

WESTPAC INTERNET PAYMENT SOLUTION PLUS

(“WIPS Plus”)
Supplementary Schedule



1. Application

- 1.1** This Supplementary Schedule applies to any merchant that uses WIPS Plus. This Supplementary Schedule should be read together with your agreement.
- 1.2** WIPS Plus is an online payment system which provides the following products for processing E-commerce, Mail or Telephone Order Transactions, Batch Plus, and Recurring Transactions. The products are known as:
- (i) Hosted Plus;
 - (ii) Batch Plus; and
 - (iii) Payline[®] Plus.
- 1.3** We have been granted a licence by Windcave to sub-licence the WIPS Plus software to merchants. You must have a valid sub-licence agreement with us to use WIPS Plus.

2. Grant of licence

Licence.

- 2.1** We grant to you a personal, non-exclusive, non-transferable, and non-sublicensable licence to:
- (i) use WIPS Plus in your New Zealand Operations; and
 - (ii) install WIPS Plus within your own infrastructure (where necessary);
- on the terms and conditions of this Supplementary Schedule.

3. Terms and conditions of licence

Licence for Permitted Use only.

- 3.1** The licence granted in clause 2 is conditional on your compliance with the provisions of this Supplementary Schedule. You may use WIPS Plus solely for the purposes of the Permitted Use, for the term of this Supplementary Schedule, and on the terms and conditions of this Supplementary Schedule.

Intellectual Property Rights.

- 3.2** WIPS Plus is exclusively owned by Windcave (or Windcave's licensors or suppliers). You acknowledge that there is no transfer of title, Intellectual Property rights or ownership of WIPS Plus to you.

Negative obligations.

- 3.3** You must not, and must not permit anyone else to:
- (i) reproduce, communicate, adapt, decompile, reverse engineer, modify, develop, sublicense, use for promotion or otherwise deal with WIPS Plus, or any Intellectual Property rights of Windcave or us otherwise than in accordance with this Supplementary Schedule, without our prior written consent;
 - (ii) use the WIPS Plus software in any manner which has the effect of causing unnecessary interference or disruption of our business operations or which results in repetitive processing of transactions with no commercial purpose.

Your obligations, warranties and undertakings.

- 3.4** You:
- (i) must satisfy yourself as to the appropriateness of WIPS Plus for your requirements;
 - (ii) will comply with our reasonable restrictions and instructions in relation to the use of WIPS Plus, including those set out in this Supplementary Schedule;
 - (iii) will ensure that only authorised persons use WIPS Plus and that WIPS Plus is used only for the Permitted Use;
 - (iv) must not sublicense, transfer, assign, rent, sell, provide, or otherwise make available, WIPS Plus, or any component of WIPS Plus, to any other person;
 - (v) will accept all responsibility for the use of WIPS Plus by you and your employees, contractors and agents;
 - (vi) will notify us as soon as reasonably possible upon becoming aware of any third party infringing Windcave's Intellectual Property rights in any manner;

- (vii) subject to clause 3.4(ix) of this Supplementary Schedule, must not, and must not permit any other person to, copy, reproduce, translate, adapt, vary, repair or modify WIPS Plus;
- (viii) must not, and must not permit any other person to, use WIPS Plus to operate a bureau service or otherwise process transactions for the benefit of any person other than you; and
- (ix) may make a reasonable number of copies of the software within WIPS Plus for backup and disaster recovery purposes only where you are using PxBat2. All copies must clearly note or state Windcave's ownership of the software.

Installation.

- 3.5** You are solely responsible for verifying the suitability of your system(s) for the proper functioning of WIPS Plus.

Integration.

- 3.6** Prior to using WIPS Plus for productive purposes, you or your nominated technology provider must (where necessary) perform Integration, which will be subject to verification and written certification by Windcave.

Protection.

- 3.7** You must take all reasonable steps to protect WIPS Plus from any computer viruses and unauthorised access by maintaining the most up-to-date virus protection software reasonably available to you. You are also solely responsible for any Cardholder Information retained on your system and any legal or financial consequences of unauthorised use or disclosure of this information.

Updates.

- 3.8** If requested by Westpac, you must purchase and integrate updates for WIPS Plus at the first reasonable opportunity following their release by Windcave. Updates to WIPS Plus are intended to ensure that:
- (i) WIPS Plus continues to be operable; and

- (ii) Windcave continues to provide support for WIPS Plus.

Compliance.

- 3.9** You must, and must ensure, your employees, Agents and contractors:

- (i) comply with the Agreement and this Supplementary Schedule and any operational procedures and standards required and notified to you by us from time to time;
- (ii) co-operate with our other contractors including, but not limited to, Windcave, as reasonably requested by us from time to time; and
- (iii) display, in accordance with our reasonable written directions, any notice of terms or conditions of use or warning notices which we require you to display from time to time.

4. Our Obligations

- 4.1** We will use reasonable endeavours to ensure that WIPS Plus operates in accordance with the service levels recorded in clause 8 of this Supplementary Schedule. We are, at all times, under no obligation to support WIPS Plus or to meet service levels, other than those specified in clause 8 of this Supplementary Schedule.

5. Liability

No Warranties.

- 5.1** While Windcave and us use reasonable care to maintain WIPS Plus in good working order, neither Windcave nor us gives you any warranty that WIPS Plus (including any Cardholder Information generated through WIPS Plus) will be free from error or disruption. You accept that WIPS Plus may be affected by outages, faults or delays, which may be caused by many factors, including technical difficulties with software, equipment or systems, the internet or infrastructure failures.

Windcave limitation of liability and indemnity.

5.2 You agree that:

- (i) any limitation of liabilities that apply to us in your Agreement (see section 20 'When we are not liable to you') and
- (ii) the indemnity you give to us in your Agreement (see section 19 'Indemnity')

will apply equally to Windcave in providing the WIPS Plus services under this Supplementary Schedule.

6. Suspension and termination by Us

Right to suspend.

6.1 We may, at any time without notice, and with immediate effect, suspend your right to use, and prevent you from using, WIPS Plus, if:

- (i) you fail to comply with any term of this Supplementary Schedule or your Agreement;
- (ii) We reasonably consider that WIPS Plus is, or is likely to be, used fraudulently or in a manner that will jeopardise the security or integrity of WIPS Plus or our or Windcave's systems (in which case we may redirect Transaction settlement proceeds received or due to you into a suspense account until such time as we have resolved that such fraudulent use or threat to security is not likely to occur);
- (iii) We reasonably consider that continuing your access to WIPS Plus will damage or interfere with our ability to licence WIPS Plus or provide transaction processing via WIPS Plus to anyone;
- (iv) urgent maintenance and/or technical upgrades are necessary; or
- (v) it is reasonably necessary for any other reason.

No liability.

6.2 You acknowledge that we are not liable for, and you will indemnify us for any liability for, any cost, loss, expense or other liability, directly or indirectly arising as a

result of any suspension or redirection of any settlement proceeds in accordance with clause 6.1(i)-(iii) above.

Termination.

6.3 We may immediately terminate this Supplementary Schedule by giving notice to you if we cease to be authorised by Windcave to use WIPS Plus and/or to sub-licence and make available to you WIPS Plus. We will give you notice prior to termination where it is reasonable to do so. Note that in some circumstances it may be reasonable to give no notice.

Consequences of Termination.

6.4 Upon termination of this Supplementary Schedule by us, or you, you must:

- (i) immediately cease to use WIPS Plus and any associated materials;
- (ii) as soon as reasonably possible pay any outstanding fees, charges, costs, liabilities or other amounts payable by you under this Supplementary Schedule;
- (iii) deliver all copies of WIPS Plus and associated materials held by you, or on your behalf, to us;
- (iv) allow us or Windcave (or any of Windcave's agents) to enter onto your or your host's premises at any reasonable time to remove WIPS Plus and any associated materials held by you or on your behalf; and
- (v) comply with any of our or Windcave's reasonable directions in connection with WIPS Plus or this Supplementary Schedule.

7. Information, privacy and confidentiality

Security.

7.1 You must:

- (i) comply with the Payment Card Industry Data Security Standards (PCI DSS) in relation to WIPS Plus; and
- (ii) take all reasonable steps to ensure the security of your system(s) which accesses or holds the software that forms part of WIPS Plus.

8. Service levels

Service Levels.

8.1 We agree to the following service levels in relation to WIPS Plus:

- (i) System availability: 99.9% system availability excluding any periods of Scheduled Maintenance.
- (ii) Processing times: 80% of WIPS Plus Transaction authorisations processed within five seconds. 99% of Transaction authorisations processed within eight seconds. Merchant Implementation Support Hours: 8am to 6pm, Monday to Friday, excluding public holidays in Auckland.
- (iii) Emergency Technical Support Hours: 24 hours a day, 7 days a week.

Notification.

8.2 You must notify us as soon as reasonably possible upon becoming aware of:

- (i) any Fault or Third Party Outage by telephoning **0800 888 066**;
- (ii) any Implementation Issue by:
 - (aa) Email: support@windcave.com; or
 - (bb) Telephone: **0800 729 6368**.
 - (cc) You may also contact us for any General Support by telephoning **0800 888 066**.

Faults.

8.3 If, at any time, you experience a Fault, you must notify us in accordance with clause 8.1 of this Supplementary Schedule and give details of the Fault.

Scheduled Maintenance.

8.4 You acknowledge and agree that we or Windcave, as and when required may have periods of Scheduled Maintenance at any time provided that we or Windcave will endeavour to minimise the duration of maintenance.

Your assistance required.

8.5 You acknowledge that achievement of the above service levels may require timely assistance, including actions, access to premises and/or information from you and agree that neither us and/or Windcave have failed to meet service levels where you do not provide assistance that is reasonably requested within the timeframes specified by us or Windcave.

9. Miscellaneous

Privity extended.

9.1 For the purposes of Part 2, subpart 1 of the Contracts and Commercial Law Act 2017, the provisions of this Supplementary Schedule, to the extent necessary for the efficiency of this Supplementary Schedule, are also for the benefit of and intended to be enforceable by Windcave.

Survival of Clauses.

9.2 After this Supplementary Schedule is terminated, the terms listed in the following table will continue to apply:

Clause number	What the clause relates to:
3.2	Intellectual Property Rights
3.3	Negative Obligations
5.1	No Warranties
6.2	No Liability
6.4	Consequences of Termination
7.1	Security
9.1	Privity extended
9.2	Survival of Clauses

10. Definitions

10.1 Terms defined in your agreement have the same meaning in this Supplementary Schedule. In addition, in this Supplementary Schedule, unless the context otherwise requires:

Acquirer means a bank or financial institution or other member of Visa, MasterCard or other card scheme which has a contract with a merchant to provide Card processing services. We are the Acquirer for your MasterCard and Visa transactions processed on WIPS Plus.

Batch Plus means a web-based product that provides the ability to process Card Not Present Transactions as part of a multiple transaction batch upload process.

Fault means any unavailability of WIPS Plus that is preventing you from processing WIPS Plus Transactions, excluding any unavailability due to Scheduled Maintenance, a Third Party Outage or Implementation Issue.

General Support means enquiries of a non-urgent nature relating to financial business queries and WIPS Plus functional support, including password resets and modification of existing facilities and services.

Hosted Plus means a product that is designed for processing ECommerce Transactions online in real time.

Implementation Issue means, a Fault or failure with the WIPS Plus that occurs during the process of installing the WIPS Plus in your, or your host's computer.

Intellectual Property means all industrial and intellectual property of any kind including but not limited to, copyright, registered and unregistered trademarks, registered and unregistered designs, circuit layouts, all rights conferred under statute, common law or equity in relation to inventions (including patents and patent applications), domain names, database rights, confidential information, know-how and trade secrets, company names or other proprietary rights and all rights and forms of protection having equivalent or similar effect to the foregoing which might subsist anywhere in the world now or in the future, and all rights of action, powers and benefits of the same.

Integration means installing components of the WIPS Plus software on your system(s) to enable your business to use WIPS Plus for the Permitted Use and "Integrated" has a corresponding meaning.

New Zealand Operations means the operations of your business located in New Zealand and, for the avoidance of doubt, includes selling goods and/ or services to overseas customers where you are using WIPS Plus installed on a system located in New Zealand.

Payline® Plus means a product that provides a web based data entry system used to process Card transactions manually, process refunds and generates reports.

Permitted Use means use of WIPS Plus for the purposes of processing, via the merchant payment gateway developed by Windcave for us, Card Not Present Transactions entered into by you in the course of conducting your New Zealand Operations and obtaining authorisation for those transactions from Westpac.

Scheduled Maintenance means maintenance of the WIPS Plus where we provide you with prior notification regarding the maintenance and outage or reduced availability or performance of WIPS Plus.

Third Party Outage means unavailability of the WIPS Plus, which is caused by an external third party and not by you, us or Windcave.

WIPS Plus Transaction means a message pair consisting of a message transmitted by you to us (acting as Acquirer) through WIPS Plus and a response to that message from us to you through WIPS Plus. A WIPS Plus Transaction includes disputed and declined transactions and transactions which could not be completed for any reason.

WIPS Documentation means any user, training or system manuals for WIPS Plus whether in printed or electronic form) which describe and provide guidance on the use of WIPS Plus (or any aspect of WIPS Plus).

WIPS Plus means Westpac Internet Payment Solution Plus, the Payment Gateway developed by Windcave for us to enable Card Not Present Transactions to be processed, together with any Windcave software, the WIPS Documentation and other related Windcave products, including all upgrades, updates, alterations and modifications and other changes to that software developed by, or on behalf of, Windcave and made available to you from time to time.



**TOGETHER
GREATER**