

Merchant Terms and Conditions Australia

Company Name
Website
Address

EZYPAY PTY LTD
<https://www.ezypay.com>
Stone & Chalk
Level 1, 477 Pitt St
Sydney NSW 2000

Phone
Customer Support
Sales

1300 300 533 (Toll Free)
help@ezypay.com
hello@ezypay.com

1. Introduction

- 1.1 These Terms and Conditions set out how Ezypay will work with you to help manage your payment processing.

Contract Term	Notice Period to terminate	Exclusivity
Monthly (unless specified otherwise – see definition of “Term” in clause 2)	30 days (unless specified otherwise – see definition of Termination Notice Period in clause 15)	Non – Exclusive (unless specified otherwise in Application Form – see clause 4)

- 1.2 **Note:** For Applications Submitted prior to 3 June 2024, if the above terms are not explicitly stated within the application form (or elsewhere), then the following applies:

- 1.2.1 **Contract Term: 24 Months**

- 1.2.2 **Exclusivity: Exclusive**

2. Term

2.1 Initial Term

- 2.1.1 This Agreement begins on the date we process your Application Form and continues until the end of the Term unless:

- (1) terminated earlier in accordance with this Agreement; or
- (2) renewed in accordance with ‘Renewal Terms’.

2.2 Renewal Terms

- 2.2.1 This Agreement will automatically renew for an equal successive Term unless either party gives notice of termination in writing to the other party during the Termination Notice Period. P

3. Preconditions

- 3.1.1 Ezypay does not have to provide Services to you unless and until:

- 3.1.2 we have obtained a credit reference check on your Business that is reasonably satisfactory to us and we have confirmed any other relevant details we gather during the application/onboarding process;
- 3.1.3 if we determine that alternative merchant arrangements for you are necessary or desirable in order for us to provide the Services to you, those arrangements have been put in place and are reasonably satisfactory to us; and

4. Exclusivity

- 4.1.1 Unless your Application Form specifies otherwise, this Agreement is non-exclusive, which means that you may use another billing and collection service during the Term.

- 4.1.2 If your Application Form defines you as an exclusive applicant, then you agree not to use another billing and collection service during the Term of our Agreement. Doing so can be seen as a breach of this agreement (early termination), with applicable penalties.

5. Intellectual Property

5.1 Software

- 5.1.1 We are the owner or licensee of our Software, and the owner or licensee of all copyright in our Software.
- 5.1.2 We grant you a limited, non-exclusive, revocable license to use the Software in connection with the Services, but no further rights to our intellectual property.
- 5.1.3 Only persons authorised by us may use the Software. You may allow Authorised Users (as that term is defined in the Ezypay Tap to Pay Addendum within the [Banking Agreement](#)) to use Ezypay Tap to Pay and the Ezypay App on your behalf. Each user must maintain the confidentiality of any login and password information and must not share that information with any other person.
- 5.1.4 You must operate the Software in accordance with:
 - (1) any instructions and manuals we make available to you; and
 - (2) in the case of the Ezypay App:
 - (a) the Ezypay Tap to Pay Addendum as stated within the [Banking Agreement](#); and
 - (b) any end user license or other terms and conditions applicable to the Ezypay App and made available to you by us or as part of accessing and/or using the Ezypay App (including any relevant terms and conditions of any third party provider or online application store).
- 5.1.5 You must not do anything that would adversely affect or diminish our intellectual property rights in the Software, such as copying the Software, reverse engineering the Software or corrupting the Software.
- 5.1.6 You must not sublicense the Software to any other person.
- 5.1.7 If this Agreement ends, your license to use the Software is automatically revoked, and you must immediately cease using the Software and delete or return any Software and associated material to us.

5.2 Other software

- 5.2.1 You may choose to use the Software as part of an integrated solution with another software provider.
- 5.2.2 The services of any third-party software providers are supplied independently of us and we accept no responsibility or liability whatsoever in respect of their services.

6. Services

6.1 We will provide the following Services:

- 6.1.1 billing and collection services for your Customers;
- 6.1.2 processing Customer Payments and providing you with a statement of the funds we have collected;
- 6.1.3 making your statements available on our web interface or via other electronic means;
- 6.1.4 crediting your Distribution Account after each Settlement, less our Fees and any other amounts owed; and
- 6.1.5 Ezypay Tap to Pay, if specified in your Application Form.

7. Your General Obligations

7.1 What you must do

- 7.1.1 comply with any applicable legislation regarding the acceptance of credit card payments;
- 7.1.2 comply with the requirements of the Payment Card Industry Data Security Standard (PCI-DSS) for the retention and storage of Customer card details;
- 7.1.3 inform us if you suspect any fraudulent actions by any Customer; and
- 7.1.4 adhere to our Identity and Access Policy, Refund Policy and [Banking Agreement](#) as published from time to time, which are available via our website <https://www.ezypay.com/terms-policies>

7.2 What you must not do

- 7.2.1 process Customer transactions for reasons other than the provision of goods or services to the Customer;
- 7.2.2 process a Customer's transaction or refund against a personal loan account or credit card as a means of transferring funds.

8. Direct Access to Customers

8.1 You will allow Ezypay to communicate directly with your Customer to

- 8.1.1 validate and confirm their identities, bank account (or payment method) details and their authority for Direct Debits, PayTo Agreements and/or ongoing billing consent;
- 8.1.2 assist you to service and promote your products;
- 8.1.3 after obtaining prior approval from you, promote other relevant third-party products and/or services;
- 8.1.4 provide access to our services.

9. Customer Account Details

- 9.1 You must keep your own accurate records in relation to your Customers.
- 9.2 Ezypay will not provide Customer account details or other information to a third party at any time in electronic format, hard copy or in any other form unless requested by you or requested by Ezypay's banking partners or any Government Departments.
- 9.3 Under privacy legislation (the Privacy Act 1988), your Customers must consent to us passing on their details or other information to you.

10. Fees and Payments

- 10.1 You must pay the Fees (including any Fees payable to us and passed on by you to your Customers) and any other amounts due under this Agreement by the specified due date.
- 10.2 You indemnify us for all Fees and other amounts due under this Agreement which are passed on by you for payment by any of your Customers.
- 10.3 You must disclose to Ezypay the level of any surcharge to Customers in accordance with relevant legislation, comply with that legislation, and refrain from inflating charges or charge any undisclosed surcharges. You indemnify us against any breach by you of any relevant legislation in relation to fees such as surcharging rules.

- 10.4 You must reimburse us promptly for any funds which may have been paid to you in error.
- 10.5 You acknowledge that part of the Fees may be paid by us as commissions to our processing partners.

11. Providing Information

11.1 Compliance

- 11.1.1 You must provide us any information that we may reasonably request from time to time to verify that you are compliant with this Agreement.

11.2 Customer data

- 11.2.1 You must notify us in writing of any changes to any Customer related data at the time you are informed by the Customer or become aware of the change, to ensure our records are up to date and accurate.

12. Confidentiality and Privacy

12.1 Privacy

- 12.1.1 Each of you and us must comply with all applicable privacy laws in respect of personal information collected, used and disclosed in connection with the Services.

12.2 Confidentiality

- 12.2.1 Each of you and us must keep confidential the Confidential Information of the other, subject to the other provisions of this clause.
- 12.2.2 A party to this Agreement (Recipient) that receives the Confidential Information of the other party (Discloser) may use the Confidential Information only in relation to the provision or receipt of Services, or to enable that party to perform its obligations under this Agreement.

12.3 A Recipient may disclose the Confidential Information of the Discloser

- 12.3.1 to exercise its rights or perform its obligations under this Agreement, but only to its employees, when they have a need to know and are under an obligation to keep the information confidential;
- 12.3.2 to obtain advice or professional services, on a confidential basis, from professional advisors;

12.4 A Recipient may disclose the Confidential Information of the Discloser if the disclosure is required by Law, if the Recipient:

- 12.4.1 where practicable, provides the Discloser with notice of the details of the proposed disclosure, as soon as practicable and prior to the disclosure;
- 12.4.2 provides any assistance reasonably required by the Discloser to protect the confidentiality of that information;
- 12.4.3 notifies the third person that the information is Confidential Information of the Discloser; and
- 12.4.4 requires the third person, where practicable, to keep the information confidential.

12.5 A Recipient must

- 12.5.1 not copy the Confidential Information of the Discloser except when it is necessary for the purposes of this Agreement;
- 12.5.2 implement reasonable security practices to protect the security and integrity of the Confidential Information of the Discloser;

12.5.3 immediately notify the Discloser if the Recipient suspects or becomes aware of any authorised copying, use, or disclosure of the Confidential Information of the Discloser; and

12.5.4 comply with any reasonable direction of the Discloser in relation to the Confidential Information of the Discloser.

12.6 Publicity

12.6.1 You must obtain our prior written approval to:

(1) make or authorise any press release or other public statements concerning us, or the Services we provide; or

(2) distribute any publicity, advertising or other materials containing references to us.

(3) You authorise Ezypay to use your name, logo and/or registration/trademark without notice or consent to positively promote our relationship through materials that may be disseminated to the public. The promotional materials may include but are not limited to, brochures, videos, websites, press releases, advertising online and/or in other periodicals. Such materials may be developed, disseminated, and used without your review.

13. Changes to your Business

13.1 You must notify Ezypay as soon as you become aware of any of the following:

13.1.1 if you are a company, your company becomes Insolvent, or its beneficial owners, directors and/or proprietors are declared bankrupt, or are convicted of any financial or fraudulent crime(s);

13.1.2 your Business is (or is proposed to be) fully or partially sold;

13.1.3 changes to the ownership or control of the Business, including beneficial owners; or

13.1.4 major changes occurring within your Business that may affect your ability to comply with this Agreement.

13.2 Ezypay may determine that additional due diligence is required in the case of a change to the beneficial owners. You must provide Ezypay with any information it reasonably requires for this purpose.

13.3 You must provide Ezypay with satisfactory evidence of any change in ownership, control, or management, such as amended ASIC details, in order for Ezypay to recognise the changes.

13.4 If Ezypay incurs any costs or expenses to facilitate the changes referred to in this clause, Ezypay will notify you and will charge you for those reasonably incurred costs or expenses, providing a reconciliation of the costs involved.

13.5 If Ezypay reasonably determines that a change to your Business will or is likely to reduce the benefit Ezypay receives under this Agreement, Ezypay may notify you of this and the parties will discuss in good faith possible amendments to this Agreement (including pricing) to deal with the change.

14. Force Majeure

14.1 If by reason of unavailability of network services, labour disputes, strikes, lockouts, inability to obtain labour or materials, fire or other forces of nature or acts of God, pandemics, accidents, wars, riots, government restrictions or appropriation, or any other causes beyond our control we are unable to perform in whole, or in part, our obligations in this Agreement, we will not have to perform those obligations to the extent that we are unable to perform them.

14.2 Upon the occurrence of any of the events above, we must use all reasonable efforts to notify you of the failure and extent of any such conditions. Such interruptions, delay, or inability to perform will not terminate this Agreement.

14.3

15. Suspension or Termination of Services

15.1 Suspension or termination by us

15.1.1 We may withdraw or suspend any part of our Services (including termination of our agreement and/or suspending or terminating access to any Software) immediately if:

- (1) you breach or threaten to breach this Agreement or the [Banking Agreement](#);
- (2) the [Banking Agreement](#) is terminated
- (3) chargebacks received exceed acceptable levels defined by the Card Schemes, in excess of 0.5% of the processed transactions each month;
- (4) if you are a company, you become insolvent or is deregistered;
- (5) we reasonably suspect that your company, its beneficial owners and/or directors have committed/are committing a fraudulent act;
- (6) it appears that continuing the Services will be detrimental to you, your customers or Ezypay; or
- (7) you fail to provide, or subsequently withdraw any agreed financial security.
- (8) at any time for any reason if we give you thirty (30) days prior written notice;
- (9) we are contacted by the police, ASIC, or other Government Departments in relation to your activities and we reasonably determine that you may have breached the law or may cause loss or reputational damage to us; or
- (10) as otherwise provided for in this Agreement.

15.2 Effect of withdrawal or suspension of the Services

15.2.1 If we withdraw or suspend the Services:

- (1) we will immediately enter discussions with you regarding the reason for the withdrawal and/or suspension of the Services;
- (2) we may withhold funds, as outlined below and we will continue to hold the funds until the situation has been rectified;
- (3) we may debit your Distribution Account for any Fees, or other amounts owed to us; and

- (4) we may otherwise proceed in accordance with this Agreement.

15.3 When we can withhold your funds

15.3.1 We may withhold your funds if we determine it is reasonably necessary to protect our legitimate interests. This includes, but is not limited to, when:

- (1) you breach this Agreement;
- (2) you breach the [Banking Agreement](#);
- (3) we are in a genuine dispute about those funds;
- (4) we do not have clear authority to release those funds;
- (5) we are required by law, a court order or an order from a Government Department to do so;
- (6) we have reason to believe that you are acting illegally or inappropriately, such as when we receive significant Customer complaints or there are significant Failed Transactions;
- (7) where we consider it reasonably necessary to provision for funds subject to Customer disputes or chargeback actions that would otherwise be unrecoverable;
- (8) you become Insolvent;
- (9) we withdraw or suspend all or part of the Services;
- (10) we are claiming under your indemnity to us in this Agreement; or
- (11) this Agreement otherwise allows us to.

- (12) We can only withhold an amount of funds that is proportionate to the amount of the funds which are subject to the events set out in clause 15. For example, if we are to withhold funds because we do not have clear authority from a particular Customer to release those funds, we may only withhold funds relevant to that Customer.

15.4 When we will release withheld funds

15.4.1 If we withhold funds, we will release the funds to you if and when we reasonably determine that it is no longer reasonably necessary to withhold the funds. When making this determination we will take into account:

- (1) any legal right you may have to receive the funds;

- (2) any actual potential loss or damage to us, any Customers or third parties; and
- (3) our obligation to comply with any laws, court orders or orders of a Government Department.
- (4) When determining whether to release funds we may decide to only partially release the funds or to delay the release of the funds.
- (5) We are not required to release the funds to you when we apply the funds to any amount you owe us under this Agreement.

15.5 Termination by you

- 15.5.1 You may terminate this Agreement by giving notice during the Termination Notice Period.
- 15.5.2 If you give a notice, the termination will be effective at the end of the then current Term.
- 15.5.3 You may terminate this Agreement if we are in material breach of this Agreement (other than due to an event referred to in clause 14) and we have not remedied the

breach within thirty (30) days of a notice from you specifying the breach and the action required to remedy the breach.

15.5.4 If you attempt to or purport to terminate this Agreement other than as permitted under this Agreement.

15.5.5 If all remaining funds due for distribution have been processed, you consent for Ezypay to deduct any due fees and/or costs associated with the attempted or purported termination from your Distribution Account, and we will provide a full reconciliation to you for the fees and/or costs recovered; and

15.5.6 if you attempt or purport to terminate this Agreement other than as permitted by this Agreement, we may:

- (1) review what you have been paying us for the last six months and charge you for the rest of the Term on that basis; or
- (2) review what you told us about anticipated payment volumes before this Agreement began and charge you for the rest of the Term on that basis.

16. Indemnity

16.1 Your indemnity to us

16.1.1 To the extent permitted by law, you must indemnify us from and against:

- (1) all claims, damages, actions, losses, or liabilities suffered or incurred by us (including Customer claims) arising in any way from our collection of Customer Payments;
- (2) any failure by you to pay Fees, or any other amounts due under this Agreement;
- (3) any failure by your Customer to pay any amounts due relevant to this Agreement;
- (4) any matter affecting the validity of Customer Payments;
- (5) any breach of the [Banking Agreement](#) by you;
- (6) any liability disclaimed by the Banking Provider;
- (7) any matter affecting the creditworthiness of a Customer;
- (8) any misrepresentation of the identity of a Customer;

(9) any breach of this Agreement by you;

(10) any bank fees or charges incurred in respect to circumstances described in this clause;

(11) any failure of a Direct Debit or other payment transaction or any of its operations or processes due to any accident;

(12) any failure of a Direct Debit or other payment transaction or any of its operations or processes due to any accident, neglect, or misuse by you or a third party;

(13) any failure of a Direct Debit or payment transaction or any of its operations or processes due to any viruses, security hacking or any errors in code or software;

(14) any instance where we withhold your funds in accordance with this Agreement;

(15) your negligence or fraud or that of any of your employees, contractors, or agents;

- (16) the fraudulent use of a DDR or the information stored in a DDR, whether lost, stolen or otherwise;
- (17) any dispute arising between you and a Customer;
- (18) any representation, warranty or statement made you or your employees, contractors, or agents to a Customer;
- (19) any misrepresentation, breach of contract or failure of consideration in relation to your dealings with a Customer;
- (20) any Failed Transaction; or
- (21) any legal or other fees we incur because of you becoming Insolvent or because of you selling or otherwise changing the ownership of your Business.

16.2 How your indemnity applies

16.2.1 You must indemnify us as provided above even if:

- (1) a Customer has been issued with a bank account or credit card;

- (2) we have processed a Direct Debit or payment transaction for the Customer;
- (3) you have complied with this Agreement; or
- (4) this Agreement has ended.

16.3 Exclusions from your indemnity

16.3.1 You do not indemnify us where:

- (1) a loss arises; and
- (2) it is our fault or that of our employees, contractors, or agents; and
- (3) it is due to fraud, wilful default, or negligence of our employees, contractors, or agents.

16.4 Recovery under the indemnity

16.4.1 If you must indemnify us under this Agreement, we may recover the indemnified amount from any amount held for distribution to you, or we may direct debit your Distribution Account for the indemnified amount.

17. Warranties

- 17.1.1 You warrant to us that:
- 17.1.2 if you are a corporation, you are duly incorporated;
- 17.1.3 if you are a trustee, the trust is validly formed, and you have a full right of indemnity from the trust assets in respect of this Agreement;
- 17.1.4 you have the legal capacity and authority to execute the Application Form and to be bound by this Agreement; and
- 17.1.5 you have obtained authority from each Customer for us to debit their account/payment method and/or initiate a PayTo Agreement.

18. Disputes and Chargebacks

18.1 Chargebacks

- 18.1.1 Chargebacks remain your responsibility and are a matter between you and your Customer.
- 18.1.2 Should Ezypay suspect or have reasonable evidence to believe that any transaction is likely to result in a chargeback, Ezypay is not obliged to accept or process the transaction.
- 18.1.3 If a transaction dispute results in a transaction being deemed invalid, fraudulent, or your Customer claims the transaction is invalid, Ezypay may process that transaction as a chargeback and recover those funds from you as an adjustment from the next settlement disbursement.
- 18.1.4 You indemnify Ezypay for, and agree Ezypay will seek to recover, the chargeback amount, including any associated fees incurred, from your nominated settlement bank account.
- 18.1.5 To comply with Card Scheme regulations and to minimise Chargeback exposure, Ezypay will include all or part of your business or trading name descriptor that will appear on your Customer's bank statement.

- 18.2 If Chargeback occurs, Ezypay:
 - 18.2.1 will notify you by email that the Chargeback has occurred;
 - 18.2.2 will not enter into any transaction disputes between you and your Customer;
 - 18.2.3 will deduct the Chargeback amount from your next scheduled settlement disbursement;
 - 18.2.4 may deduct a Chargeback amount from you at any time up to 12 months after the Chargeback transaction occurs; and
 - 18.2.5 will require proof that the transaction was authorised by the Customer and that you provided the goods and/or services associated with the transaction.
 - 18.2.6 Ezypay will monitor Chargeback frequencies and where Chargebacks exceed acceptable levels, you will be required to rectify the cause of the Chargebacks within a 30-day period. Ezypay reserves the right to suspend the Services in the interim if the cause of the Chargeback occurrences has not been rectified to the reasonable satisfaction of Ezypay.

19. Changes

- 19.1 Acting reasonably, we may amend this Agreement from time to time by giving notice to you where it is reasonably necessary to protect our legitimate interests, or to benefit you.
- 19.2 We may notify any changes to these Terms and Conditions by posting an amended version of the Terms and Conditions on our website which will then supersede the existing Terms and Conditions.
- 19.3 Any amendments to these Terms and Conditions or the Fee Schedule will form part of this Agreement.
- 19.4 Any change to this Agreement does not affect any accrued rights and liabilities of the parties before the change is made.

20. General

- 20.1 This Agreement is governed by the laws of the State of New South Wales.
- 20.2 The parties agree to the jurisdiction of the Courts of New South Wales for resolution of any dispute that is not resolved after the parties have made a good faith attempt to resolve the dispute.
- 20.3 If any part of this Agreement is held to be illegal or invalid, then only the illegal or invalid part will be void and the rest of this Agreement will remain in full force and effect.
- 20.4 If there is any inconsistency between these Terms and Conditions and the other parts of this Agreement, those other parts prevail to the extent of the inconsistency.
- 20.5 If you or we do not enforce a breach of this Agreement, this does not mean that a further breach of the same kind is excused.
- 20.6 Where you or we must provide notice, the notice must be in writing and addressed to the party to which it is given as shown on the Application Form or other address notified in writing.
- 20.7 All notices will be effective on the date of delivery or, if sent by ordinary mail, after two days following the date which the notice bears. If sent by email, notice will be effective from when it is received on the mail server of the recipient.
- 20.8 This Agreement will apply to the respective successors, permitted sub-contractors and assignees of each party.

- 20.9 We may assign this Agreement after giving you thirty (30) days prior written notice. You are not permitted to assign this Agreement to another party without written permission from us. We will not unreasonably withhold or delay consent.
- 20.10 If any term of this Agreement is regulated by legislation relating to unfair contract terms and we are advantaged by that term, we may only exercise our rights under that term to the extent (if any) reasonably necessary to protect our legitimate interests, unless the term would not cause a significant imbalance in the parties' rights and obligations under this Agreement or it would not cause detriment (financial or otherwise) to you if we applied the term or relied on it. Words used in this clause have the same meanings as under the applicable legislation.
- 20.11 "We may" when used in this Agreement means:
- 20.11.1 we have the right referred to but no obligation to exercise the right;
 - 20.11.2 the right may be exercised at our discretion;
 - 20.11.3 you acknowledge and agree that we have the right; and
 - 20.11.4 you authorise us to exercise the right if we choose.
 - 20.11.5 "You may" when used in this Agreement means you have the right referred to in the way described directly above.

21. Definitions

In this Agreement, except where the context requires otherwise:

Agreement means the agreement between us and you consisting of:

- the Application Form that includes the Fee Schedule, as amended from time to time;
- these Terms and Conditions, as amended from time to time, which are available on Ezypay's website;
- the Ezypay [Banking Agreement](#);
- any further conditions agreed in writing between the parties from time to time.

Application Form means our Ezypay Merchant Application Form which is available via the Ezypay website.

Banking Agreement means the agreement between you, Ezypay and the Banking Provider, and which can be found at Ezypay [Banking Agreement](#).

Banking Provider means the financial institution engaged by you and Ezypay to receive Customer Payments under this Agreement.

Business means the business carried on by you.

Card Scheme means Visa, Mastercard, Amex, eftpos or any similar card scheme.

Chargeback means a Customer Payment from a credit card which has been received by us and forwarded by us to you, but which is subsequently reversed by a financial institution or other third party. A Chargeback is one stage in the dispute lifecycle.

Confidential Information means any non-public, proprietary, or sensitive data, knowledge, or materials disclosed by one party to another party during the Term of this Agreement.

Customer means a customer of yours who provides Ezypay with the required authority to deduct payments on your behalf.

Customer Payment means an amount payable to you from the Customer by Direct Debit, PayTo or other payment means.

Direct Debit means the debiting of a Customer Payment from a Customer's nominated account at your direction and as authorised by the Customer via the Bulk Electronic Clearing System.

Direct Debit Account means the account held by the Customer and debited by us from time to time in accordance with the Agreement.

Dispute means a claim filed by a cardholder or issuing bank, and it may be processed in one or multiple stages in order to receive resolution.

Distribution Account means the business account held by you and debited and credited by us from time to time in accordance with the Agreement, details of which are provided to us from time to time (including, but not limited to the account included for this purpose on the Application Form).

Ezypay means Ezypay Pty Limited. References to "we," "us," "our" and "ours" are usually references to Ezypay, but not in cases such as "we both agree" where the context clearly requires otherwise.

Ezypay App means the mobile application that may be made available to you to use Ezypay Tap to Pay.

Ezypay Tap to Pay means the contactless payment functionality available through the Ezypay App, enabling Merchants to accept in-person contactless card and mobile wallet payments via eligible devices.

Failed Payment means a Customer Payment which has been processed by us but not accepted or authorised by a financial institution, and not received by us.

Failed Transaction means a transaction that is not successfully processed before or after it is processed by us for reasons outside of our control, and includes without limitation Chargebacks, Failed Payments and any other reversal or disputed payment.

Fees means the fees and rates payable by you to us as described in the Agreement and the Application Form. There may also be fees for third party costs related to chargeback and fraudulent transaction costs.

Fee Schedule means the Fee Schedule section of the Application Form.

Government Department means ASIC, APRA, or any other Government authority.

Identity and Access Policy means the identity and access policy issued by us from time to time.

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

Merchant means the person or entity in the "Contact Details" or "Business Information" sections on the Application Form, and in cases where a business name is referred to, the person or entity which owns the name. References to "you," "your" and "yours" are references to the Merchant, unless the context requires otherwise. The Merchant may also be referred to as the Principal.

NPP means the New Payments Platform that facilitates PayTo processing.

Online DDR means a DDR submitted by you to us via our online system.

Payment Initiator means an organisation which, whether acting on behalf of the Customer or a Merchant, is authorised by the Customer to initiate payments from the Customer's account. For the purposes of this Agreement, the Payment Initiator is Ezypay.

Refund Policy refers to the refund policy published on our website and updated by us from time to time.

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

Services means the services that we will provide under this Agreement as specified in clause 6.1 of these Terms and Conditions.

Settlement means when Ezypay distributes funds into the merchant's bank account. Settlement frequencies can be scheduled for weekly and monthly.

Software includes:

- our Business Management System; and
- if your Application Form includes Ezypay Tap to Pay, the Ezypay App.

Term means the term of this Agreement: specified in the Application Form or in another document (other than these Terms and Conditions) forming part of this Agreement; or if no such term is specified, the period of one calendar month.

Termination Notice Period means: the period specified in the Application Form or in another document (other than these Terms and Conditions) forming part of this Agreement during which a notice of termination of this Agreement must be given; or if there is no such notice period specified, the period ending 30 days before the end of the then current Term.

Terms and Conditions means these Merchant Terms and Conditions (Australia) as amended from time to time.