Fees and Charges

- (a) The supply of Medeor to you incurs fees and charges, detailed within the Merchant Application that you have agreed to, which you agree to pay (Fees).
- (b) In relation to the Fees, you authorise us to settle the Transactions processed by Medeor into your nominated Account less any Transaction related Fees.
- (c) You authorise us to direct debit all other Fees from the Account you nominated within the Merchant Application.
- (d) You must immediately pay on demand from us any balance that remains unpaid because there are not enough funds in your Accounts to pay the amounts due under this clause 4. Interest is payable at the current floating interest rate if the balance remains unpaid for any more than 5 Business Days. Interest is calculated on a daily basis. You will be responsible for any costs of debt collection for amounts that remain unpaid.
- (e) As stated in clause 2, the Fees may be varied from time to time.

5. Your General Obligations

- (a) You must:
 - (i) not change your ownership structure in any way without first notifying us in writing and providing the details of the anticipated change;
 - (ii) not make a change to your principal business activities and the fundamental line of your business or commercial activities without first notifying us in writing, providing the details of the anticipated change and receiving our written notice of 'no current objection' to do so;
 - (iii) operate in an approved merchant category code as may be notified by us from time to time and must not make a change in the types of goods or services that you supply to your customers, patients or clients without first notifying us in writing, providing the details of the anticipated change and receiving our written notice of 'no current objection' to do so;

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- (iv) not carry on business in a place which has not been approved by us acting in our discretion;
 - (v) in all respects, comply with all Card Scheme Rules applicable to you and promptly notify us of any non-compliance with any Card Scheme Rules that is made known to you or that you are otherwise aware of and cooperate with us in all respects if we or our Payment Facilities Provider (as the case may be) are required to investigate any alleged or actual non-compliance by you in respect of those Card Scheme Rules;
 - (vi) immediately (and in any event, no later than 14 days) notify us of:
 - (A) any change to your financial position which will, or is reasonably likely to, affect your ability to perform your obligations under these Terms; and
 - (B) any change in business address or your business name;
 - (vii) unless approved by us, only process Transactions in respect of goods or services located in New Zealand where you are the seller and supplier of those goods and or services;
 - (viii) not knowingly permit any merchant third party to use the Merchant Services or process any Transactions through Medeor on behalf of a merchant third party;
 - (ix) allow our employees, contractors, sub-contractors or agents or those of our Payment Facilities Provider or any Card Scheme, upon reasonable advance notice, reasonable access to your premises during normal business hours to check compliance with our agreement with the Payment Facilities Provider, these Terms or the Card Scheme Rules;
 - (x) provide us with all information and assistance we reasonably require to perform our obligations and to deal with any queries in relation to our provision of the Merchant Services. To this end, you agree to provide us with any additional information that we reasonably request of you as soon as reasonably practicable (and, in any event, within 2 Business Days of our request);
 - (xi) comply with all Relevant Laws and contractual requirements in:
 - (A) carrying on your business;
 - (B) entering into Transactions; and
 - (C) performing your obligations under these Terms;
 - (xii) provide us, on our request (acting reasonably), with written opinions from independent, reputable, and qualified legal counsel confirming that your activities comply fully with all Relevant Laws;
 - (xiii) not do anything by your act or omission that would cause us or our Payment Facilities Provider to breach any law or relevant Card Scheme Rules or Relevant Law; and
 - (xiv) cooperate with us to mitigate the risks of any Invalid Transactions (as described in clause 15) including adopting any reasonable precautionary measures within the timeframes requested by us or any Card Scheme.
- (b) You acknowledge and agree that:
- (i) the Card Scheme has the right to enforce the provision of the Card Scheme Rules against you and to prohibit any conduct that may damage, harm or injure or create a risk of, damage, harm, or injury to the Card Scheme including, but not limited to, damaging the Card Scheme's reputation, adverse effects to the integrity of any of the Card Schemes' systems and release of any Confidential Information of the Card Schemes and you will not take any action that could interfere with the exercise of this right by a Card Scheme; and
 - (ii) the Payment Facilities Provider may reject (without cause or reason) your use, or continued use, of the Merchant Services and we accept no liability to you, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with

any such rejection.

- (c) You must not, if you are a Pharmacist:
 - (i) Accept payment from International Cards for Prescription Medicine or Pharmacy-Only Medicine as a result of an Online Transaction or a MOTO Transaction.
 - (ii) Ship Prescription Medicine, or Pharmacy-Only Medicine overseas as a result of an Online Transaction.

6. Data Security Standards

- (a) You, and to the extent that you use a third party service provider to store, process or transmit Cardholder Data then that third party service provider, must comply with the Data Security Standards.
- (b) If you are categorized as level 1, 2, 3 or 4 for purposes of PCI DSS you must, on an annual basis, provide us with either a copy of your most recent report on compliance (ROC) (where the volume of Transactions processed by you requires that you complete an ROC) or complete a self-assessment questionnaire (SAQ) provided to you by us together with an attestation of compliance and most recent scan report where required for the purposes of PCI DSS. Whether an ROC or an SAQ is required will depend on the number of transactions you process per year and how you process those transactions. Under current PCI DSS standards you are required to perform internal and external network vulnerability scans using an approved scanning vendor at least every three months and after a significant change in network irrespective of your size or the volume of your Transactions. If a ROC or SAQ is not completed, satisfactory confirmation the audit/completion of the SAQ (as the case may be) is underway and/or accompanied by a remediation plan should be provided.
- (c) You acknowledge and agree that:
 - (i) you have processes and procedures in place that meet the Data Security Standards and you follow those processes and procedures;
 - (ii) you will complete any verification documents or questionnaires sent by us to you within 2 weeks confirming, among other things, that you are compliant with the Data Security Standards;
 - (iii) we may be obliged to report data breach events to Card Schemes, law enforcement agencies, New Zealand regulators or commissioners and/or our chosen dispute resolution scheme providers. Where we are obliged to report any data breach events, you irrevocably consent to us releasing details of any such data breach and all other information relating to, or in connection with, that data breach to such law enforcement agencies, the relevant regulator or commissioner, Card Schemes and/or our chosen dispute resolution scheme provider (as the case may be);
 - (iv) you will advise us immediately if you become aware of any data breach, whether suspected, potential, anticipated, attempted or actual, relating to Cardholder Data held by you or on your behalf;
 - (v) if we become aware of, or suspect (acting reasonably), any such data breach, we may, in our sole discretion, appoint an investigator to complete a forensic investigation to identify the source and scope of such data breach;
 - (vi) you will provide to us and our data breach investigators full access to your systems, databases and premises and will make all commercially reasonable efforts to procure full access to any third party systems, databases and premises that you use in the provision of your goods and or services;
 - (vii) you will be liable for all costs incurred by us in relation to such investigation and remediation of any data breach confirmed by us or our investigator; and
 - (viii) where any data breach is confirmed by us or our investigator, then in order to continue processing Card Transactions, you must undergo a full PCI DSS accreditation by an

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approved Qualified Security Assessor. All costs of this accreditation exercise must be paid by you.

- (d) You acknowledge and agree that if you fail to comply with this clause 6, or if there is any data breach relating to Cardholder Data held by you:
- (i) we may terminate the Merchant Services;
 - (ii) you are liable for and agree to indemnify us against any fines, Fees or other costs imposed upon us by the Payment Facilities Provider, Card Schemes or any other person or entity (directly or indirectly) or any other loss, cost, damages or expense incurred by us as a result of such failure or data breach; and
 - (iii) you are liable for and agree to indemnify us against any fines, Fees or other costs which the Payment Facilities Provider, Card Schemes or any other person or entity may levy (including any fines or Fees levied on us) in the event you suffer a data compromise incident, and have not complied with the PCI DSS accreditation pursuant to clause 6(viii).

7. Your Obligations to Cardholders

Subject to the provisions of these Terms, you:

- (a) must accept any valid and acceptable Nominated Card in a Transaction;
- (b) unless agreed by us, must only send us a Transaction when you have provided or are the provider of the goods and services to the customer;
- (c) must not accept a Nominated Card in a Card Transaction for giving a Cardholder cash;
- (d) must perform all obligations (including, without limitation, supplying or agreeing to supply all goods and or services) to the Cardholder in connection with a sale before informing us about the sales Transaction;
- (e) must not sell, purchase, provide or exchange any Cardholder Data to any person other than:
 - (i) us;
 - (ii) the agents you use in your business for a purpose approved in writing by us;
 - (iii) the Card issuer; or
 - (iv) as required by Law;
- (f) must destroy any document or purge any information stored in any electronic program or system that is used to hold Cardholder Data when it is no longer required to be retained, in a manner which makes the Cardholder Data unreadable;
- (g) must take reasonable steps to ensure that Cardholder Data is protected from misuse and loss and from unauthorised access, modification or disclosure;
- (h) must not make any representation in connection with any goods or services which may bind us, the Payment Facilities Provider, our agents or any other service providers or any Card Scheme;
- (i) must not indicate or imply that we, the Payment Facilities Provider or any Card Scheme endorse any goods or services or refer to a Nominated Card in stating eligibility for goods, services or any membership;
- (j) must not accept a Nominated Card or a Transaction which is of a type we have previously advised you is not acceptable to us;
- (k) must provide sufficient training to your employees, contractors and other personnel to ensure you meet your obligations under these Terms. If required by you and on receiving your written request, we will (at your cost) provide the requisite training to you, your employees, contractors and other personnel for the purposes of complying

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with this clause 7;

- (l) must prominently and unequivocally inform the Cardholder of your identity at all points of Cardholder interaction (including without limitation on any relevant website, promotional Material and invoice) so that the Cardholder can readily distinguish you from any supplier of goods or services to you or any other third party;
- (m) must provide notice to any Cardholder with whom you enter into a Transaction that you are responsible for that Transaction, including for any goods and services provided, any payment Transaction, related service inquiries, dispute resolution and performance of the terms and conditions of the Transaction;
- (n) must not distinguish between issuers of a Nominated Card in processing a Transaction;
- (o) must, if we have notified you in writing that you can offer Cardholders an instalment option:
 - (i) disclose to them in writing whether the instalment terms limit the goods or services that the Cardholder may purchase. The disclosure must also include the shipping and handling charges (if applicable) and any applicable tax;
 - (ii) if applicable, inform a Cardholder not billed in the Transaction currency that each instalment amount may vary due to currency conversion rate fluctuations;
 - (iii) subject to clause 13 (Surcharging) ensure that the sum of the instalment Transaction does not exceed the total price of the goods or services;
 - (iv) obtain Authorisation for all Transactions; and
 - (v) not add any finance charges to the instalment Transaction; and
- (p) must not transfer or attempt to transfer financial liability under these Terms by asking or requiring a Cardholder to waive his or her dispute rights.

8. Authorisation and Authentication

- (a) You acknowledge and agree that obtaining Authorisation for a Transaction is not a guarantee of payment. An Authorisation only confirms that at the time the Authorisation was obtained the Card number exists and is valid, has not currently been listed as lost or stolen and has sufficient funds to cover the Transaction. It does not guarantee that the person using the Card is the genuine Cardholder or that they are creditworthy.
- (b) You must, without limitation to the remainder of this clause, comply with any Authorisation Procedures we advise.
- (c) For a Point of Sale Transaction, you must obtain prior Authorisation where:
 - (i) the embossed Account number on the Card is different from the printed Account number;
 - (ii) you would process the Transaction using Manual Equipment, but your Manual Equipment is not working;
 - (iii) you suspect that a signature is forged;
 - (iv) the Nominated Card signature panel is blank; or
 - (v) we have told you not to accept the Nominated Card.
- (d) For an eCommerce Transaction, you must submit the expiry date of the Nominated Card and Card Security Code to us, identify the Transaction as an eCommerce Transaction and seek Authorisation using the applicable Equipment.
- (e) Transactions on contactless Cards are subject to a contactless limit (currently \$200) and may be subject to an accumulated contactless limit allowing a number of low value Transactions to be authorised off-line before the accumulated limit is reached. If

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either of these limits is reached, Transactions on contactless Card Transactions must be authorised with a signature or PIN. You will not be able to override either of these limits.

- (f) You must seek to recover or retain a Nominated Card by reasonable, peaceful means when we request you to do so. You must notify us when you have recovered or retained a Nominated Card and comply with such further instructions we give you.
- (g) You must use reasonable care to detect forged or unauthorised signatures or the unauthorised use or forgery of a Card or PINs.
- (h) You must notify us if you become aware of or suspect fraud on the part of a Cardholder.
- (i) You must not deliberately reduce the value of any one Transaction below your Floor Limit by:
 - (i) splitting a Transaction into two or more Transactions; or
 - (ii) allowing a Cardholder to purchase items separately.
- (j) You must not state or set a minimum or maximum amount for a Card Transaction.
- (k) You must not request a Cardholder to reveal their PIN.
- (l) You must not accept any eCommerce Transaction involving a Card if you are aware that a previous Transaction involving that Card has been fraudulently used or has resulted in a Chargeback.
- (m) You must not facilitate any Transaction that you know, or should have known to be fraudulent or not authorised by a Cardholder or authorised by a Cardholder in collusion with you, your employees, agents or representatives (as the case may be) for a fraudulent purpose.
- (n) You must contact us for instructions if the identification of a Cardholder or the validity of the Nominated Card is uncertain.
- (o) You must implement all measures requested by us to reduce the potential for fraud, or to be Card Scheme compliant, including Authentication Procedures and 2 factor authorisation tools such as 3D secure.

9. Online Authentication

- (a) Where you are using the Merchant Services to operate online, you acknowledge you:
 - (i) have had your payment processing systems approved by us;
 - (ii) maintain and operate the Merchant Software in accordance with all the requirements which we or the Card Schemes have notified to you;
 - (iii) keep any password we give you secure and not disclose it to any third party who has not been authorised by us or you; and comply with all manuals, guides or directions we or the Card Schemes give you from time to time regarding the Authentication Procedures;
 - (iv) unless we agree otherwise, send us an Authentication Request each time a Cardholder wishes to purchase goods or services from you on your website using their Card;
 - (v) carry out any additional Authorisation procedures which arise out of authenticated Transactions and of which we advise you in writing from time to time;
 - (vi) immediately take action to remedy any default or non-compliance with these Terms, the Card Scheme Rules, the Data Security Standards or any Relevant Law of which you become aware and promptly notify us of when you expect to be able to remedy the default or comply, as the case may be; and
 - (vii) we may, at our discretion, require you to support and use online Authentication programmes including Verified by Visa and/or MasterCard SecureCode.

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- (b) You must not:
 - (i) change your payment processing systems or Equipment you use for the purposes of the Authentication Procedures unless we have first approved the proposed change to any of them; or
 - (ii) use or alter any logos, names, trademarks, get ups or holograms for a Card Scheme for or in relation to the Authentication Procedures without our prior written consent.
- (c) If you send us either an Authenticated Transaction or an attempted Authenticated Transaction, which we then authorise and process, we will not charge it back to you on the basis that the Cardholder claims that they were not the person who purchased goods and services from you on your website.
- (d) If you send us either a Non-authenticated Transaction or an Unavailable For Authentication Transaction, we may at our absolute discretion decide to accept the Transaction for processing and, if we do:
 - (i) we will process it as though you were not participating in the Authentication Procedures and the usual Chargeback provisions in clause 16 will apply; and
 - (ii) you acknowledge and agree that we may, but are not obliged to accept any further Non-authenticated Transactions or Unavailable For Authentication Transactions from you for processing.
- (e) You must not accept a Failed Authenticated Transaction for processing.
- (f) You acknowledge and agree that the Authentication Procedures are based on Card Scheme Rules which may vary from time to time.
- (g) You agree to promptly comply with any variations which are initiated by the Card Schemes or are introduced by us and of which you are notified in writing by either us or the Card Schemes.
- (h) Any fines or similar costs imposed on us by a Card Scheme because of your conduct arising out of the Authentication Procedures are payable by you as a fine. You authorise us to direct debit any such fines or similar costs from your nominated Account.
- (i) We are not liable for any loss or damage (including indirect and consequential) you suffer or incur as a result of your participation in the Authentication Procedures, except to the extent your loss or damage was caused by our negligent or fraudulent acts or omissions.
- (j) If you send us either a Non-authenticated Transaction or an Unavailable For Authentication Transaction you do so at your own risk and understand that in doing so we may Chargeback the Transaction to you on the basis that the Cardholder alleges that they did not purchase goods or services from you on your website.
- (k) We may decide to suspend or terminate your participation in the Authentication Procedures at our absolute discretion.
- (l) Once you no longer receive Merchant Services to operate online, you no longer are entitled to participate in the Authentication Procedures and must immediately destroy the password and any other Materials, including without limitation any guides and manuals regarding the Authentication Procedures which we have given you.
- (m) If we decide to suspend or terminate your participation in the Authentication Procedures:
 - (i) we will notify you as soon as practicable of our decision to do so;
 - (ii) while your participation has been suspended or terminated, we will continue to process your Transactions in accordance with these Terms as if you had not participated in the Authentication Procedures. In this case, the usual Chargeback provisions in clause 16 will apply; and

- (iii) that suspension will continue until we notify you of our decision to reinstate your participation.

10. Point of Sale Transactions

When undertaking a Point of Sale Transaction you must:

- (a) enable a Card to be read by the electronic Equipment supplied as part of the Merchant Services by either:
 - (i) contactless reading of the Chip Card;
 - (ii) swiping or inserting it, following any prompts, including those indicating the need for a PIN and/or signature; or
 - (iii) inserting a Chip Card into your terminal if it can read Chip Cards;
- (b) where a signature is required verify that the signature on a Nominated Card matches the signature (if any) on the Voucher or Receipt;
- (c) if the signature panel on a Nominated Card is blank, in addition to obtaining Authorisation for the Transaction, you must ask the Cardholder for additional identification information, but not record it. If you are satisfied that the information you are given is true and correct, you must ask the Cardholder to sign the Nominated Card;
- (d) verify that the Cardholder resembles the person in any photograph intended for identification on the Nominated Card; and
- (e) offer and, unless the Cardholder indicates otherwise, give the Cardholder a copy of the Voucher or Receipt immediately after completing the Transaction.

11. MOTO Transactions

Where you are required to process a MOTO Transaction you must:

- (a) take reasonable steps to verify the identity of the person you are dealing with, in order to confirm that they are the genuine Cardholder, including by observing and implementing the recommendations in any fraud prevention guide we provide you;
- (b) record reasonable identification details of the person you are dealing with, as well as the commencement and expiry dates of the Nominated Card, and verification numbers; and
- (c) process the Transaction using the Equipment or Software supplied.

12. Recurring Transactions

- (a) You may only process a Transaction as a Recurring Transaction if:
 - (i) you have obtained the Cardholder's permission (either over the phone, electronically or in hard copy) to periodically charge for a recurring service;
 - (ii) you retain this permission for the duration of the recurring services and make it available to us on request; and
 - (iii) you provide a simple and accessible online cancellation procedure, if the Cardholder's permission to periodically charge for a recurring service was initially accepted online.
- (b) You must not:
 - (i) include partial payment for goods or services purchased in a single Transaction;
 - (ii) add any additional finance charges on a Recurring Transaction; or
 - (iii) complete a Recurring Transaction if you receive a decline or pickup response, or a

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cancellation notice from the Cardholder.

- (c) Recurring Transactions must occur at fixed, regular intervals.

13. Surcharging

If you charge a Surcharge Fee in relation to a Transaction:

- (a) You must ensure that:
- (i) the Surcharge Fee is clearly disclosed to the Cardholder (10 point Arial font or equivalent) prior to the completion of the Transaction and the Cardholder is given an opportunity to cancel the Transaction;
 - (ii) the Surcharge Fee is included as part of the total amount of the Transaction and not collected separately;
 - (iii) the Surcharge Fee bears a reasonable relationship to your cost of accepting Nominated Cards for payment;
 - (iv) the Surcharge Fee is applied on a flat rate or percentage basis; and
 - (v) you comply with industry-specific or Card Scheme specific requirements as notified by us from time to time.
- (b) Your disclosure to the Cardholder must:
- (i) inform the Cardholder that a Surcharge Fee is applied;
 - (ii) inform the Cardholder of the Surcharge Fee amount or rate; and
 - (iii) not describe the Surcharge Fee as, or inform the Cardholder that the Surcharge Fee is applied by a Card Scheme, us or a third party financial institution.

14. Refunds

You must, unless otherwise consented by us:

- (a) establish a fair policy which is the same for every Card Scheme and which is disclosed to Cardholders at the time of purchase for dealing with refunds and disputes about Transactions;
- (b) control and be responsible for the security of the passwords, access codes, Cards or any other facility provided by us to enable you to process refunds;
- (c) only process a Transaction as a refund if it is a genuine refund to a Cardholder of a valid sales Transaction;
- (d) process refund Transactions to the same Card that was used in the original sales Transaction and for amounts no greater than the original sale amount of the goods or service the subject of the refund;
- (e) not give refunds for Transactions by means of cash or cheque; and
- (f) not process a refund Transaction as a way of transferring funds between your Accounts.

15. Invalid Transactions

- (a) A Transaction is not valid or acceptable (**Invalid**) if:
- (i) it is illegal;
 - (ii) the signature on the Voucher or Receipt is forged;
 - (iii) it is before or after any validity period indicated on the relevant Nominated Card;
 - (iv) we have told you not to accept the Nominated Card;

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- (v) it is not authorised by the Cardholder;
 - (vi) the particulars on the copy of the Voucher or Receipt given to the Cardholder are not identical with the particulars on any other copy;
 - (vii) unless approved by us, another person has provided or is to provide the goods or services, or you arranged for another person to process the Transaction;
 - (viii) the goods or services you are supplying or arranging to be supplied were not actually supplied to the Cardholder;
 - (ix) an intention not to supply the goods or services has been indicated, in either case regardless of whether or not you are responsible for supplying the goods or services;
 - (x) it did not relate to the actual sale of goods or services to a Cardholder;
 - (xi) the goods or services were supplied outside New Zealand without our consent;
 - (xii) it is offered, recorded or billed in a currency other than New Zealand dollars;
 - (xiii) you have not complied with your obligations under these Terms
 - (xiv) the details keyed into Equipment did not have an associated legible Voucher or Receipt as required by these Terms;
 - (xv) it is a Point of Sale Transaction in which the Nominated Card was not presented or signed;
 - (xvi) it is a remote Transaction in which you did not record reasonable identification details for the Cardholder and the expiry date for the Nominated Card and in the case of eCommerce Transactions the Card Security Code (as relevant);
 - (xvii) it is a Card Transaction in which you provide a Cardholder with cash;
 - (xviii) it is a Credit Card Transaction in which:
 - (A) you collected or refinanced an existing debt including, without limitation, the collection of a dishonoured cheque or payment for previous Card charges;
 - (B) it occurs during a period in which your rights under these Terms were suspended under any clause of these Terms or the date of the Transaction was after the date this agreement was terminated; or
 - (C) you cannot give a Receipt as required under these Terms.
- (b) At our election, a Transaction for a sale or refund, is not acceptable if:
- (i) the Cardholder disputes liability for the Transaction for any reason or makes a claim for set-off or a counterclaim; or
 - (ii) we decide, at our discretion, it is not acceptable.
- (c) We may:
- (i) refuse to accept a Transaction if it is not valid or not acceptable;
 - (ii) charge a Transaction that is not valid or not acceptable back to you (including by directly refunding a Transaction to a Cardholder) if we have already processed the Transaction, even if we have given you an Authorisation (either electronically or by telephone);
 - (iii) Chargeback a Transaction to you if that Transaction is charged back to us by the relevant issuing bank, the Payment Facilities Provider or Card Scheme although we have already processed the Transaction, even if we have given you an Authorisation (either electronically or by telephone); or
 - (iv) at any time at our absolute discretion by written notice require you to grant us security to cover your potential liability as assessed by us in relation to Transactions that we may Chargeback to you under clause 16.

16. Chargebacks

- (a) Where we Chargeback a Transaction:
 - (i) we may request that you provide proof of the supply of the relevant goods or services and Authorisation;
 - (ii) you must supply such proof within 5 Business Days;
 - (iii) we will supply the evidence provided by you to the relevant Payment Facilities Provider;
 - (iv) if the proof of supply and Authorisation is not accepted by the Payment Facilities Provider:
 - (A) we will notify you of the failed dispute, and direct debit the payment from your settlement or if insufficient value in that day's settlement we will direct debit your nominated Account within five Business Days; and
 - (B) you will need to recover the payment from the Cardholder via other means; and
 - (v) if the Payment Facilities Provider informs us that it has accepted the proof of supply and Authorisation, we will allow the payment to stand.
- (b) To avoid any doubt, we have no control over, and are not responsible for, any decision or other action of the Payment Facilities Provider, Card Scheme or Card issuer.
- (c) Chargeback can occur up to 6 months from the date of supply. Merchants must keep a record of both proof and Authorisation of supply for up to 6 months from the date of supply.
- (d) If we determine that your Cardholders are regularly disputing that you are entitled to funds, we may (in our sole discretion):
 - (i) require you to rectify the issues causing these disputes; and/or
 - (ii) terminate or suspend your use of the Merchant Service.

17. Adjustments

We may from time to time, in our discretion, debit or credit any adjustments from your settlement account or your nominated Account in respect of:

- (a) payments made due to an error or omission;
- (b) payments that are later declined, dishonoured, Invalid, not acceptable or unauthorised;
- (c) all Chargebacks;
- (d) all taxes, duties and other government charges levied on the service or Equipment supplied;
- (e) all fines, Fees or costs incurred by us (directly or indirectly, including through Payment Facilities Providers, payments processing agents, contractors, debt collectors or Card Schemes) including, without limitation, in relation to:
 - (i) where your conduct results in Transactions that are viewed by a Card Scheme as being illegal or brand damaging;
 - (ii) where your conduct results in an unacceptable rate of Chargebacks as declared by the Card Schemes;
 - (iii) because you failed to comply with the Data Security Standards as required by these Terms; and
 - (iv) all Fees, charges, costs (including legal costs), and expenses of any description incurred by us, whether directly or indirectly, for recovery of outstanding debts owed

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by you to us in connection with these Terms.

18. Settlement of Transactions

- (a) The Merchant acknowledges that it is our obligation to settle Transactions with you, as the Merchant.
- (b) You must nominate a New Zealand bank account for the settlement of the value associated with a Transaction.
- (c) We will pay into your nominated Account (in New Zealand dollars) all valid and acceptable sales Transactions processed by you in a Business Day less any Transaction related Fees, refunds, adjustments or Chargebacks.
- (d) We or our Payment Facilities Provider will direct debit from your nominated Account any refunds, adjustments or Chargebacks if there are insufficient funds in your settlement payment for that Business Day.
- (e) We reserve the right to withhold payment to your nominated Account if we deem, at our sole discretion, that your use of the Merchant Services has been compromised in any way or if:
 - (i) we are aware or have reason to believe that a Transaction is fraudulent or that a counterfeit Nominated Card has been used;
 - (ii) the total number of Transactions or the total dollar amount of Transactions processed in any one day is in our reasonable opinion abnormally excessive; or
 - (iii) the dollar amount (or value in a foreign currency) of an individual Transaction is in our reasonable opinion abnormally high.
- (f) We will give you access to information showing the full amount of all Transactions processed by us, including all associated Fees, refunds, adjustments or Chargebacks.
- (g) You may raise any issue that you have concerning an amount paid, or not paid to you, within three (3) months of the date of payment, or of the date the payment was due. We may charge you a fee for investigating any such issue.

19. Processing and Settlement Times

- (a) Payments are processed 24 hours a day, 7 days a week.
- (b) Payments initiated before 9pm (note this time is approximate only) as standard on a Business Day are settled into your nominated Account the following Business Day. For non-standard merchants, this can time vary by mutual agreement.
- (c) Payments initiated on days that are not Business Days (for example, weekends or public holidays) will be settled on the next Business Day.
- (d) Settled payments (where monies have been transferred from the Cardholder's bank account to the Merchant, excluding fees if any) cannot be stopped or voided. They can only be refunded. Refunds back to Cardholders can take up to 5 days subject to the service levels offered by the Card issuer.

20. Equipment

For Transactions using Equipment, you must:

- (a) comply with the relevant Equipment user guide;
- (b) only use Equipment certified by us or the Switch Provider and that complies with the standards set by the domestic schemes;
- (c) ensure that you use Equipment only as permitted by your agreement with us or your

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- supplier;
- (d) without limiting any other clause of these Terms, allow our employees, contractors, subcontractors or agents to enter your premises as reasonably required by us during normal business hours to:
 - (i) install, inspect, maintain and remove Equipment we own or supply; or
 - (ii) inspect the condition and operation of Equipment owned by others;
 - (e) process all Transactions by reading Card data with the Equipment except where the Equipment cannot read the Nominated Card, in which case the relevant Transaction must be processed as a Manual Transaction;
 - (f) if keying Card details into the Equipment, obtain our prior approval for a Manual PAN facility unless the Transaction is a MOTO Transaction or an eCommerce Transaction, and in all cases you must control and be responsible for the security of such manual key entry; and
 - (g) not deliberately engineer a situation in which a Transaction must be processed through a EOV whether by interfering with the Equipment or otherwise.

21. Equipment Supplied

- (a) Medeor will use reasonable endeavours to procure that the Equipment Provider supplies certain Equipment to you to gain access to the point of sale services provided to you under this agreement.
- (b) You must supply all information reasonably required by the Equipment Provider in relation to your use of any Equipment provided by the Equipment Provider.
- (c) You must have the Equipment that we require from time to time. You may only use Equipment provided by the Equipment Provider or which is otherwise certified by us or the Switch Provider.
- (d) You acknowledge and agree that:
 - (i) you will examine any Equipment delivered to you by the Equipment Provider before accepting it and satisfy yourself as to its condition, quality and suitability for its intended purpose. If you determine (acting reasonably) that the Equipment is damaged, faulty or not suitable for its intended purposes then:
 - (A) you may reject the delivered Equipment as soon as practicable following its examination; and
 - (B) procure that the Equipment Provider, at its option, either repairs or replaces the Equipment that is damaged, faulty or not suitable for its intended purposes;
 - (ii) unless otherwise agreed between us, you will be solely responsible for the installation of the Equipment at your place of business address in accordance any instructions that may be provided to you by the Equipment Provider. If you require any additional assistance from the Equipment Provider in connection with the installation of the Equipment, we may charge you the Equipment Provider's cost on a time and materials basis at the Equipment Provider's then current rates plus our reasonable administration costs;
 - (iii) if the Equipment Provider agrees to install all or part of the Equipment, you will:
 - (A) provide suitable access to your business premises to allow the installation to take place;
 - (B) provide all necessary services and amenities to enable the Equipment Provider, its employees, agents or sub-contractors to undertake the installation; and
 - (C) provide the Equipment Provider, its employees, agents and sub-

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contractors with all such assistance and support as they may reasonably require to enable them to complete the installation of the Equipment;

(iv) you will:

- (A) insure and keep the Equipment insured for its full insurable value (replacement value where this is possible) against loss, fire, accident, theft and damage (including malicious damage), storm and tempest, earthquake and water damage, with a reputable insurer and must not do anything which may prejudice any Equipment insurance;
- (B) ensure that any insurance monies paid out by the insurer with respect to the Equipment must be applied at the Equipment Provider's option either towards the repair or replacement of the Equipment or in reduction of any money owed by you under this agreement;
- (C) promptly notify us and the Equipment Provider if any Equipment is lost, stolen or damaged beyond economic repair;
- (D) be liable for the full replacement cost of any Equipment that is lost, stolen or that has sustained any irreparable non-wear & tear damage that is not covered by your content insurance policy;
- (E) keep the Equipment in good order and repair (fair wear and tear excepted);
- (F) only use the Equipment Provider's software for business purposes in accordance with normal operating procedures as notified by the Equipment Provider;
- (G) not attempt to sell, dispose of, grant a security interest or charge over or otherwise encumber, the Equipment in any way except as contemplated in this agreement;
- (H) not analyse, alter, modify, copy, reverse engineer or make any addition to the Equipment or any of the Equipment Provider's software or alter any identifying markings on the Equipment or permit any other person to do so, without our prior written consent;
- (I) not relocate or remove the Equipment from the business premises where the Equipment was first installed without our prior written consent and if the Equipment is taken, removed, lost or damaged then you must immediately tell us and the Equipment Provider as soon as practicable;
- (J) allow us and/or the Equipment Provider to inspect the Equipment for reasonable purposes at any reasonable time after receiving notice from us and/or the Equipment Provider to do so;
- (K) not use or install the Equipment in any manner that would lead to the Equipment becoming a fixture or an accession to any property that is not Equipment;
- (L) use best endeavours to avoid any damage to or loss of the Equipment; and
- (M) immediately, and at your costs and expense, return any Equipment (in good order and condition, fair wear and tear excepted) supplied to you by us and/or the Equipment Provider at a place and within the timeframe specified by us if this agreement is terminated for any reason;

(v) promptly notify us if you need to return any Equipment and follow the instructions we give you concerning this.

(e) You may use Equipment to accept Nominated Cards only for:

- (i) transmitting Transaction information to us and anyone else approved by us;

- (ii) crediting funds to your nominated Account in payment of goods and services sold to Cardholders;
 - (iii) enabling a Cardholder to debit their account;
 - (iv) crediting funds to a Cardholder's account and debiting your Account if a Cardholder returns merchandise which the Cardholder paid for using a Nominated Card (refunds); or
 - (v) any other purpose approved by us in writing.
- (f) Equipment we lease or deliver to you always remains our property. Any Equipment that is provided to you by the Equipment Provider remains the property of the Equipment Provider. If you neglect, misuse, lose or damage the Equipment, we and/or the Equipment Provider (as the case may be) may charge you the full cost of any necessary repairs or replacements. We may choose whether Equipment should be repaired or replaced. We may reasonably determine the replacement value at our sole discretion.
- (g) You grant a Security Interest in favour of:
- (i) Equipment Provider for each item of Equipment that you lease from, or that is otherwise supplied to you by, the Equipment Provider;
 - (ii) us over each item of Equipment that we lease and/or supply to you,
- including, in each case, all present and after acquired property which is proceeds of such Equipment.
- (h) You acknowledge and agree that these Terms constitute a security agreement for the purposes of the PPSA.
- (i) You agree to do all things we reasonably require (including by providing information, obtaining consents or executing any document) to:
- (i) ensure that each Security Interest:
 - (A) attaches to the relevant Equipment and other secured collateral;
 - (B) is enforceable and otherwise effective and has the priority it is intended to have; and
 - (C) is, and continues to be, perfected in accordance with the PPSA by one or more of registration, possession or control;
 - (ii) enable us or the Equipment Provider (as the case may be) to prepare and register any financing statement or financing change statement or to give any notice in connection with each Security Interest (and you waive your right under section 148 of the PPSA to receive any verification statement in respect of any financing statement or financing change statement relating to each Security Interest); and
 - (iii) enable us to exercise any of our powers in respect of each Security Interest or perform any of our obligations under the PPSA or any other applicable legislation.
- (j) The parties agree that, to the extent permitted by law and in respect of these Terms and each Security Interest, the parties contract out of:
- (i) sections 114(1)(a), 133 and 134 of the PPSA; and
 - (ii) the debtor's rights under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA.
- (k) You agree to:
- (i) give us and the Equipment Provider not less than seven (7) days prior written notice of any proposed change in your name and/or any other change in your details (including but not limited to, changes in your place of business address, mobile number, email address, or business practice);

- (ii) hold the Equipment in such way that it is clearly identifiable as either our property or the property of the Equipment Provider (as the case may be);
- (iii) protect the Equipment from any form of seizure by a third party;
- (iv) protect both our interest, and the interests of the Equipment Provider, in the Equipment at all times; and
- (v) reimburse us for all costs and/or expenses incurred or payable by us in relation to:
 - (A) any Equipment that we deliver to you and/or that may be provided to you by the Equipment Provider; and
 - (B) registering, maintaining or releasing any financing statement in respect of each Security Interest and/or enforcing or attempting to enforce the Security Interest created by these Terms.

22. Contract Privity

You acknowledge and agree that clauses 20 and 21, are inserted for the benefit of, and are intended to be enforceable by, the Equipment Provider. However, no consent of the Equipment Provider is required for any amendment made to this agreement.

23. Software Supplied

Where we supply you Software to undertake Transactions or operate our Merchant Services:

- (a) you must comply with any additional terms and conditions we prescribe from time to time in relation to Software which we supply, or arrange to supply, to you as part of the Merchant Services;
- (b) we will not be responsible in any way for anything which may arise from your use of, or inability to use, Software which we supply, or arrange to supply, to you as part of the Merchant Services; and
- (c) if you use Software which we supply, or arrange to supply, to you as part of the Merchant Services, you must display (on the page of your website used by the Cardholder to communicate payment details) in relation to the Software such as logos which we give you, in the size and location prescribed by us.

24. eCommerce Website requirements

- (a) When operating a website, at your expense, to undertake eCommerce Transactions utilising the Merchant Services supplied by us to you:
 - (i) you must prior to commencing live operation, successfully test all Transaction use cases. We reserve the rights to audit these tests and if they are deemed by us to be unsatisfactory or the eCommerce capability is operating incorrectly then we may request you to fix and re- test all or part of the capability;
 - (ii) you must provide us reasonable access to view, monitor and audit the pages of your website. You also agree that we may, at our discretion, periodically have a Card Scheme endorsed third party review your website to ensure compliance with any Relevant Laws;
 - (iii) you must ensure that your website does not contain any Material in breach of any Relevant Law;
 - (iv) you must ensure that the website domain is registered to your business. If you're unable to register your website to your business, you must provide supporting documentation such as an invoice for the domain/URL in your business name;
 - (v) you agree that we may, using a Card Scheme endorsed and certified third party, periodically perform information security or vulnerability scans on your website and/or

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- servers to ensure that you are complying with the Data Security Standards;
- (vi) you must inform us, within a reasonable time, if you make any substantive changes to your website related to your eCommerce capability. All changes must be thoroughly tested as required under these Terms; and
 - (vii) we may require you to make alterations to your Card acceptance policies and procedures to ensure you remain in compliance with the Card Scheme Rules, including alterations to your website.
- (b) You must, before you accept any eCommerce Transactions over the internet via the Merchant Services supplied by us maintain a website which clearly displays the following information:
- (i) your registered business name and, if different from your registered business name, your trading name (your business/trading name must correspond with the name used on your website and the name that will appear on Cardholder statements and as advised on the Receipt), trading address and contact details, inclusive of email and contact phone or mobile number;
 - (ii) that customers are buying goods or services from a New Zealand based company;
 - (iii) a complete description of the goods and services available for purchase on your website with the price in New Zealand dollars. You may also display the price in a foreign currency;
 - (iv) your purchasing terms and conditions;
 - (v) your policies for privacy, returns, refunds, cancellation and data security;
 - (vi) a capability for customer to confirm acceptance of the terms and conditions upon purchase of goods or services;
 - (vii) details of your delivery times for goods and services. Delivery times must be appropriate for your type of business. If the delivery is to be delayed, the Cardholder must be notified of the delay and an option provided to obtain a refund;
 - (viii) details of any applicable New Zealand legal restrictions relating to the good or services that you are selling;
 - (ix) if you bill a Cardholder on a subscription basis in relation to an eCommerce Transaction, a statement that billing will occur on a regular basis. This must be stated on the page of your website used by the Cardholder to communicate payment details;
 - (x) the choice of payment brands by showing the Nominated Card's brand mark in full colour; and
 - (xi) any other information which we require by notification to you to be displayed from time to time.

25. Receipts

Where you are required to supply a Receipt for a Transaction:

- (a) The information contained on it must be identical with the information on any other copy and must be as per any prescribed format required under the Merchant Services.
- (b) For Point of Sale transactions, Receipts must specifically include the:
 - (i) amount;
 - (ii) date and time (if practicable);
 - (iii) description of any goods or services sold sufficient to identify them;
 - (iv) Card Scheme and whether a debit or credit card;
 - (v) Card number (all but the last four digits suppressed unless on a Voucher);

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- (vi) Cardholder name;
 - (vii) Merchant number;
 - (viii) Transaction Authorisation number (if any);
 - (ix) For Chip Card Transactions, all requirements of the Card Schemes of which we notify you;
 - (x) Surcharge Fee (if any), indicated in the Transaction; and
 - (xi) signature of the Cardholder for a Point of Sale Transaction (unless a PIN is used instead of a signature), such signature having been verified by you with reference to the signature on the Card.
- (c) For eCommerce and Online Transactions, you must include;
- (i) the Merchant's name most recognisable to the Cardholder;
 - (ii) Merchant's location;
 - (iii) customer service contact information;
 - (iv) Transaction amount including applicable taxes;
 - (v) Transaction date;
 - (vi) Transaction type (either purchase or refund);
 - (vii) whether the Transaction is a debit or credit Transaction;
 - (viii) Card network name (Visa or Mastercard);
 - (ix) masked card number (disguised or suppressed on the Receipt, except for the final 4 digits); and
 - (x) Authorisation code.
- (d) For a Point of Sale Transaction, you must offer the Cardholder a copy of the Receipt immediately after completing the Transaction.
- (e) For an eCommerce Transaction, you must offer the Cardholder a copy of the Receipt immediately following completion of the Transaction. The Receipt may be sent by email, text, SMS, facsimile or by Post. If a link to a website is provided, you must provide clear instructions to the Cardholder for accessing the Receipt on the website.
- (f) For a remote Transaction (other than one which is an eCommerce Transaction), you must give the Cardholder a copy of the Voucher or Receipt as soon as is reasonably possible after one is requested by the Cardholder. In addition, you must write 'MO' for a mail order or a facsimile order and 'TO' for a telephone order on the signature line of the Receipt.
- (g) You must not require a Cardholder to sign a Receipt or Voucher until the final Transaction amount is entered on the Receipt or Voucher.
- (h) You must retain for at least thirteen (13) months after a Transaction:
- (i) for a Point of Sale Transaction, the original Receipt; or
 - (ii) for a Remote Transaction, the Receipt and any document which is evidence of the Cardholder's request to you to charge amounts through the Nominated Card.
- (i) You must provide us with the Receipt or any other evidence of the Transaction within five (5) Business Days if we ask for it. If you fail to do so to our satisfaction, we may charge a sales Transaction back to you if the amount cannot be collected from the Cardholder.
- (j) You must allow us to examine your records relating to any Transaction.

26. Informing Us About Transactions

- (a) We have no liability arising from or in relation to any information given to us until we are satisfied that it has been received in accordance with these Terms.
- (b) You must give us information about a Transaction:
 - (i) by entering the Transaction immediately if you are using Equipment, unless EOV applies, in which case details must be entered on the Equipment within five (5) Business Days;
 - (ii) within three (3) Business Days after the Transaction if you used Manual Equipment and a Voucher for the Transaction; or
 - (iii) within the timeframes we specify from time to time in relation to other Transaction methods; or within three (3) Business Days of our request to you if we require any information in respect of an eCommerce Transaction.
- (c) In giving us information on a Transaction or otherwise for the purposes of these Terms, you warrant on an ongoing basis that:
 - (i) all the particulars are true;
 - (ii) the Transaction is valid and acceptable; and
 - (iii) the Cardholder is not disputing the Transaction or making a counterclaim.
- (d) In giving us the information referred to in clause 26(b), you give us an irrevocable order to act in relation to that information in accordance with these Terms.
- (e) You must give us information about a Transaction only in the form and using a method approved by us for your use.
- (f) In addition to any other information you are required to give us about a Transaction, you must separately and uniquely identify any Transaction which we have previously advised you is a high risk Transaction.
- (g) eCommerce Transactions must be separated from MOTO Transactions when submitted to us for processing.
- (h) We are not obliged to process any payment Transaction or procure a Payment Facilities Provider to process any payment Transaction if we or our Payment Facilities Provider requires more information under this clause.

27. Non-Standard Cards

To accept Non-standard Cards, you must contact and establish a separate agreement with the Card issuer. We accept no responsibility for your acceptance of any Non-standard Cards, whether you do so with Equipment supplied by us or otherwise.

28. Promotional Material and Advertising

- (a) We may supply you with promotional Material for the Nominated Cards.
- (b) You consent to us advertising or publishing your acceptance of Nominated Cards to users or potential users of those Cards.
- (c) You must:
 - (i) display promotional Material we supply you prominently at the Point of Sale at each of your business premises and on any website you maintain to indicate you accept Nominated Cards for Transactions;
 - (ii) use advertising and promotional Material for the Nominated Cards or which show a Card Scheme logo or mark only with our consent and in the manner we approve; and
 - (iii) ensure that, unless specified otherwise by us, all Nominated Cards have equal

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representation and promotion by you.

29. Term and Termination

Term

- (a) These Terms commence upon the date that you sign by way of clicking the "I Agree to the Terms" checkbox within the Merchant Application and continue in full force and effect until it is ended or terminated (as the case may be) in accordance with these Terms.
- (b) Unless terminated earlier in accordance with these Terms or as otherwise stated in the Letter of Offer, upon the expiration of the Initial Term, these Terms will automatically continue for further Subsequent Terms, unless you give us at least 30 days written notice before the end of the Initial Term or the then current Subsequent Term (as the case may be) of your intention not to proceed with a Subsequent Term.
- (c) At the end of the Initial Term and any Subsequent Term, we are not obliged to renew these Terms and will provide you with 30 days written notice before the end of the then current Term if this agreement is not automatically renewed.

Ceasing use of products and services

- (d) The licence granted to you pursuant to clause 32(c) in relation to the Merchant Services continues until:
 - (i) you terminate your access to the Merchant Services and/or any individual product or service we provide to you in accordance with clause 29(f);
 - (ii) we terminate your access to the Medeor and/or any individual product or service we provide to you in accordance with clause 29(e) or 29(f); or
 - (iii) we cease to offer the Merchant Services and/or any individual product or service we provide to you (which we may do at any time in our sole discretion, provided that we refund any Fees for the Merchant Services that you have paid in advance).

Ending this agreement – with cause

- (e) We may (without notice and/or justification to you):
 - (i) terminate these Terms or suspend your access to Medeor and/or any individual product or service available via Medeor; and
 - (ii) prevent your further access to Medeor and/or any individual product or service available via Medeor,

if any of the following apply:

- (iii) you breach any provision of these Terms;
- (iv) we become aware you are not complying with the Card Scheme Rules;
- (v) you are an individual and:
 - (A) you become bankrupt or insolvent;
 - (B) you enter into an arrangement or composition with, or assignment for the benefit of, your creditors; or
 - (C) anything analogous or of similar effect to any of the above events occurs under the law of any applicable jurisdiction;
- (i) you are a business and:
 - (A) you become insolvent, or have an administrator or receiver appointed over any of your assets;
 - (B) you go into liquidation;

- (C) you enter into an arrangement or composition with, or assignment for the benefit of, your creditors;
- (D) you cease business; or
- (E) anything analogous or of similar effect to any of the above events occurs under the law of any applicable jurisdiction;
- (ii) our Payment Facilities Provider exercises its right to terminate its payment facilitator agreement with us or otherwise decides to suspend any part or all of its services to us or you pursuant to the terms of its agreement with us;
- (iii) our Payment Facilities Provider exercises its right under its payment facilitator agreement with us or the Card Schemes exercise any right under the Card Scheme Rules to terminate our agreement to provide Merchant Services to you;
- (iv) if the Card Schemes de-registers us, or our Payment Facilities Provider ceases to be a customer of the Card Schemes for any reason or fails to have a valid license with the Card Schemes to use any Marks accepted by you;
- (v) you engage in any activity (with respect to the processing of Transactions or otherwise) which in our reasonable opinion, exposes us or our Payment Facilities Provider to risk or liability and do not cease such activity within 2 Business Days after we give you written notice requiring the activity to cease;
- (vi) we, in our discretion or at the direction of our Payment Facilities Provider or the Card Schemes, deem any of your activities to be fraudulent or otherwise wrongful; or
- (vii) we reasonably determine that this is necessary for the secure and lawful operation of Medeor.

Ending this agreement – without cause

- (f) You may terminate this agreement at any time without cause upon 180 days prior written notice of your intention to terminate this agreement. Unless otherwise agreed in writing, we may terminate this agreement at any time without cause upon 120 days prior written notice to you of our intention to terminate this agreement.

After Termination

- (g) Upon termination of these Terms, you must:
 - (i) cease all use of Medeor;
 - (ii) cease to accept Cardholder payments; and
 - (iii) return to us all Equipment, stationery, guides and Materials supplied as part of the Merchant Service.
- (h) We reserve the right to delete your Account and Your Data.
- (i) Termination or expiry of these Terms does not relieve the parties of any accrued rights or liabilities, including with respect to outstanding or accrued Fees, Chargebacks, refunds or adjustments.
- (j) If you terminate this agreement during its Initial Term, we may at our discretion charge you a fee representing our reasonable estimate of costs and or lost income arising from the early termination. The fee is calculated as \$200 and/or 0.25% of your monthly scheme credit and Debit Card turnover calculated from the averaged turnover from the last 6 months of trade prior to termination. For the purposes of this clause 29(j), you will be taken to have terminated this agreement:
 - (i) when you give us a notice to that effect; or
 - (ii) if we determine at our discretion that the volume of Transactions under this agreement indicates your intention to terminate this agreement.

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- (k) To the full extent permitted by Law, we will not be responsible for any loss, cost, damage or liability that may arise from us exercising our rights under this clause 29.

30. Medeor Drawings

- (a) We will debit all Fees, charges, adjustments, refunds or Card Scheme fines from your nominated Account if these Transactions cannot be recovered from your settlement on that day.
- (b) Bank Account direct debit payments will be processed via the New Zealand Bulk Electronic Clearing System (BECS) by our Payment Facilities Provider. You request and authorise us to direct debit your nominated Account using direct debit user ID 0238248 (processed by Medeor) and direct debit user ID 1219003 (processed by Paymark Limited).
- (c) Drawings under Medeor will occur:
- (i) when you specifically authorise us to debit your nominated Account;
 - (ii) when a payment that has been credited to your nominated Account is subsequently dishonoured, charged back or deemed to be Invalid or unauthorised; or
 - (iii) when you owe us Fees, charges or fines.
- (d) If a drawing falls on a day that is not a Business Day, it will be debited from your nominated Account on the next Business Day.
- (e) If you wish to discuss or dispute the notified changes, contact us via the support functionality on the Medeor "Contact us" page or by contacting:
salesnz@medeorporments.co.nz

We will endeavour to get back to you within 48 hours or as soon as is reasonably practicable.

Your rights

- (f) (**Enquiries**) For payment or drawings specific enquiries you should:
- (i) review your payment details and any payment Transactions via Medeor;
 - (ii) visit the 'Help' section of Medeor; and
 - (iii) contact us via the support functionality on the Medeor 'Help' page, and we will endeavour to reply within 48 hours or as soon as is reasonably practicable. All enquiry communications should include your:
 - (A) business name and corporate entity name;
 - (B) contact details (including your name, mobile and the email you use to log in to Medeor); and
 - (C) reason for the enquiry.
- (g) (**Disputes**) If you believe that a drawing has been initiated incorrectly, you should:
- (i) in the first instance, contact us via the support functionality on the Medeor 'Help' page, and we will endeavour to reply to your enquiry within 48 hours or as soon as is reasonably practicable;
 - (ii) if you do not receive a satisfactory response from us within 14 days, contact the organisation that issued your nominated Account (as applicable) who will respond to your claim;
 - (iii) within five Business Days (for claims lodged within 12 months of the disputed drawing); and
 - (iv) within 30 Business Days (for claims lodged more than 12 months after the disputed drawing),

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and if, after following this procedure, we cannot substantiate the reason for the drawing, you will receive a refund of the drawing amount.

Note: Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them.

Your obligations

- (h) It is your responsibility to ensure that:
 - (i) your nominated Account can accept these payments (your financial institution can confirm this);
 - (ii) on the drawing date, there is sufficient cleared funds in the nominated Account; and
 - (iii) you advise us if the nominated Account is transferred or closed.
- (i) If your drawing is dishonoured by your financial institution then:
 - (i) you may be charged a fee and/or interest by your financial institution;
 - (ii) we will contact you informing you of the decline; and
 - (iii) you may be charged a debt recovery fee and/or interest by us.

31. Privacy

Use of Personal Information

- (a) We will handle all Personal Information in accordance with the Privacy Policy and Privacy Laws applicable to that Personal Information.
- (b) Where you make your Personal Information available to us for the purposes of a Merchant Application or by using Medeor, you consent to the collection, use, storage and disclosure of that information (including, without limitation, to our Payment Facilities Provider, the Equipment Provider and/or any of or third party software providers) as described in these Terms, the Privacy Policy and any other policy posted on the Medtech Global website. We will use Personal Information to the extent required to provide our products and services as described in these Terms, the Privacy Policy and any other policy on our website.
- (c) Where you make Personal Information available to us by using Medeor, you must procure from each of those persons their consent to the collection, use, storage and disclosure of their Personal Information as described in these Terms, the Privacy Policy and any other policy posted on our website.
- (d) You authorise us to disclose any information provided by you to us in accordance with the requirements of any Relevant Law, government agency, any Card Scheme, Card Scheme Rules, our Payment Facilities Provider, the Equipment Provider, any of our third party software providers and/or any other third parties to the extent required to provide our products and services as described in these Terms. To avoid doubt, we will not disclose any Personal Information to third parties except to the extent required to provide our products and services as described in these Terms (for example, to service providers who are contracted by us to support our functions).
- (e) You warrant that:
 - (i) any Personal Information was lawfully collected and made available to us (and other third parties as contemplated by these Terms);
 - (ii) you have complied and will comply with the Privacy Law (whether or not actually bound by that Act) in relation to that Personal Information including by:
 - (A) obtaining and maintaining any necessary consents from the individuals to whom the Personal Information relates;
 - (B) providing necessary notifications to the relevant individual that his or her

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Personal Information will be disclosed to us; and

- (C) directing the relevant individuals to the Privacy Policy.

Privacy collection notice

- (f) We collect and use your Personal Information to make Medeor available to you, to respond to your enquiries, to receive your feedback, to ensure we can contact you regarding your use of Medeor, for our business operations and to comply with the Law. We may also use information regarding your use of Medeor for data analytics purposes (that is, to create and distribute to third parties aggregated, anonymised data products). Where you have opted in to receiving marketing Materials from us, we also use your Personal Information to provide you with offers for products and services from us or our partners.
- (g) The Privacy Policy tells you how we usually collect, use and disclose your Personal Information and how you can ask for access to it, seek correction of it or have it deleted. The Privacy Policy also contains information about how you can make a complaint and how we will deal with such a complaint. If you would like further information about our privacy policies or practices, please contact us using the contact details contained in the Privacy Policy.

32. Intellectual Property Rights

Your Data and Our Data

- (a) We facilitate the sharing of information in a number of ways, including as follows:
- (i) we make Medeor available to you; and
 - (ii) you share Your Data with us to allow us to provide you the Merchant Services.
- (b) The ownership of Intellectual Property Rights is as follows:
- (i) you own (or license from third parties) all Intellectual Property Rights in any Material you provide to us (to the extent any Intellectual Property Rights subsist in such Material);
 - (ii) we own (or license from third parties) all Intellectual Property Rights in Medeor, the Merchant Services and Our Data; and
 - (iii) the Card Schemes are the sole and exclusive owners of the Marks. You agree that you will not contest the ownership of the Marks and acknowledge that the Card Schemes may, at any time without notice, prohibit you from using any of the Marks for any reason.
- (c) You grant us a royalty free licence to use any Material you provide to us.
- (d) Provided you have paid any Fees that are due, we grant you, for the Term, a non-exclusive, non-transferable, non-sub-licensable licence to use and access (and permit your Delegates to use and access on your behalf) Medeor (in relation to the particular products and services that you have subscribed to) in accordance with these Terms and solely for the Permitted Purposes. If you wish to use Medeor for any purpose other than a Permitted Purpose, you will seek our prior written consent. If such consent is granted, you may be required to enter into a separate agreement with us.
- (e) All other use, reproduction or redistribution of Medeor or any part of it is prohibited (except to the extent permitted by Law) and may result in civil and criminal penalties.
- (f) To the maximum extent permitted by Law, including relevant New Zealand consumer law, you agree that:
- (i) we make no warranties or representations (including as to non-infringement) regarding any Material we generate and provide to you, and any Intellectual Property Rights therein; and
 - (ii) you will not bring any claims against us in connection with any other user's data

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and any Intellectual Property Rights therein.

33. Conditions of Use

You agree:

- (a) To use Medeor in a manner that complies with all applicable Laws and is courteous to other users at all times.
- (b) Not to copy, modify, merge, alter, adapt, translate, de-compile, disassemble or reverse-engineer any aspect of Medeor or to otherwise attempt to derive the source code relating to any aspect of Medeor, or to merge any software or any part of any software with any aspect of Medeor unless expressly permitted by these Terms or with our prior written consent.
- (c) Not to interfere in any manner with Medeor or its source code or any work product of Medeor (except as permitted by these Terms).
- (d) Not in any circumstances to sell or license, offer for sale or license, dispose of, pledge, encumber, underlet, lend or part with possession of its access credentials to Medeor, nor to allow any person to use or have the benefit of Medeor or any part or parts of the software, other than as permitted by these Terms.
- (e) Not to remove, modify or obscure any copyright, trade mark, service mark, tagline or other notices that appear during use of Medeor.
- (f) Not to use any data mining, gathering or extraction tools (excluding tools we provide for your use).
- (g) Not to access or use Medeor, or post, provide or transmit data in any way that:
 - (i) violates or infringes the rights of others including, without limitation, Intellectual Property Rights;
 - (ii) is unlawful, offensive, indecent, objectionable, harassing, threatening, abusive, defamatory, fraudulent, tortious, or invasive of another's privacy;
 - (iii) impersonates any person, business or entity, including us or our affiliates, employees and agents;
 - (iv) misrepresents your authority to act (including, without limitation, in relation to making or receiving payments using Medeor);
 - (v) includes personal or identifying information about another person without that person's consent to the use and handling of that person's information as contemplated by these Terms and as set out in our Privacy Policy and any other policy posted on our website;
 - (vi) is false, misleading, or deceptive;
 - (vii) violates these Terms or any policy posted on our website;
 - (viii) contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications Equipment, or otherwise permit the unauthorised use of a computer or computer network;
 - (ix) interferes with the use of Medeor by other users (or potential users) of Medeor;
 - (x) could damage, disable or impair the servers or networks used by us in providing Medeor or other users of the Merchant Services; or
 - (xi) advertises products or service.

34. Security of Access Credentials

- (a) When you are approved to use Medeor, we will provide you with a user name and password. You are responsible for keeping this user name and password secure. You must immediately notify us, by messaging us via the 'Support' functionality on the Medeor 'Help' page, of any suspected or actual unauthorised use of your user name or password (including if you believe someone has or may schedule payments without your permission or if you believe your password has been lost or stolen).
- (b) You must not permit any third party to use your access credentials to log in to Medeor. To avoid any doubt, this does not prevent you from allowing your Delegates to use Medeor on your behalf (but such Delegates must use their own personal user name and password).
- (c) We and our Related Companies, contractors, suppliers and licensors will not be liable in relation to:
 - (i) any acts or omissions made by or on behalf of you; or
 - (ii) any unauthorised use of your account, including in respect of any resulting damages of any kind.
- (d) We will use reasonable endeavours to implement industry standard safeguards with respect to Medeor, however security is a joint responsibility and you are solely responsible for:
 - (i) maintaining the security of your ICT environment and your user name and password; and
 - (ii) all activities that occur under your Account (whether or not authorised by you).

35. Updates and Enhancements

We may (but are not required to):

- (a) Provide standard or progressive updates, changes or amendments to Medeor and the Merchant Services as we see fit to ensure proper operation and interaction of all parts of Medeor and the Merchant Services and any general enhancements that may be introduced; or
- (b) Offer new products, services and/or features for Medeor as part of the Merchant Services (which may incur a different set of Fees), which will be subject to these Terms.

36. Third Party Software and Content

- (a) Your use of Medeor may or may not require the installation of third party software or products. You agree that:
 - (i) this is entirely your responsibility; and
 - (ii) we are not responsible in any way to make recommendations in that regard nor to supply or install such software or products.
- (b) Third party content (including links to third party websites) may be accessible via Medeor. You acknowledge that we have no control over any such third party content, and are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on such third party applications and content.

37. Warranties and Disclaimers

- (a) To the maximum extent permitted by Law, including relevant New Zealand consumer Law, Medeor, the Merchant Services and any Equipment leased and/or provided to you is made available or leased and/or provided to you “as is” and we make no warranties or representations about Medeor, the Merchant Services or such Equipment, including but not limited to warranties or representations that:
- (i) Medeor or the Merchant Services will be complete, accurate or up-to-date, that access to Medeor will be uninterrupted or error-free or free from viruses, that data will be accessible or backed-up, or that Medeor will be secure; and
 - (ii) such Equipment will meet your requirements or be free of defects in design, Materials or workmanship or will comply with any applicable manufacturer’s or software developer’s specifications,
- and all implied terms, conditions, warranties and any other additional obligations are excluded from these Terms, to the maximum extent permitted by Law.
- (b) For the avoidance of doubt, the parties agree to contract out of the Consumer Guarantees Act 1993 (the CGA) and the Fair Trading Act 1986 (the FTA) to the extent permitted by the CGA and the FTA (including the statutory guarantees and implied terms, covenants and conditions contained in the CGA and sections 9, 12A and 13 of the FTA). Additionally, the parties acknowledge that they are both in trade and that the Merchant Services are provided to you by us for business purposes.
- (c) We reserve the right to restrict, suspend or terminate, without notice, your access to Medeor at any time where we determine, in our sole discretion, that this is necessary for purposes related to the efficient, proper and lawful operation of Medeor. We will not be responsible for any loss, cost, damage or liability that may arise as a result.
- (d) We will use commercially reasonable efforts to make Medeor available, subject to the need to conduct scheduled and emergency maintenance from time to time.
- (e) We cannot and do not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through, or stored in or via Medeor. You acknowledge that despite our commercially reasonable efforts to secure and store safely all Your Data on Medeor:
- (i) we cannot guarantee that third parties will not succeed in penetrating its systems by nefarious actions; and
 - (ii) Medeor is not intended to be a data back-up or recovery service, and we make no assurances that data will be retained or not be lost.
- (f) We give no representation or warranties in relation to the services provided by our Payments Facilities Provider and cannot guarantee and do not promise any specific results from the use of Medeor. The reports and other information made available to you via Medeor should be treated as general indicative information only and should not be relied upon by you. To the extent permitted by Law, including relevant New Zealand consumer Law, we make no warranty regarding such reports and information.

38. Indemnity and Liability

- (a) You will defend, indemnify and hold us (and our Related Companies) harmless from and against any and all claims, suits, losses, damages, liabilities, costs and expenses brought by third parties (including our Payment Facilities Provider and/or the Equipment Provider) resulting from or relating to:
- (i) Fees, charges, adjustments, refunds or Card Scheme fines and any other amount payable by you under these Terms that are not capable of being recovered under these Terms including clause 30;

- (ii) your breach of these Terms or any representation or warranty given to us (including through your Delegate);
 - (iii) any act or omission by you in connection with your use of Medeor;
 - (iv) any claim that Your Data, as provided by or on behalf of you, infringes or misappropriates the rights (including Intellectual Property Rights) of any third party; or
 - (v) any claim brought by a third party resulting from or relating to your use of Medeor including in connection with any breach or potential breach of Data Security Standards or any other data breach or potential data breach.
- (b) To the maximum extent permitted by Law, including relevant New Zealand Consumer Law:
- (i) we shall not be liable under any circumstance for any direct or indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of Medeor or as a result of the inaccessibility of Medeor and/or the fact that certain information or Materials contained on it are incorrect, incomplete or not up-to-date; and
 - (ii) our maximum liability arising out of or in connection with these Terms providing the Merchant Services to you, whether in contract, tort, breach of warranty or otherwise, will not exceed NZ\$100.

39. Resolving disputes

- (a) We do not control users of Medeor and are not liable for their acts, omissions, opinions or behaviour (including any information, advice, defamatory statements or offensive conduct).
- (b) We do not control the interactions that may take place between users via Medeor. For example, we have no control over any dealings between you and your customers either Online or at Point of Sale.
- (c) We reserve the right, but have no obligation, to become involved in or monitor disputes between you and other users of Medeor.
- (d) If you have a complaint about any services that we offer you under these Terms, please contact anyone of our frontline staff to allow us to deal with that complaint in accordance with our complaints and dispute policy.

40. GST

- (a) To the extent that any supply by us to you under or in connection with these Terms constitutes a taxable supply, any consideration payable by you to us will be increased by the applicable amount of GST (GST Amount), which shall be calculated by multiplying the amount upon which GST is payable by the prevailing rate of GST. This clause 40 does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive.
- (b) We must provide to you, if requested, a valid tax invoice at or prior to the time of payment of any GST Amount.
- (c) To the extent that any adjustment occurs in relation to a taxable supply, we must issue an adjustment note to you within 28 days of becoming aware of the adjustment and any payment necessary to give effect to such adjustment must be made within seven days after the date of receipt of the adjustment note.

41. Survival of provisions

On termination or expiry of these Terms, rights and obligations which are intended to survive, or by their nature survive, termination will continue in full force and effect notwithstanding such termination or expiry.

42. Severability

Any provision of these Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms nor affect the validity or enforceability of that provision in any other jurisdiction.

43. No waiver

A failure to exercise or a delay in exercising any right, power or remedy under these Terms does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

44. Entire agreement

These Terms, together with the Merchant Application, your Letter of Offer, and any tri-partite Merchant agreement entered into between, you, us, and our Payment Facilities Provider, contain the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. Neither party has relied on or is relying on any other Conduct in entering into these Terms and completing the Transactions contemplated by it. We may modify or amend these Terms at any time in accordance with clause 2(a).

45. Force Majeure Event

- (a) Subject to clause 45(c), if a party is wholly or partially prevented or hindered from complying with its obligations under these Terms by a Force Majeure Event affecting that party, then that party's obligation to perform such obligations in accordance with these Terms will be suspended to the extent it is prevented or hindered from doing so by the Force Majeure Event.
- (b) As soon as possible after a Force Majeure Event arises, the party affected by it must notify the other party of the Force Majeure Event and the extent to which the notifying party is unable to perform its obligations under these Terms, as far as it is able to ascertain at that time.
- (c) Nothing in this clause 45 excuses or affects a party's obligation to pay any monies due to the other party.

46. Assignment

You may not assign or novate these Terms or otherwise transfer or deal with the benefit of these Terms or an obligation, right or remedy under it, without our prior written consent. We may assign or novate these Terms or otherwise transfer or deal with the benefit of these Terms or an obligation, right or remedy under it, to any person who in our reasonable opinion has the skills, expertise, and financial and technical capability to perform the relevant obligations.

47. Further assurances

Each party must, at its own cost, do all things reasonably necessary to give full effect to these Terms and the transactions contemplated by these Terms.

48. Jurisdiction and governing law

These Terms and your use of Medeor are governed by the Laws of New Zealand, and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

49. Interpretation

In these terms, headings and bold terms are for convenience only and do not affect the interpretation of these Terms and, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to:
 - (iii) a clause is to a clause of these Terms;
 - (iv) a document or instrument (however described) includes the document or instrument as novated, altered, supplemented or replaced from time to time and in any form, whether in paper or electronic form;
 - (v) obligations in these Terms which require payment of money will be a reference to, or deemed to be an obligation requiring, payment of money in immediately available cleared funds or in any other form that the parties agree in writing;
 - (vi) time is to New Zealand time;
 - (vii) a party is to a party to these Terms, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
 - (viii) a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
 - (ix) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, reenactments or replacements of any of them;
 - (x) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
 - (xi) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these Terms or any part of it; and
 - (xii) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed, or the event must occur on or by the next Business Day.

50. Defined terms

Account means a Credit Card, Debit Card or bank account as nominated by a Merchant in the Merchant Application or when signing up to Medeor.

Attempted Authenticated Transaction means a Card Transaction which you tried to authenticate using the Authentication Procedures, but were unable to do so because at the time you tried, either:

- (a) the Card issuer was not registered with the Card Schemes to participate in the

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Authentication procedures;

- (b) the Cardholder was not registered with the issuer to participate in the Authentication Procedures;
- (c) the Card issuer chose to bypass Authentication.

Authenticated Transaction means a Card Transaction that has been authenticated using the Authentication Procedures.

Authentication means the process whereby the identity of a Cardholder is authenticated using Authentication Procedures such as the 3D Secure protocol; branded as Verified by Visa and MasterCard SecureCode. 'Authenticate', 'authenticated' and 'authenticating' have similar meanings.

Authentication Procedures means the procedures and requirements identified by us as being those to be followed and satisfied (respectively) when authenticating the identity of a Cardholder who wishes to use their Card to purchase goods or services from you over the internet.

Authentication Request means a request to authenticate a proposed sales Transaction using the Authentication Procedures.

Authorisation means, in respect of a Transaction, our confirmation that, at the time at which confirmation is given, the Card number exists and is valid, the Card has not been reported lost or stolen or blocked for use, and that funds will be made available to cover that Transaction.

Bill Payment means a Card Transaction undertaken for the payment of an invoice or a bill for goods or services already supplied.

Business Day means a day on which trading banks are open for general banking business in New Zealand except for Saturdays, Sundays and national public holidays.

Business Systems means those system you use to operate your business. Often called Practice Management Systems or PMS.

Card means a physical or virtual credit, debit or pre-paid card (as applicable) issued by a Card Scheme member.

Card Scheme means Visa, MasterCard, the Domestic Debit Scheme or any other Card Scheme with whose Card Scheme Rules we are obliged to comply with (i.e. Visa, Mastercard, EFTPOS, and any other card scheme providers as agreed to by us from time to time).

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

Card Security Code means the 3 or 4-character code on the signature panel of a Card.

Cardholder means the person in whose name a Nominated Card has been issued.

Cardholder Data means any information, document or an Account number relating to a Cardholder, a Cardholder's Nominated Card number or a Transaction created using the cardholder data.

Chargeback means the reversal, at the request of the Cardholder, Card issuer or Payment Facilities Provider of a disputed Card sales Transaction made to you.

Chip Card means a Nominated Card containing a computer chip that adheres to Chip Security Standards.

Chip Security Standards means the security standards mandated from time to time by Card Schemes.

Commercial Card means a Card which the Card Schemes recognise as being issued for predominantly business or commercial purposes.

Confidential Information means all information and Material we disclose to you (whether orally, in writing or in any other form) that we designate as confidential or impart to you in circumstances of confidence, under or in connection with this agreement. Confidential Information includes any information relating to our business systems, operations, know-how, customers, employees, referrals, technology, properties, assets or affairs of us or those of our related companies. It also includes all copies, notes and records and all related information based on, or arising out of, any disclosure by us of such information or material. Confidential Information does not include information or Material that is:

- (a) in the public domain (other than as a result of breach of this agreement);
- (b) independently developed, discovered or known by you; or
- (c) lawfully obtained from a third party that has no duty or obligation of confidentiality with respect to such information.

Credit Card means a card that is recognised as a “credit card” by the Card Schemes and which allows the Cardholder to purchase goods and services by credit.

Credit Card Transaction means a Transaction undertaken by Credit Card issued by a Card Scheme where the Cardholder’s credit Account is debited.

Data Security Standards means the data security standards mandated by the Card Schemes for the protection of Cardholder details and Transaction information (including the Payment Card Industry Data Security Standards (**‘PCI-DSS’**), issued by the Payment Card Industry Security Standards Council, as amended from time to time), and any additional standards which we may advise you of from time to time.

PCI-DSS provides a set of comprehensive requirements for enhancing payment account data security and forms industry best practice for any entity that stores, processes and/or transmits Cardholder Data. PCI-DSS requirements apply to all merchants that store, process or transmit Cardholder Data, and apply to all system components included in, or connected to, the Cardholder Data environment. PCI-DSS sets forth 12 high-level standards to ensure that payment businesses maintain the confidentiality and integrity of sensitive account and transaction data. The standards cover the entire Transaction cycle, focusing on key areas such as access control, authentication, firewalls, virus protection, patch management, data disposal, encryption and physical security.

Debit Card means a debit card issued by a bank (or designated as a debit card by one of the Card Schemes) which is linked to a bank account that may be used to withdraw cash from an ATM or to pay for goods or services via the Merchant Services facility. It does not include Credit Cards.

Delegate means an individual person who (although using his or her own personal access credentials) interacts with us or Medeor on behalf of, and as agent for you.

Directory Server means a computer server which is used by a Card Scheme to route an Authentication Request from you to a Card issuer.

Domestic Debit Scheme means the interbank proprietary debit scheme governed by Payments NZ Limited Rules and Standards.

Drawings has the meaning given to it in clause 30(a).

eCommerce Transaction means a purchase Transaction between you and a Cardholder over the internet for goods and services in advance of delivery.

EOV means ‘electronic offline Voucher’ which is a process in which details of a Transaction are read and stored by Equipment, but are processed later than would be the case if the Equipment were functioning normally and regardless of whether this occurs accidentally or because of a deliberate act or omission. These Transactions are limited to \$300 per transaction, up to \$5,000 per day, per terminal and 200 Transactions per day, per terminal, and is subject to change.

Equipment means any hardware or Software designed to be used to transmit, record and or process information about Transactions and, as the context requires, includes the terminal equipment to be provided by the Equipment Provider.

Equipment Provider means Smartpay Limited (NZBN: 9429032012644) or any other person or entity that we approve of in writing for the purposes of leasing or supplying Equipment to you.

Floor Limit means the applicable dollar amount known as a 'Floor Limit' for Manual Transactions, notified by us to you from time to time.

Fees has the meaning given in clause 4.

Force Majeure Event means anything outside a party's reasonable control including, without limitation, fire, flood, drought, storm, lightning, acts of God, earthquakes, peril of sea or air, malicious damage, revolution, explosion, sabotage, accident, embargo, epidemic, pandemic, labour dispute or shortage, any computer or other technology malfunction, civil commotion, act of war and war, terrorism, any natural disasters and any change in any Relevant Laws or the application of any Relevant Laws.

GST means a goods and services tax or any similar tax imposed in New Zealand.

ICT means Information and Communications Technology.

Letter of Offer means the letter of offer or letter of acceptance (as the case may be) we give you in connection with the Merchant Services the subject of this agreement.

Initial Term means the period of 3 years commencing on the date you signed the Merchant Application.

Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semiconductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know how or other proprietary rights (whether or not any of these are registered and including any application, or right to apply, for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which subsist or may hereafter subsist anywhere in the world.

International Cards means a card issued by an overseas bank, outside of New Zealand.

Invalid has the meaning given to that term in clause 15.

Laws means any applicable law, statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, whether made by a national or a local government, and includes common law and the principles of equity as applicable from time to time, and any applicable legally binding industry codes of conduct.

Manual Equipment means any Equipment which is used to record a Manual Transaction.

Manual Transaction means a Transaction, details of which are recorded on a Voucher.

Manual PAN refers to Manual Primary Account Number entry, which allows manual entry of Credit Card details into Equipment.

Marks has the meaning given to it in the Card Scheme Rules.

Materials means any writing, drawing, sculpture, model, photographic product, computer program, table, compilation, literary work, artistic work, sound recording, cinematographic film, two or three dimensional representation or any electronic, magnetic, electromagnetic or optical form of storage from which sounds or information may be reproduced.

Medeor means the system branded 'Medeor' through which Merchant Services are supplied by us (including through our Payment Facilities Provider) to you and is operated standalone or integrated to your Business Systems.

Merchant means an individual or other entity with legal personality that has an agreement with us to use Medeor to process Card Transactions.

Merchant Application means an application for Merchant Services detailing the product, Fees and terms of the Merchant Services which is accepted by you through clicking the "I Agree to the Terms" checkbox within the Merchant Application. The Merchant Application will request the supply of personal and business details. These details will be assessed and checked against various credit and verification databases before the Merchant Application is approved.

Merchant Services means the services supplied by us (including through our Payments Facilities Provider and the Equipment Provider) which allows you to process a Manual Transaction, Point of Sale Transaction, eCommerce Transaction or Online Transaction, and have the value of these Transactions credited to a nominated Account via Medeor.

Merchant Software means the software which either we or the Card Schemes have told you is required if you wish to participate in the Authentication Procedures.

MOTO Transaction means a Card Transaction involving an order for goods or services received by you by mail, facsimile, telephone or email. Also known as Mail Order Telephone Order.

Nominated Card means a type of Credit Card or Debit Card which can be authorised and settled by us.

Non-authenticated Transaction means a Card Transaction that has not been authenticated.

Non-standard Card means a type of Card which is not a Nominated Card where we may process the payment but not settle or decline as "Card not supported".

Online Transaction means a Transaction where the internet is used as the means of processing a payment where the goods or services are paid for in advance of delivery (eCommerce) or the payment of an invoice for goods or services already supplied (Bill Payment).

Our Data means any new data created by us (including by conducting analytics on or aggregating or collating Your Data and other information), including ratings we generate in relation to you and other Medeor users.

PAN means Primary Account Number, the numbers embossed on the front of your Nominated Card.

Payment Facilities Provider means Bank of New Zealand (Company Number 428849) or such other organisation that supplies to us from time to time the underlying payment processing services we have branded as 'Medeor'. Bank of New Zealand mailing address is, Level 6, 80 Queen Street, Auckland, New Zealand and its phone number is 0800 275 269.

Permitted Purpose means the use of the Medeor to facilitate the acceptance of card based payments from your customers for the provision of your goods and services.

Personal Information means information about an identifiable individual.

PIN means the personal identification number allocated by a Card issuer or personally selected by a Cardholder.

Point of Sale Transaction means a Transaction where the Card, Cardholder (or a person authorised by the Cardholder), and you are all physically present at the time of the Transaction.

PPSA means the Personal Property Securities Act 1999.

Prescription Medicine means a medicine that is sold, supplied and administered under a prescription given by an authorized prescriber, as per the New Zealand Medicines Act 1981.

Pharmacist means a business that is registered to supply Pharmacy-Only Medicine.

Pharmacy-Only Medicine means a medicine declared by the New Zealand Medicines Act 1981, to be limited for sale by registered pharmacists only.

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

Privacy Policy means the privacy policy available at <https://medeorporments.co.nz/privacy-policy>

Receipt means a document used to evidence a Card Transaction.

Recurring Transaction means multiple Transactions processed at predetermined intervals, not to exceed one year between Transactions, representing an agreement between a Cardholder and a Merchant to purchase goods or services over a period of time.

Related Company has the meaning given to that term in section 2(3) of the *Companies Act 1993* amended such that the term "Company" where used in that section includes any corporate entity notwithstanding the jurisdiction of incorporation and **Related Companies** means any number of such companies.

Relevant Law means any:

- (a) statute, ordinance, code or other law including regulations and other instruments under them;
- (b) any code of practice, guidelines or standards issued by relevant regulators or industry bodies, whether or not having the force of law;
- (c) any Card Scheme Rules applicable to Confidential Information, the provision of the Merchant Services and any other obligations to be performed under this agreement; and
- (d) the Data Security Standards.

Security Interest has the meaning given to that term in the PPSA.

Software means that application, technology or website we provide to you that allows you to undertake Transactions or manage the Merchant Service provided.

Subsequent Term means successive periods of 12-months each.

Surcharge Fee means a fee applied to a Card Transaction by you for the acceptance of Card payments that is not applied to Transactions paid for by other payment mechanisms.

Switch Provider means any switch providers as we may, from time to time, have a contractual relationship with.

Term means the Initial Term and any Subsequent Term, unless terminated earlier in accordance with these Terms.

Terms means the medeor merchant terms set out in this document including the Schedules to this document, as modified or amended from time to time.

Transaction means a sale, refund, void and/or reversal transaction, in the form of a Manual Transaction, Online Transaction or Point of Sale Transaction and whether attempted or successful.

Unavailable For Authentication Transaction means a Card Transaction which you have tried to authenticate using the Authentication Procedures, but were unable to do so because at the time you tried:

- (a) the Directory Server, your computer systems, our computer systems, our payments processing agent's or contractor's computer systems or a combination of any of them was unavailable; or
- (b) you sent us an Authentication Request for a Transaction involving a Card that is excluded from participation, for example anonymous non-reloadable gift Cards and Visa Commercial Cards issued in the United States of America; or the issuer was registered with the Card Schemes to participate in the Authentication Procedures, but:
- (c) the computer system of the issuer was unavailable; or
- (d) the issuer could not process the Authentication Request.

Voucher means a document used to evidence a Manual Transaction.

We, our and us means Medeor Limited, Company Number 8293633.

You and your means the individual or entity named as the addressee in the Letter of Offer or Merchant Application. If there is more than one, you means each of you.

Your Data means, whether you or Delegate, any data:

- (a) shared, uploaded or created by you when interacting with Medeor or using the Merchant Services; or
- (b) otherwise made available to us in connection with your use of Medeor or the Merchant Services.

Acceptance of Merchant Terms

Agreement accepted on

Executed on behalf of _____
(Registered name of company/practice)

..... Signature of Authorised Person Signature of Authorised Person
..... Print name of Authorised Person Print name of Authorised Person

Executed on behalf of MEDEOR LIMITED (NZBN 9429050241781)

.....
Signature of Authorised Person

.....
Print name of Authorised Person

Schedule 1 – Merchant Fees – Pay by Link

Pay by Link	Fee
Merchant Service fee – Pay by Link (PBL)	TBC
Online transaction fee	35c per transaction
Online Payment Gateway access fee	\$50/month (flat-rate)
SMS charges (as per current Medtech SMS product)	10c per SMS sent

*fees subject to change

Schedule 2 – Merchant Fees – Point of Sale

Point of Sale	Fee
Merchant Service fee – Point of Sale (POS)	TBC
POS installation cost where additional assistance is required	At the Equipment Provider's then current rates plus a \$20 admin fee payable to us
Worldline Network fee	As charged by Worldline from time to time (\$18.90/month, as at 22 February 2024)
Terminal rental fee (per terminal)	\$55/month (flat rate)
SMS charges (as per current Medtech SMS product)	10c per SMS sent
Chargeback fee	\$25 per item
Retrieval fee	\$5 per item

*fees subject to change