

SCHEDULE VIII

Westpac Get Paid® Solution Supplementary Schedule

A. Application of Get Paid Supplementary Schedule

- a) This Supplementary Schedule applies to you if Westpac Get Paid has been selected on the Signature Section and includes specific terms relating to:
 - (i) the Westpac Get Paid application ("Get Paid Application"); and
 - (ii) the Terminal(s) that Westpac leases to you.
- b) Get Paid is a payment solution providing the ability for merchants to accept scheme debit, credit and proprietary debit (EFTPOS) cards using the Get Paid Application on a mobile device, paired with a contactless and chip and PIN capable Terminal.

B. Your obligations

- a) **General obligations in relation to Get Paid:** You:
 - (i) must satisfy yourself as to the adequacy, appropriateness and compatibility of Get Paid for your requirements based on this Supplementary Schedule and the Agreement;
 - (ii) must comply with all relevant laws, including all statutory, regulatory and common laws, in your use of Get Paid (including the Get Paid Application and any related Terminal(s)) and in carrying out your obligations under this Supplementary Schedule;
 - (iii) must comply with the terms and conditions as outlined in this Supplementary Schedule, the Agreement, the terms of use for the Get Paid Application, and any other terms and conditions that may be communicated to you, by Westpac, from time to time;
 - (iv) must use and operate Get Paid in accordance with any instructions, manuals or user guides provided to you by Westpac from time to time;
 - (v) agree to notify Westpac upon becoming aware of any Fault or Third Party Outage or implementation issue by contacting Westpac by phone on 0800 888 066;
 - (vi) will immediately notify Westpac upon becoming aware that any Terminal or mobile device on which the Get Paid Application is installed is lost or stolen. Westpac will not be responsible for any Card Sales Transactions processed as a result of loss or theft of the Get Paid Application or any Terminal;
 - (vii) will immediately notify Westpac upon becoming aware of any third party infringing any Intellectual Property rights associated with Get Paid, or if any third party makes a claim against you regarding any alleged or actual infringement of any Intellectual Property rights in relation to Get Paid;
 - (viii) must not, and must not permit any other person to, use Get Paid to operate a service bureau, outsourced service, or otherwise process Card Sales Transactions for the benefit of any person other than you; and
 - (ix) will not, in the case of Card Sales Transactions using a Domestic Debit Card only, charge a surcharge attributable to the processing of the Card Sales Transaction using a Domestic Debit Card, except as may be expressly required by law. For the avoidance of doubt, this clause overrides the application of clauses 4.3(b) and 4.3(m)(iii) of the Agreement with respect to the use of Domestic Debit Cards.
- b) **Use of Get Paid by Authorised Persons:** You acknowledge and agree that you:
 - (i) must ensure that only Authorised Persons use Get Paid and must ensure that Get Paid is used only for the Permitted Use and as expressly authorised under this Supplementary Schedule and the term of the Agreement;
 - (ii) accept all responsibility for the reliance on and use of Get Paid by any Authorised Persons and will ensure that all Authorised Persons are made aware of and comply with the terms of the Agreement;
 - (iii) must actively monitor, manage and supervise all Authorised Persons use of Get Paid to ensure such use complies with the terms of the Agreement; and
 - (iv) will be liable for the use and misuse of Get Paid by any Authorised Person, including any Card Sales Transaction processed through Get Paid by an Authorised Person.

C. Westpac Liability

- a) Get Paid is provided on an "as is" and "as available" basis and, to the extent permitted by law, Westpac makes no warranties in relation to the use and operation of Get Paid, and disclaims and excludes all implied conditions or warranties that Get Paid will be:
 - (i) fit for a particular purpose; or
 - (ii) free from errors, loss, disruption, interruption, corruption (including corruption of data), or that it will be timely or secure.
- b) You acknowledge that Westpac will not be liable to you (or any other person) for any cost, loss, expense, damage, claim, interruption, delay, non-performance or other liability suffered or incurred by you (or such other person) arising out of or in connection with:
 - (i) Westpac providing Get Paid to you, or any Authorised Persons, and any use of Get Paid by any person;
 - (ii) any loss of transaction data;
 - (iii) any failure or malfunction of an Authorised Person's mobile device or any other hardware, software, communication link or network used by an Authorised Person to access Get Paid;
 - (iv) any security breach or any issue arising from you installing applications on your mobile device other than those available from an approved Google or Apple application store;
 - (v) any loss or damage to a mobile device owned or operated by you or any Authorised Person that is used in connection with Get Paid or any loss or damage to a Terminal in your possession or control;
 - (vi) the use of Get Paid in a manner or for a purpose other than that intended by Westpac or its suppliers or in contravention of any law or regulation;
 - (vii) Get Paid becoming unavailable for any reason, or any failure or malfunction of a Terminal or the Get Paid Application; or
 - (viii) any other cause that may be considered as beyond the reasonable control of Westpac.
- c) **Liability Cap:** Without prejudice to the exclusions and limitations of liability in this Supplementary Schedule and the Agreement, and to the extent permitted by law, Westpac's maximum liability to you in connection with Get Paid will not exceed \$1000 in aggregate.

D. Term

- a) **Term:** This Supplementary Schedule will commence on the date that your Facility is established with Westpac (as advised to you by Westpac by email or letter), and will continue until terminated by either party in accordance with clause E of this Supplementary Schedule or the Agreement (Term). For the avoidance of doubt, this clause applies notwithstanding clause 2 of the Agreement.

E. Suspension and termination

- a) **Right to suspend:** Without affecting Westpac's other rights and remedies under the Agreement or at law, Westpac may at its discretion, immediately and without notice, suspend or terminate your use of Get Paid if:
 - (i) Westpac reasonably considers your use of Get Paid breaches a law;
 - (ii) Westpac reasonably considers that Get Paid is, or is likely to be, used fraudulently or in a manner that has jeopardised, or is likely to jeopardise, the security or integrity of Get Paid or Westpac's systems;
 - (iii) Westpac reasonably considers that continued access to Get Paid will damage or interfere with Westpac's ability to licence Get Paid or provide transaction processing via Get Paid to any Westpac merchant; or
 - (iv) maintenance and/or technical upgrades are necessary; and,in the case of (ii) above, Westpac may redirect any Card Sales Transaction settlement proceeds received or due to you into a suspense account until such time as Westpac has resolved that such fraudulent use or threat to security has not occurred or is not likely to occur.
- b) **Consequences of Termination:** Upon termination of this Supplementary Schedule and/or the Agreement by you or Westpac, without limiting any of Westpac's other rights or remedies provided under this Supplementary Schedule, the Agreement or available at law, you must immediately:
 - (i) cease to use Get Paid and any associated materials;
 - (ii) pay any outstanding fees, charges, costs, liabilities owing or other amounts payable by you under this Supplementary Schedule. For clarity, if termination takes effect part way through a calendar month, you will be liable to pay to Westpac the full amount of the applicable monthly service fee for Get Paid for that month;

- (iii) uninstall and delete the Get Paid Application from all mobile devices (and ensure all Authorised Persons uninstall and delete the Get Paid Application from their mobile devices);
- (iv) return to Westpac, within 30 days from the date of termination, the Terminal(s) and any associated materials and/or Westpac Products held by you, or on your behalf; and
- (v) comply with any other reasonable directions of Westpac.

For the avoidance of doubt, this provision survives termination of the Agreement.

c) **No Termination Fee:** Without limiting Westpac's other rights and remedies available under the Agreement or at law, clause 8.1 of the Agreement will not apply to this Supplementary Schedule.

F. Information, privacy and confidentiality

- a) **No responsibility for content of information:** Westpac is not responsible for the content of any information in relation to a Card Sales Transaction produced by or in relation to Get Paid and is under no obligation to store and/or monitor that information for longer than 12 months.
- b) **Security, privacy, confidentiality:** You must:
 - (i) comply with all reasonable security and operation procedures which Westpac may require from time to time in relation to Get Paid;
 - (ii) comply with any law and/or privacy requirements in respect of any information produced or obtained by your use of Get Paid or used in relation to it; and
 - (iii) keep confidential the terms of this Supplementary Schedule, the Agreement and any other information in relation to Get Paid obtained by you during the Term.
- c) **Disclosure:** For the avoidance of doubt, in addition to Westpac's disclosure rights under clause 4.23 of the Agreement, Westpac may disclose any relevant information it holds about you to Paymark and its third party Get Paid Application and Terminal providers.

G. Electronic Offline Voucher ("EOV")

- a) **Overview:** EOV allows you to process Card Sales Transactions offline if a Terminal is unable to go online to authorise Card Sale Transactions.
- b) **No liability:** You acknowledge and agree that Westpac will not be liable for any EOV Card Sales Transactions which are lost or are otherwise unable to be processed once a Terminal goes back online, including, without limitation, as a result of a loss of, or physical damage to, a Terminal.

H. Terms specific to the Get Paid Application

- a) **Grant of Licence:** Westpac is licensed to grant to you a non-transferable, revocable, non-exclusive, non-sublicensable licence for you to:
 - (i) use the Get Paid Application in relation to your New Zealand Operations; and
 - (ii) invite any Authorised Person (unless agreed otherwise in writing by Westpac) to download and use the Get Paid Application on their personal mobile device paired with a Terminal to take payment for goods or services provided by you in accordance with the Permitted Purpose, and for no other purpose whatsoever.

The licence granted to you to use the Get Paid Application is only valid if you comply with the provisions of this Supplementary Schedule and the Agreement. You may use the Get Paid Application solely for the purposes of the Permitted Use, for the term of this Supplementary Schedule, and in accordance with the terms and conditions of this Supplementary Schedule.
- b) **Authorised Persons:** You must appoint an Administrator to manage the use and operation of the Get Paid Application on your behalf. The Get Paid Application is available to download by the Administrator and any Authorised Person for the Term of this Supplementary Schedule. You acknowledge and agree that by inviting any Administrator or Authorised Person to use the Get Paid Application, you do so at your sole risk and are solely responsible and liable for any use or misuse of Get Paid by the Administrator or any other Authorised Person. You will ensure that any Authorised Person is made aware that this Agreement applies to their use of Get Paid and will ensure their compliance. To change, remove or replace any Authorised Person, the Administrator may delete that Authorised Person within the Get Paid Application or by contacting Westpac on 0800 888 066.
- c) **Westpac's rights:** Westpac may:
 - (i) terminate or suspend the Get Paid Application, any functionality of the Get Paid Application, or your use of the Get Paid Application at any time; or
 - (ii) change the format, functionality or content of the Get Paid Application at any time.

- d) **Network Service Providers:** You acknowledge and agree that the availability of the Get Paid Application will be subject to your network provider's coverage and you will be responsible for any charges that may be incurred through your internet service provider and/or mobile service provider in relation to your use of the Get Paid Application.
- e) **Suitability of devices:** You are solely responsible for verifying the suitability of any mobile device for the proper functioning of the Get Paid Application.
- f) **Updates:** Westpac (or its third party provider) will release Get Paid Application updates from time to time. You must download these updates (at your cost) at the first reasonable opportunity following their release. Updates to the Get Paid Application are intended to ensure that:
 - (i) the Get Paid Application continues to be operable; and
 - (ii) Westpac continues to provide support for the Get Paid Application.
- g) **Transaction Receipts:** You may use the Get Paid Application to send Transaction Receipts to your customers via email. You are responsible for ensuring that any information contained in a Transaction Receipt is accurate and complies with the requirements set out in the Agreement and at law. If you use the Get Paid Application to send a Transaction Receipt to your customer, you authorise us to send that Transaction Receipt on your behalf and to use your business email address (notified by you to us) as the sender's address in any such email. You represent and warrant that you have the authority to use, and to authorise us to use, your business email address in this way. You acknowledge and agree that we have no liability for sending, or failing to send, an email on your behalf using your business email address.
- h) **Log-in details:** Your Administrator will be issued with log-in information to activate the Get Paid Application. You must ensure that the Administrator keeps the Administrator's log-in information secure and is not disclosed to any other person. When the Administrator logs in to the Get Paid Application for the first time, they will be prompted to select a PIN and Password ("**Security Code**"). The Administrator must not disclose their Security Code to any person, including any other Authorised Person. You must immediately report to Westpac if you or the Administrator become aware or suspect that their log-in information or Security Code becomes known by someone else, or is compromised, disclosed, or used without authority.

I. Terms specific to the Get Paid Terminal

- a) **Application of this clause:** This clause I applies in relation to any Get Paid Terminal provided by Westpac or its third party supplier to you.
- b) **Lease of Terminal(s):** You are entitled to the possession and use of the Terminal in accordance with the terms of the Agreement for the Term of this Supplementary Schedule, unless we become entitled under this Supplementary Schedule or the Agreement to inspect or repossess the Terminal. For the purposes of clause 4.7(b) of the Agreement, your place of business shall be deemed to be any place or location in New Zealand where you conduct your New Zealand Operations.
- c) **Ownership of Terminal(s):** Westpac will retain ownership and title of the Terminal at all times and nothing in this Supplementary Schedule or the Agreement will give you any form of ownership of or title to the Terminal. You are fully liable to Westpac for the return of any Terminals provided by Westpac at the end of the Term. For the avoidance of doubt, this provision survives termination of the Agreement.
- d) **Responsibility of Terminal(s):** All risk and responsibility for the Terminal passes to you on delivery of the Terminal to your business address listed in the Signature Section. Delivery will be deemed to have occurred when the package containing the Terminal is received at the address specified in the Signature Section. You are liable for the full cost of repair or replacement of the Terminal if it is damaged outside of fair wear and tear. For example, liquid damage is NOT considered fair wear and tear. You are responsible for the use or misuse of a Terminal by any person, and must ensure that any Authorised Person is made aware of and understands their obligations under this Supplementary Schedule and the Agreement in relation to the use, storage and possession of the Terminal.
- e) **Security of Terminal(s):** You must ensure that the Terminal is always used in a manner that prevents it from being damaged, lost or stolen. You must ensure that the Terminal is always kept in New Zealand, is in your control, not left unattended, and used only by Authorised Persons for the Permitted Purpose in the ordinary course of your business. You must at all times keep the Terminal in a safe and secure place and take all reasonable care to protect the Terminal against any form of damage, loss or theft. If the Terminal is lost or becomes subject to any form of damage or theft, you will indemnify us on demand for all of our costs, losses, damages and expenses we suffer arising out of or in connection with the loss of, damage to or theft of the Terminal.

- f) **Damage to Terminal(s):** If the Terminal is faulty you must notify Westpac immediately by calling 0800 888 066. If Westpac is unable to resolve the fault during the call or other interactions with you, you will be sent a new Terminal overnight along with a pre-paid courier bag to return the damaged Terminal to Westpac. You will be charged a \$199 + GST fee in the following events:
 - (i) the damaged Terminal is not received by Westpac within 30 days from the date the new Terminal is sent to you by Westpac (or its third party terminal provider), or
 - (ii) the damaged Terminal is deemed by Westpac or its third party terminal provider (in its sole discretion) to have been damaged by you outside of normal wear and tear. In this case you will be charged either \$199 + GST or the cost to repair the Terminal, whichever is lower.
- g) **No security interest:** You must not sell, lend, lease, transfer, grant any security interest in, modify or otherwise deal with the Terminal (or attempt to do so).
- h) **Return of Terminal(s) on termination:** Upon termination of this Supplementary Schedule you must return the Terminal to Westpac within 30 days from the date of termination. You will be sent a pre-paid courier bag to return the Terminal in. In the event that the Terminal is not received by Westpac within 30 days from the date of termination, or the Terminal is deemed by Westpac or its third party terminal provider (in its sole discretion) to have been damaged outside of normal wear and tear, you will be charged either \$199 + GST per Terminal or the cost to repair each Terminal, whichever is the lower. This fee will be direct debited from your account up to 30 days after you receive your final statement, or if you have insufficient funds in your account, you must pay us the full amount on demand. For the avoidance of doubt, this provision survives termination of the Agreement.

J. Definitions

- a) Where this Supplementary Schedule applies, the definition of "Card" in the Agreement shall be replaced with the following:

"Card" means each of a Visa Card, UPI Card, a MasterCard Card and a Domestic Debit Card.

- b) Except as otherwise defined in this Supplementary Schedule, terms defined in the Agreement have the same meaning in this Supplementary Schedule. In addition, in this Supplementary Schedule, unless the context otherwise requires:

"Administrator" means the person identified as the Administrator in the Signature Section and any subsequent person nominated for this role.

"Authorised Persons" the entity or person defined as the "Administrator" in the Signature Section and any person invited by the Merchant or the Administrator to use the Get Paid Application and Terminal to take payment.

"Domestic Debit Card" means a card that enables its user to make purchases and/or withdraw cash and have these transactions directly charged to the account identified as cheque or savings on the Terminal.

"Fault" means any unavailability of Get Paid (being the Get Paid Application and/or the Terminal) that is preventing the Merchant from processing Card Sales Transactions through Get Paid, excluding any unavailability due to Scheduled Maintenance, a Third Party Outage or Integration issue.

"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 the Get Paid Application on an Authorised Person's mobile device(s) to enable the Merchant to use Get Paid for the Permitted Use.

"Get Paid" means the mobile point of sale solution, including the Get Paid Application and the related Terminal.

"Get Paid Application" means the Westpac mobile application software, designed for use on a compatible mobile device made available to you by

Westpac for accessing Get Paid.

"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 Get Paid in New Zealand.

"Permitted Use" means use of Get Paid for the purposes of processing Card Present and 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 Get Paid where Westpac provides you with prior notification regarding the maintenance of, outage relating to, or reduced availability or performance of Get Paid.

"Term" has the meaning given to it in Clause D.

"Third Party Outage" means unavailability of Get Paid, which is caused by an external third party and not by the Merchant or Westpac.