

EZYPAY

Principal Terms & Conditions Hong Kong



Terms of Engagement

Our Agreement with you

1 We will:

- act as your exclusive agent to provide billing and collection services for your Customers.

2 We will not:

- unless specifically provided for in our Agreement, be your agent in any other way; or
- be your partner or joint venturer.

3 You must not:

- use another billing and collection service during our Agreement.

When our Agreement begins and ends

4 Our Agreement begins:

- on the date we process the Application Form; and
- even if we have not processed any Direct Debit transactions.

5 Our Agreement ends:

- at the end of the Term; or
- earlier if we have a special right to terminate under our Agreement.

The Services we will provide

6 We will:

- record Customer Payments;
- Direct Debit Customer Payments;
- collect Customer Payments;

- provide you with a regular statement of the funds we have collected;
- make your statements available on our web interface or via other electronic means;
- account to you after each statement by crediting your account after deducting our Fees and any other amounts you owe us; and
- if you tell us to do so and provide the Customer's authority, directly debit the Customer's account for Fees.

7 We may:

- send up to two notifications to a Customer for overdue Customer Payments if it is reasonably economical and practicable to do so;
- provide the Access Pack to you on the basis set out in clause 39 below;
- provide access to Online DDR and Direct Debit Gateway;
- provide iconnect360 user licences and associated services such as implementation and data migration on the basis of the iconnect360 Terms and Conditions; and/or
- provide iconnect360 user licences and associated services free of charge on the basis of the iconnect360 Terms and Conditions and your compliance with the Minimum Transaction Amount.

Termination of our Agreement

8 Our right to terminate our Agreement

We may:

- terminate our Agreement at any time for any reason if we give you thirty (30) days prior written notice; and

9 Your right to terminate our Agreement

You may:

- terminate our Agreement at the end of the Term by giving us written notice no earlier than six (6) months and no later than sixty (60) days prior to the end of the Term.

What happens at the end of the Initial Term of our Agreement

10 At the end of the Initial Term:

- if you have provided us with between sixty (60) days and six (6) months prior written notice, our Agreement will end;
- if you have not provided notice, our Agreement will continue for another term of the same length as the Initial Term.

11 On completion of any further period:

- again, our Agreement will end if you have provided between sixty (60) days and six (6) months prior written notice;
- again, if you have not given notice, our Agreement will continue for a further period of the same length as before; and
- our Agreement will keep being renewed on this basis indefinitely until one of us terminates it in accordance with these Terms and Conditions.

What happens if you terminate our Agreement without notice**12 If you do not give notice in a way we have described in clause 10 above,**
You must:

- pay Fees for the remainder of the Term of our Agreement

Amount of Fees payable if you terminate our Agreement without notice**13 If you terminate without notice,**
We may:

- look at what you have been paying us for the last six months and charge you for the rest of the Term on that basis; or
- look at what you told us about anticipated Direct Debit volumes before our Agreement began and charge you for the rest of the Term on that basis.

And we may charge you in one of these ways even if:

- we have not processed any Direct Debit transactions yet;
- we cannot properly work out the average monthly Fees payable by you; or
- it means looking at things which were done and said before our Agreement began.

What happens if you delete Customers**14 If you delete a significant number of Customers from our system,**
We may:

- treat this as notice of termination of our Agreement; or
- treat this as termination of our Agreement without notice.

What happens when our Agreement ends

15 **When our Agreement ends or notice of termination is given,** We will:

- hold your funds for a reasonable period to deduct any Fees or other amounts owed to us;
- debit any Distribution Account or Direct Debit Account for any Fees or other amounts owed to us including any Fees in respect of termination without notice; then
- account to you for the monies we have received.
- continue standard reporting for a period of 7 days after the Termination Date; and
- charge you for any non standard reporting or information technology support in accordance with the Fees

We may after notice of termination:

- cease processing Direct Debits.

We may after our Agreement ends:

- allow you access to our web interface for a further 7 days;
- communicate the fact of the end of our Agreement to Customers;
- after 7 days, charge you for costs of standard reporting;
- charge you for costs of non-standard reporting or information technology support; and/or
- recover any outstanding debt and our reasonable costs.

When we may withdraw or suspend our Services

16 **We may withdraw or suspend any part of our Services without notice if:**

- you breach our Agreement;
- you threaten to breach our Agreement;
- you become insolvent;
- we reasonably suspect that you have committed fraud;
- it appears that continuing the Services will be detrimental to you, us or a Customer;
- you fail to provide the financial security we request;
- we withdraw or suspend services from a company which is associated with you through common directorship or shareholding; and/or
- it is otherwise reasonable in the circumstances.

What happens if we withdraw or suspend the Services

17 **If we withdraw or suspend the Services,** We will:

- hold your funds for a reasonable period to deduct any Fees or other amounts owed to us;
- debit any Distribution Account or Direct Debit Account for any Fees or other amounts owed to us including any Fees in respect of termination without notice; and
- otherwise proceed in accordance with our Agreement.

What happens if you become Insolvent

18 **If you become Insolvent,** We may:

- immediately withdraw or suspend all or part of the Services;
- immediately terminate our Agreement;
- treat the insolvency as termination of our Agreement by you without notice;
- treat the insolvency as notice of termination of our Agreement by you;
- charge you for any legal or other fees we incur as a result;
- hold your funds for a reasonable period to deduct any Fees or other amounts owed to us;
- debit any Distribution Account or Direct Debit Account for any Fees or other amounts owed to us, including any Fees in respect of termination without notice;
- hold your funds until we are fully covered for any Failed Transactions; and/or
- hold your funds until all potentially interested parties have given us written authority to release the funds.

Our intellectual property

19 **We are:**

- the owner of our Software; and
- the owner of all copyright in our Software.

20 **You have:**

- a non exclusive licence to use the Software in connection with the Services; but
- no further rights to our intellectual property.

21 If our Agreement ends:

- your licence to use the Software is automatically revoked; and
- you must immediately return any Software and associated material to us.

What happens when a Failed Transaction occurs**22 If a Failed Transaction occurs,**

We will not:

- have any responsibility to you in connection with the Failed Transaction.

We may:

- advance you some or all of the amount of the Failed Transaction;
- deduct the amount from funds subsequently forwarded to you;
- call on you to reimburse the amount; and/or
- debit any Distribution Account or Direct Debit Account for the amount.

When we may withhold your funds**23 We may withhold your funds if:**

- you breach our Agreement;
- we are in dispute;
- we do not have clear authority to release the funds;
- we receive significant Customer complaints;
- there are significant Failed Transactions;
- we are contacted by the police or other government departments in relation to your activities;
- we otherwise have reason to believe that you are acting illegally or inappropriately;
- you become insolvent;
- we withdraw or suspend all or part of the Services; and/or
- this Agreement otherwise allows us to.

24 If we withhold your funds,

We may:

- continue to hold the funds until the situation has been rectified.

You will not:

- have any right to interest on the funds.

Your obligations in relation to Payment and Fees generally

25 You must:

- promptly pay us all Fees and other amounts due under our Agreement;
- indemnify us for all Fees and other amounts due under our Agreement which are payable by a Customer;
- ensure that your Customers execute a DDR in a form approved by us;
- include any Fees payable to us in the prices you quote to Customers for your Services;
- reimburse us promptly for any funds which should not have been paid to you.

Your obligations in relation to Payment and Fees – Minimum Transaction Amount

26 We may:

- agree with you a Minimum Transaction Amount;
- record the Minimum Transaction Amount on the Application Form and/or the iconnect360 Application Form;

27 **If you fail to meet the Minimum Transaction Amount at any time,** You must:

- pay to us the shortfall between the actual Fees generated by your transactions and the volume of Fees required in accordance with the Minimum Transaction Amount;

We may:

- suspend or cancel rights to any iconnect360 licences or associated services;
- charge you for any iconnect360 licences or associated services at the rates provided in the iconnect360 Fee Schedule despite such licences and services having been previously provided free of charge;
- debit any Distribution Account or Directing Debit Account for amounts owing under this clause; and/or
- withhold your funds to ensure payment of all monies owing under this clause.

Your obligations in relation to Payment and Fees – The Fee Schedule

28 **We will charge you at the rate provided in the Fee Schedule for:**

- Amex or Diners transactions where we have not otherwise agreed on a rate;
- any minimum Transaction Fees;
- failed distributions due to you providing us with incorrect account details;
- instances where you direct us to make a manual variation to a DDR via phone, fax or email;
- any ad hoc or non-standard reporting or information technology support;
- instances where you request that we refund a Customer and we are not at fault;
- requests that we undertake mail communication on your behalf (including in the fulfilment of our Services); and
- instances where you need us to obtain updated credit card details of Customers.

29 **If a Direct Debit fails, we will charge you the amounts provided in the Fee Schedule:**

- in the case of "On Demand" accounts.

30 **If a Direct Debit fails, we will charge the Customer the amounts provided in the Fee Schedule:**

- for the first two sequential Failed Transactions on an "On Demand – Vendor Integration" account;
- in the case of "Online" accounts; and
- in the case of "Original" accounts.

31 **In the event of a third sequential Failed Transaction on an "On Demand-Vendor Integration" account,**

We will:

- charge you all outstanding Fees and all further Fees until a successful payment is achieved.

32 **In the event of a Failed Transaction,**

We may:

- suspend scheduled Direct Debit Amounts;
- resume Direct Debits upon recovery of the outstanding amount; and/or
- add any outstanding amounts to a further scheduled Direct Debit.

What we may do in relation to Payment and Fees

33 We may:

- deduct any Fees or other monies owing to us from funds collected by us;
- treat Customer Payments made directly to you as payments received by us; and
- include Customer Payments made directly to you in the calculation of our Fees.

34 If you breach our Agreement, We may:

- deduct any Fees and other monies owing to us from funds collected by us; and
- deduct such amounts even if a Customer has been nominated to pay them.

If we reasonably suspect you of illegal or inappropriate conduct,
We may:

- return any Customer Payment to a Customer.

35 When we might adjust the Fees We may:

- review your transaction rates history on a monthly basis after our Agreement begins;
- adjust the rates of the Fees payable by you to accord with actual transaction rates and the value of Direct Debits;
- increase the rates of Fees without prior notice on the 30th June of each year by CPI or 5%, whichever is greater; and/or
- amend the Fee Schedule by posting an updated version on the secure section of the website.

What you need to acknowledge in relation to Payment and Fees

36 You acknowledge that:

- no other Direct Debit service provider or other financial institution may conduct debit transactions from Customer accounts as a result of a DDR signed under our Logo
- DDR forms whether in hard copy or electronic format containing our Logo [and/or our User ID number] shall remain our property at all times; and

- any debit transaction conducted by any institution or company without our authorisation shall be in breach of our Agreement and not a valid transaction.

37 **If you or a Customer claim a refund,**

- we will not be under any obligation to pay it;
- however, we will conduct ourselves in accordance with our [Refund Policy](#).

38 **We will:**

- provide you with a statement and tax invoice (if any) when we put the funds in your nominated bank account.

39 **Access Pack**

We may:

- provide the Access Pack;
- provide the Access Pack free of charge for the first 30 days; then
- charge you for the Access Pack at the rate provided for in the Fee Schedule;

You may:

- cancel the Access Pack by giving us 5 working days prior written notice.

40 **You must not:**

- process Customer transactions for reasons other than the provision of goods and services;
- process Customer transactions in currency other than Hong Kong Dollars; or
- process a Customer transaction or refund against a personal loan account or credit card as means of the transferring of funds.

Things you must indemnify us against

41 **You must indemnify us from and against:**

- all claims, damages, actions, losses or liabilities;
- suffered or incurred by us (including Customer claims); and

- arising in any way from our collection of Customer Payments,

including but not limited to:

- any failure by you to pay Fees;
- any failure by you to pay any other amount due under our Agreement;
- any failure by a Customer to pay any money relevant to our Agreement;
- any matter affecting the validity of Customer Payments;
- any matter affecting the creditworthiness of a Customer;
- any misrepresentation of the identity of a Customer;
- any breach of our Agreement by you;
- any failure or delay by you or a Customer to provide correct information to us;
- any claim that any portion of Fees is void or voidable under any insolvency law;
- any bank fees or charges incurred in respect of a Direct Debit under circumstances described in this clause;
- any failure of a Direct Debit or any of its operations or processes due to any accident, neglect or misuse by you or a third party;
- any failure of a Direct Debit or any of its operations or processes due to any computer failure;
- any failure of a Direct Debit or any of its operations or processes due to any viruses, security hacking or any errors in code or software;
- any instance where we withhold your funds in accordance with our Agreement;
- your negligence or fraud or that of any of your employees, contractors or agents;
- the fraudulent use of a DDR or the information stored in a DDR, whether lost, stolen or otherwise;
- any dispute arising between you and a Customer;
- any representation, warranty or statement made by you or your employees, contractors or agents to a Customer;
- any misrepresentation, breach of contract or failure of consideration in relation to your dealings with a Customer;
- any Failed Transaction;
- any use of an Online DDR or the Direct Debit Gateway; and/or
- any legal or other fees we incur as a result of you becoming Insolvent or as a result of you selling or otherwise changing the ownership of your business.

4.2 You must indemnify us as provided above even if:

- a Customer has been issued with a bank account or credit card;
- we have processed a Direct Debit transaction for the Customer;
- you have complied with our Agreement; or
- our Agreement has ended.

43 If we process a Direct Debit transaction, we are not warranting that:

- the transaction is valid;
- the identity of the Customer is correct; or
- the Customer is creditworthy.

Things which you do not need to indemnify us for**44 If:**

- a loss arises; and
- it is our fault or that of our employees, contractors or agents; and
- it is due to fraud, wilful default or negligence,
you do not have to indemnify us.

What happens if you have to indemnify us under our Agreement**45 We may:**

- recover the indemnified amount from any amount held for distribution to you;
- direct debit any Distribution Account or Direct Debit Account for the amount; and/or
- recover the amount as a debt due to us.

What we are not liable for under our Agreement**46 We are not liable for and you release us from all liability in tort, contract or otherwise in respect of any claims, damages, actions, losses or liabilities (including any consequential or indirect loss) arising out of or in connection with:**

- our Agreement;
- our performance of the Agreement;
- any breach of the Agreement by us;
- the provision of the Services by us;
- negligence, breach of contract or default on the part of our employees, agents or contractors;
- circumstances in which our Agreement provides that you are to indemnify us;
- any condition or warranty not expressly included in our Agreement; or
- any warranty as to fitness for purpose or quality not required by law.

47 If we are required by law to cover you under implied warranty:

- our liability will be limited to the cost of having the applicable Services supplied again.

How we may deal with your Customers

48 We may communicate with your Customers to:

- validate and confirm their identities;
- validate and confirm their bank account details;
- validate and confirm their authority for Direct Debits;
- assist you to service and promote your products; and
- promote third party products.
- provide specific Customer access on our website; and
- communicate with Customers by all other available means.

How we will treat a DDR

49 The DDR is:

- a separate confidential agreement we have with the Customer.

We may:

- choose to keep all aspects of our dealings with the Customer confidential; and
- directly charge the Customer fees and charges in addition to the Fees.

50 If the Customer gives us 7 days written notice of termination,

We will:

- terminate the DDR; and
- do so whether you object to the termination or not.

51 If a DDR is terminated,

- this may reduce transaction volumes in our dealings;
- the reduced transaction volumes may have consequences for our Agreement; but

- our Agreement will not otherwise be affected.

52 We may:

- apply a maximum debit amount per transaction to each DDR;
- review the maximum debit amount from time to time; and
- accept or reject any requested increases to the maximum debit amount.

How we will treat Customer account details

53 You must:

- keep your own accurate records in relation to Customers.

54 We are not obliged:

- to provide Customer account details or other information at any time in electronic format, hard copy or in any other form.

55 We may refuse to hand over Customer account details to you:

- regardless of any rights to information you have under the general law;
- regardless of how the information was created or why; and
- regardless of any expectation of a Customer.

56 You acknowledge:

- that we may have compelling reasons under privacy legislation to not provide Customer details or other information to you.

Warranties you are giving us in entering our Agreement

57 You warrant that:

- if you are a corporation, you are duly incorporated;
- if you are a trustee, the trust is validly formed;

- if you are a trustee, you have a full right of indemnity from the trust assets in respect of our Agreement;
- you have the legal capacity and authority to execute the Application Form and to be bound by our Agreement;
- the person who executed the Application Form is duly authorised to execute on your behalf; and
- you have obtained authority from the Customer for us to Direct Debit his or her account.

Your further obligations under our Agreement

58 You must:

- adhere at all times to our [Identity and Access Policy](#) and our [Refund Policy](#) as published from time to time, both available at <https://www.ezypay.com>;
- adhere at all times to our standard operating procedures as amended by us from time to time;
- keep Customer account details, if held in an electronic form, secure in compliance with the requirements of the Payment Card Industry Data Security Standard;
- store all DDR forms in a safe and secure place for up to seven (7) years or until delivered to us, whichever is the sooner; and
- if we require, provide financial security to us to cover the risk of us providing the Services.

59 You must not:

- make or authorise any press release or other public statement concerning us or the Services without our prior written consent;
- distribute any publicity, advertising or other materials containing references to us without our prior written consent; or
- use Customer account details for purposes other than enabling us to provide the Services.

Your obligation to provide updated information

60 You must provide us any requested information to verify that:

- you are compliant with our Agreement;
- you and your directors, proprietors and/or Guarantors are solvent; and
- our records are up to date.

We may need updated information including:

- corporate information;
- bank statements;
- identification information; and/or
- address details.

Our rights in relation to our merchant agreement

61 We may:

- obtain a credit reference on you;
- negotiate an alternative merchant arrangement on your behalf directly with an appropriate financial institution; and/or
- act as your agent to contractually bind you to any necessary sub-merchant agreement.

What happens if you want to sell or change your business

62 If you wish to sell your business or any part of it, You must:

- give us sixty (60) days prior notice in writing; and
- ensure that the new arrangement does not reduce the benefit Ezypay obtains under our Agreement.

63 If you wish to cease operations or change the control or management of your business or any part of it, You must:

- give us sixty (60) days prior notice in writing; and
- ensure that the new arrangement does not reduce the benefit Ezypay obtains under our Agreement.

64 If you give notice of change of ownership, control or management, We may:

- decline to perform the Agreement with the new operator; and
- after thirty (30) days written notice, terminate our Agreement.

65 If we do not terminate the Agreement within sixty (60) days of you notifying the change,

- when the change happens, this Agreement will be deemed to be assigned to the new operator as Principal; and

- when the change happens, the new operator will have the same rights and obligations as you under this Agreement.

66 We may:

- refrain from accounting to the new operator until we receive satisfactory evidence of the change in ownership, control or management;
- refrain from accounting to the new operator until we see properly amended ASIC records or business name records;
- charge you for any legal or other fees we incur as a result of you selling or otherwise changing the ownership of your business; and/or
- hold your funds for a reasonable period to deduct any Fees or other amounts owed to us.

Guarantee of your obligations under our Agreement**What is guaranteed by each Guarantor****67 Each Guarantor unconditionally and irrevocably guarantees to us:**

- your compliance with our Agreement;
- the payment on demand of any monies owing by you to us under our Agreement; and
- the indemnities provided by you in our Agreement.

68 If this Agreement is terminated,

- this Guarantee continues to bind each Guarantor.

What happens if we need to call on this Guarantee**69 If there is a breach, failure to pay money or indemnity provided under our Agreement, We may:**

- seek recovery from one or more of the Guarantors;
- pursue any amount subject to the Guarantee as a debt due by a Guarantor;
- claim damages against a Guarantor;
- pursue a Guarantor even if we have not sued you; and/or
- pursue a Guarantor even if we still have further rights or remedies against you.

What happens if you use Online DDR forms

70 If you use Online DDR forms,
You must:

- ensure that each of your staff are enrolled on our Online system and have a unique user name and password; and
- accurately identify all Customers before submitting an Online DDR for that Customer by sighting photo identification or using another method of identification accepted under our [Identity and Access Policy](#).

71 If you submit an Online DDR,
You must:

- tell us if you have a DDR signed by a Customer;
- tell us if you are establishing a new Customer with the Online DDR;
- tell us if the Customer, under your supervision, is submitting the Online DDR; and
- if requested by the Customer, provide the Customer with a printed copy of the Online DDR and our Customer terms and conditions.

72 If you use an Online DDR to establish a new Customer and have chosen to obtain the Customer's signature on the DDR,
You must:

- if requested, provide us or the Customer with a copy of the signed DDR within two (2) working days.

73 You must not:

- use Online DDRs for Customers for who you do not have an ongoing relationship;
- use Online DDRs for services which have a significant opportunity for fraud; or
- allow your staff to disclose their unique user name and password to any other person.

74 If we suspect fraud by any person in connection with an Online DDR,
We may:

- cease or halt any Direct Debit; or
- reject any Online DDR.

What happens if you use the Direct Debit Gateway

75 **If you use the Direct Debit Gateway,** You must:

- accurately identify and validate a Customer on our secure website as soon as you sign them up;
- identify and validate the Customer in accordance with our [Identity and Access Policy](#) or as otherwise directed; and
- accept all risk and responsibility for the identification of Customers.

You must indemnify us for:

- any fraud in relation to the Direct Debit Gateway;
- any errors, technological or otherwise in relation to the Direct Debit Gateway;
- any Failed Transactions arising through use of the Direct Debit Gateway;
- any loss arising from your failure to properly identify Customers; and
- any other matter arising from use by you or your Customers of the Direct Debit Gateway.

76 **If you use the web-services version of the Direct Debit Gateway,** You warrant that:

- your website is properly secure;
- your website is Payment Card Industry compliant; and
- you will, if requested, provide evidence of compliance to us on a quarterly basis.

Miscellaneous matters

77 **We both acknowledge that:**

- our Agreement is governed by the laws of Hong Kong;
- we will both, failing any alternative dispute resolution attempts, go to the Courts of Hong Kong for resolution of any dispute;
- if any part of our Agreement is held to be illegal or invalid, then only the illegal or invalid part will be void and the rest of our Agreement will remain in full force and effect;
- if either of us does not require performance at any time of an obligation under this Agreement, we will still be able to seek to enforce that obligation if we choose;
- if either of us does not enforce a breach of our Agreement, this does not mean that a further breach of the same kind is excused;
- where either of us 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;

- 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;
- this Agreement contains the entire agreement between us and, except for the purposes of clause 13, supersedes all previous agreements, discussions or understandings between us in relation to the matters covered in our Agreement; and
- our Agreement will apply to our respective successors, permitted sub-contractors and assigns.

78 We may:

- assign our Agreement after giving you thirty (30) days prior written notice;
- amend these Terms and Conditions by posting an updated version on the secure part of our website; and
- amend the Fee Schedule by posting an updated version on the secure section of our website.

79 You must not:

- assign our Agreement except as provided for in clauses 64 to 68; or
- take any action to sell or change any part of your business which reduces the benefit Ezypay obtains under our Agreement.

80 Any amended versions of the Terms and Conditions or the Fee Schedule will form part of our Agreement if:

- we post the amended version on our website;
- 14 days after posting, you have not objected; and
- you continue to use our Services,

but this will not impact on:

- terms and conditions which have been the subject of specific agreement between us.

81 Where the expression "We may" is used in our Agreement, it means that:

- we have the right referred to but no obligation to exercise the right;
- the right may be exercised at our discretion;
- you acknowledge and agree that we have the right; and
- you authorise us to exercise the right if we choose.

- 82** Where the expression “You may” is used in our Agreement, it means that:
- you have the right referred to in the way described directly above.

Definitions

Access Pack means refers to additional services we provide to you, if in our sole opinion it is economical to do so, including extended customer service hours as determined by us from time to time, an attempt to contact customers with rejected DDR forms, historical data provided on our secure website, additional monthly reporting as specified by us from time to time and an SMS of your distribution estimate.

Agreement refers to the Agreement between us and you consisting of:

- a) the Application form
- b) the Fee schedule
- c) these Terms & Conditions
- d) the policies referred to in these Terms & Conditions and available on the secure part of Ezypay's website <https://www.ezypay.com>; and
- e) any further conditions agreed in writing by us and you from time to time.

Application form refers to our Ezypay Application Form.

Chargeback refers to 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.

Collection Day means the day on which we will debit the Customer's account for payment.

Customer refers to a customer of yours.

Customer Payments refers to amounts payable to you from the Customer by Direct Debit.

Customer Set-up Fee refers to the fee payable by you or the Customer to set-up each new Customer on our system.

DDR means a Direct Debit request in our required form.

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

Direct Debit Account means the business account held by you and debited 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).

Direct Debit Amount refers to the specified amounts of Customer Payments to be debited by us at intervals agreed between you and the Customer.

Direct Debit Gateway means the online Customer Initiated Direct Debit (CIDD) system, in either the "iframe" version or the "web services" version, as the case may be.

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

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

Failed Transaction before or after it is processed by us for reasons outside of our control, and includes without limitation Chargebacks, Reversals, Failed Payments and any other reversal, chargeback or disputed payment.

Fees refers to the fees and rates payable by you to us as described in the Agreement including in the Application Form, these Terms and Conditions and the Fee Schedule.

Fee Schedule means the Schedule included in the Application Form and/or the separate outlining general fees and charges as part of the Fees.

Guarantee means the guarantee provided on the Application Form.

Guarantor means the person in the "Guarantor Details" field in the Application Form.

iconnect360 means the software owned by iconnect360 Sdn.Bhd.(906629-A) of Malaysia (formerly known as Goodwill Digital Sdn.Bhd.(906629-A) of Malaysia) and distributed by Ezypay in accordance with the iconnect360 Terms and Conditions.

iconnect360 Application Form means the application form completed by a Principal to seek licence to use iconnect360 and associated services such as data migration and implementation.

iconnect360 Fee Schedule means the schedule included in the iconnect360 Application Form and/or a separate schedule outlining general fees and charges for licence to use iconnect360 and associated services such as data migration and implementation.

iconnect360 Terms and Conditions means the terms and conditions of software licence which a Principal must adhere to in order to use iconnect360 and its associated services such as data migration and implementation.

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

Initial Term means, unless otherwise agreed, a term of the length specified in the Application Form and commencing on either:

- the date of the first Direct Debit transaction processed by Ezypay pursuant to the Agreement; or
- if no such transaction is processed by Ezypay within 3 months after
- this Agreement begins, the date we process the Application Form.

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.

Minimum Transaction Amount means a minimum amount of direct debit transactions which must be processed by us on your behalf on a monthly basis and which may be recorded on the Application Form and/or the iconnect360 Application Form.

Minimum Transaction Fee refers to a minimum amount payable to us to cover the cost of providing the Services.

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

Principal refers to the person or entity in the "Principal Details" field 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 Principal, unless the context requires otherwise.

Refund Policy refers to the refund policy issued 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 refers to those services specified in clause 7 of these Terms and Conditions.

Software means our Business Management System.

Term means the Initial Term or a renewal of the Initial Term by operation of clause 11 or 12, as the case may be.

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

FEE SCHEDULE

- 1 A Minimum Transaction Fee is payable by the Principal to Ezypay as follows:
 - a) In the case of "On Demand" accounts: as quoted
 - b) In the case of "Online" accounts: \$1.02 for Bank, \$1.32 for Credit Card and \$2.50 for AMEX/Diners transactions; and
 - c) In the case of "Original" accounts: \$1.66 for Bank, \$1.89 for Credit Card and \$2.50 for AMEX/Diners transactions

 - 2 If a Direct Debit fails, the following Failed Transaction Fees will be charged by Ezypay:
 - a) In the case of "on Demand" – "Vendor Integration" accounts: \$2.50, charged to the Customer for the first two sequential Failed Transactions, however on the third sequential failure all outstanding Fees, and all further Fees, may be charged to the Principal until a successful payment is achieved;
 - b) the case of "On Demand" accounts: \$2.97 charged to the Principal;
 - c) in the case on "Online" accounts: \$13.08, charged to the Customer; and
 - d) In the case of "Original" accounts: \$17.85 charged to the Customer. Scheduled Direct Debit Amounts may be suspended until the outstanding amount is recovered. Once the amount is recovered, direct debits will resume and outstanding amounts added to the next scheduled debit.

 - 3 If a Direct Debit fails due to the Principal providing Ezypay with incorrect account details and Ezypay is required to write a cheque to the Principal, then (on each instance that this occurs after the first instance) the Principal will be charged a Fee of \$25.00.

 - 4 Fees for AMEX or Diners transactions will be charged at a default rate of 7% of the transaction value, if Ezypay processes any of these payment types without having an alternative rate quoted and approved by Ezypay.
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- 5 In the case of "Online" and "On Demand" accounts, if the Principal directs Ezypay to make a manual variation to a DDR, via phone, fax or email then the Principal will be charged a Fee of \$11.44 per instance.
- 6 If the Principal requests Ezypay to undertake any ad-hoc or non-standard reporting or information technology support, then the Principal will be charged at a rate of \$180.00 per hour, to be charged in one hour increments.
- 7 If the Principal requests Ezypay to refund a Customer on its behalf (other than due to a mistake or error on behalf of Ezypay) then a fee of \$25.00 per refund will be payable by the Principal.
- 8 In the case of "Online" and "On Demand" accounts or for special mail services for "Original" accounts, if the Principal requests Ezypay to undertake mail communication on its behalf (including in the fulfilment of these services) then a fee of \$2.50 will be payable by the Principal for each piece of mail communication.
- 9 If Ezypay is nominated and authorised to obtain updated credit card details of the Customers on the Principal's behalf, Ezypay will charge the Principal \$1.50 for each Customer record managed.
- 10 A fee for the Access Pack will be charged at \$9.95 per week. For the avoidance of doubt this fee will be charged whether these services are utilised or not, until such time that Ezypay is given written notice to cancel the service.
- 11 Ezypay may charge a data handling fee of up to \$3.00, per customer payable quarterly by the customer.
- 12 Charge the data handling fee, payable for the quarter prior, in October, January, April and July each year.
- 13 Ezypay may charge a fee of \$0.55, for the pre-debit SMS notification service, payable by the customer three working days prior to each debit.

Our contact details are as below.

Company Name	ICONNECT360 LIMITED
Trading Name	EZYPAY PTY LTD
Business Registration Number	2019064
Website	https://www.ezypay.com
Address	25/F, Workington Tower 78 Bonham Strand Sheung Wan, Hong Kong
Phone	800 933 873 (Toll Free)
Customer Support	asia.help@ezypay.com
IT Support	asia.help@ezypay.com
Sales	hello@ezypay.com

EZYPAY

A: 25/F Workington Tower, 78 Bonham Strand, Sheung Wan, Hong Kong

E: asia.help@ezypay.com **P:** 800 933 873