

Important:

In accordance with LatitudePay's notice to all Merchants on 24 February 2023 and the notice on the Website on 3 March 2023, the terms and conditions for LatitudePay are changing. This version of the terms and conditions will apply from 12 April 2023.

For the current terms and conditions go to www.latitudepay.com/merchant-terms-conditions/

Terms & conditions

For merchants

Version: 12 April 2023

This document sets out the terms on which LatitudePay Australia Pty Ltd (ACN 633 528 873) (**LatitudePay**) offers an online service to selected (**Merchants**), who offered their customers (**Customers**) the ability to pay for goods or services purchased from the Merchant by way of instalments, through credit provided to the Customer up to 11 April 2023 by LatitudePay. The Service ceased to be available for Customers to make new Transactions after 11 April 2023.

When you registering as a Merchant, you acknowledged and agreed to be bound by the Agreement.

Introduction

1. LatitudePay ceased accepting new Customer registrations to use the Service after 28 February 2023 and the Service ceased to be available for registered Customers to make new Transactions after 11 April 2023.
2. In summary, the Service operated as follows up until 11 April 2023:
 1. a Customer registered with LatitudePay to use the Service up until 28 February 2023;
 2. the Customer identified a Merchant that was offering the option to pay for goods and services using a LatitudePay Service; and
 3. if the Merchant confirmed that the Customer could use the Service to pay for goods and services from that Merchant, then the Customer would apply for credit to pay the Merchant;
 4. if the Customer's credit application was approved by LatitudePay, then the Customer and the Merchant each received a confirmation from

LatitudePay, following which the transaction between the Customer and the Merchant would be completed.

3. The above steps were carried out online on the LatitudePay Website (except for the transaction between the Customer and the Merchant). The terms on which LatitudePay provided the Service to Customers are set out on the Website.
4. This Agreement constitutes the entire agreement between you and LatitudePay in relation to the provision of the Service by LatitudePay. For the avoidance of doubt, neither party will act as or represent themselves to be the agent of the other party. Neither party has the authority to make any agreement, representation or warranty or to agree to any condition on behalf of the other. You will refer the Customer to LatitudePay to satisfy the Customer's enquiries (if any) in respect of his or her obligations relating to the Service.

Registration as a Merchant

5. In order to access and use the Service, you must register as a Merchant by completing the Merchant Application. The Merchant Application will collect personal information from you, which will be used by and disclosed by LatitudePay, on the terms set out in the Credit Reporting and Privacy Policy specified on the Website, which you agree will be binding on you. You also agree to LatitudePay using the information collected (including personal information) to complete a Commercial Credit Check in order to assess your eligibility for the Service. LatitudePay reserves the right not to register any person as a Merchant if that person has not completed the registration process to LatitudePay's satisfaction.
6. After 11 April 2023, you must not promote the Service to Customers. From this time LatitudePay withdraws any previous license for you to use LatitudePay's name, brand and marketing materials to promote the use of the Service to potential customers of LatitudePay
7. You will support the Service in your Stores in accordance with this Agreement but you must not promote the Service in your Stores after 11 April 2023.
8. LatitudePay may suspend your registration as a Merchant at any time by notice to you (including to address any security issues, concerns regarding your financial condition or any adverse finding following a LatitudePay review. LatitudePay may terminate the Agreement or suspend your registration at any time by notice to you (1) if LatitudePay reasonably believes that you are not complying with the Agreement or any other contractual agreement which you have with LatitudePay or its Related Entities, (2) if you have engaged in conduct which is unlawful or which in LatitudePay's opinion is unsatisfactory because (a) it is adverse to the interests, business or reputation of LatitudePay or (b) is in substantial non compliance with requests made of you by LatitudePay in connection with your obligations under the Agreement; (3) if you cease to carry on business or you (or any of your directors) become bankrupt or otherwise insolvent or appear likely to do so or (4) if an administrator, receiver or scheme administrator is appointed to you, and that

administrator, receiver or scheme administrator does not accept personal liability for the ongoing supply of services by us within 3 business days of our request that they do so; (5) if the law allows or requires us to do so; or (8) in accordance with the Merchant Pricing Offer. You may terminate the Agreement on written notice: (1) if LatitudePay has committed a material breach of its obligations under this Agreement and has failed to remedy that breach within 30 days of being notified in writing that you require LatitudePay to remedy such breach or (2) in accordance with the Merchant Pricing Offer.

9. This Agreement will continue until 14 June 2023 when it will automatically terminate. If your registration is terminated or suspended earlier, these terms will continue to apply in respect of any Transaction which you have completed with a Customer. On termination or suspension, you must comply with the relevant requirements set out in the Merchant Operating Guide. Clauses 18-22 (inclusive), 25 to 30 (inclusive), 33 to 36 (inclusive), 40, 41, 43, 44 and 45 survive the termination of this Agreement.
10. New Customer registrations ceased to be accepted by LatitudePay after 28 February 2023 and the Service ceased to be available for registered customers to make new Transactions after 11 April 2023.
11. You must not have any mentions of LatitudePay (including as applicable LatitudePay+) or the Service to a Customer or your own website or other online portal. By doing so, you are making an irrevocable offer to the Customer to enter into the Transaction on the basis of the payment details you provide, subject only to the Customer's application for credit being approved. The Customer will not be able to accept your offer (thereby making the Transaction binding as between you and the Customer) unless the Customer's application for credit is approved. Once the credit application is approved, the Customer will be able to accept your offer by providing the Customer's payment details to LatitudePay, following which both you and the Customer will simultaneously be notified when the Transaction has been completed. You acknowledge and agree that if you receive this confirmation, you will complete the transaction with the Customer and will deliver or provide the relevant goods and/or services to that Customer.
12. Applicable to Transactions processed up to 11 April 2023: LatitudePay will pay to you an amount equal to the Transaction Value less the Fees (plus GST) and any Third Party Costs which will be deducted at the time that LatitudePay settles the Transaction with you. The Fees % will be set out in the Merchant Pricing Offer and calculated as a % of the total Transaction Value.
13. You agree to accept the amount payable by LatitudePay under clause 12 in respect of a Transaction, as full and final payment by a Customer of that Customer's payment obligations (or part-payment obligations, if relevant) in respect of the Transaction.
14. You acknowledge and agree that on behalf of yourself and your relevant persons, that you and your relevant persons:

1. may only promote the Service for so long as you are registered as a Merchant and you must not promote the Services at all after 11 April 2023;
2. have the right to refuse a Customer's request to use the Service to pay for any Transaction;
3. LatitudePay may appoint other persons as Merchants from time to time, including persons with businesses that compete with your business;
4. access to and use of the Website is subject to the terms and conditions set out therein;
5. will fully cooperate with LatitudePay to promptly resolve all disputes with Customers;
6. will comply with the requirements of Schedule 2 to the Competition and Consumer Act 2010 (Cth) and any applicable sale of goods legislation and will only use suitably qualified and trained personnel in the provision of products and services which are the subject of a Transaction;
7. you will comply with the Merchant Operating Guide (which includes details of the mandatory minimum standards for merchant and retail partners as per AFIA Code of for Buy Now Pay Later Providers) with respect to all Transactions and undertake to follow the procedures in the Merchant Operating Guide whenever taking any action in connection with the Service;
8. will comply with all standards, obligations and legislation relevant to the provision of the products and or services which are the subject of a Transaction and hold (and shall provide satisfactory evidence on request for) all necessary registrations, licences and approvals under relevant legislation to provide the relevant products and services to Customers;
9. will hold current professional indemnity, public liability and or product liability insurance to the greater of the minimum required as requested by LatitudePay at the time of executing this Agreement or by any professional association or registration body to which You belong (as applicable); and
10. will maintain a fair and equitable policy for the exchange and return of goods and promptly resolve of complaints raised by Customers in respect of the services or products provided by you (or as a result of a Transaction facilitated by you) to Customers.

Fees and Charges

15. Latitude will charge the Fees to you for the use of its Service to pay for products and/or services which are sold by you to a Customer. The Fee % will be set out in your Merchant Pricing Offer and calculated as a % of the total Transaction Value. LatitudePay may, subject to the terms of the Merchant

Pricing Offer and this Agreement, adjust any fees and charges payable by you by written notice (including by email) to you at any time.

16. You acknowledge and agree that:

1. you cannot charge a Customer any additional fees or other amounts (including, for example, higher prices for goods/services) for having used the Service to pay for a Transaction. In the event that LatitudePay is required by law to permit the Fees to be charged to Customers, you agree that LatitudePay shall charge the Customer the Fees or any part thereof on your behalf; and
2. you have no right to seek any payment from the Customer in relation to a Transaction (except where the credit provided by LatitudePay is provided in part-payment) regardless of whether LatitudePay makes payment to you in respect of that Transaction under clause 12 or not.
3. LatitudePay has the right to decline to pay or withhold from you the amount of any Transaction or of any indebtedness in respect of the Service if:
 - (i) the Customer does not exist or denies knowledge of the Transaction;
 - (ii) the Customer asserts in good faith (together with accompanying evidence) any defence, claim, set off or counterclaim in relation to the Transaction (for example the goods and services were not delivered or supplied, or were delivered and supplied but are damaged or faulty;
 - (iii) there is a case of fraud;
 - (iv) you or your relevant persons did not comply with the Agreement or any other reasonable instruction provided by LatitudePay in respect of the Service and LatitudePay suffered a loss as a result;
 - (v) the Transaction was submitted in a way that is structured to avoid your obligations (for example the payment of the Fees) under the Agreement;
 - (vi) the Transaction is illegal;
 - (vii) the financial condition of you or your relevant persons so warrants or Customer complaints against you or your relevant persons are of a number or type unacceptable to LatitudePay acting reasonably;
 - (viii) the Transaction is processed after 11 April 2023; or
 - (ix) LatitudePay is determining whether the circumstances in paragraph (i) to (vii) inclusive is occurring or has occurred.

17. You acknowledge and agree that clauses 13 and 16 are for the benefit each Customer and LatitudePay may, on your behalf, compensate a Customer for any loss suffered by that Customer as a result of any failure by you to comply

with those clauses, and you must fully indemnify LatitudePay for all such payments made and any associated costs and expenses.

Returns and Refunds

18. LatitudePay will process a refund to a Customer in accordance with this Returns and Refunds section provided LatitudePay is notified that you have approved the refund through the process set out in this Agreement.
19. For refunds processed up until 14 June 2023:
 1. You should access the “refund request” section available online in the LatitudePay dashboard or send a refund request via the API and comply with any instructions in the Merchant Operating Guide.
 2. You must not issue a refund by cash or another payment mechanism to the Customer where the Transaction was financed through the Service.
 3. If you process the refund via the LatitudePay dashboard, you will need to search the relevant Customer and select the “process refund” button on the individual Customer screen. By selecting the “process refund” button or processing the refund request via the API, you are irrevocably instructing LatitudePay to refund the Customer.
 4. Once you have selected the “process refund” button or process the request via the API, LatitudePay will cancel the relevant Transaction (or part thereof). LatitudePay will calculate how much to refund back into the Customer’s bank account or credit card (this will depend on how many instalments they have paid and the remaining balance owed by the Customer). LatitudePay will email the Customer with details of the refund.
 5. Once you have selected the “process refund” button” or processed the request via the API, you must repay to LatitudePay the Transaction Value in the event the Transaction is cancelled or in the event of a partial refund, the Partial Refund Value. You will see a specific section on refunds which will be itemised.
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20. For refunds needed after 14 June 2023:
 1. You will need to arrange directly with the Customer to issue any refund by cash or another payment mechanism.
 2. You must not require or force a Customer to accept a refund as store credit where the Transaction was financed through the Service.
21. For all refunds:
 1. All amounts which you are required to repay must be repaid by you to LatitudePay within 5 days of processing the refund pursuant to the Agreement.
22. No Fees will be refunded by LatitudePay to a Merchant in the event of a refund or a return.

Warranties

23. You warrant to LatitudePay that:

1. all information provide by you or your relevant persons to LatitudePay is true, accurate, and complete when given;
2. you will promptly provide LatitudePay with updated information (including contact information) if any such information has changed from the time you registered as a Merchant;
3. you and your relevant persons will comply with the Merchant Operating Guide with respect to all Transactions and undertake to follow the procedures in the Merchant Operating Guide whenever taking any action in connection with the Service;
4. you and your relevant persons have not done and will not do anything to prevent any amounts owing on a Transaction from being valid and enforceable against the relevant Customer;
5. you will to the best of your ability review, complete and process any information related to Transactions accurately and completely in accordance with the Merchant Operating Guide, and with all applicable laws and regulations;
6. all products and/or services supplied by you or your relevant persons must comply with all applicable laws and scheme regulations and must not be illegal within the jurisdiction in which they are sold;
7. all products and/or services the subject of a Transaction correspond with the description set out in the relevant sales voucher, were of merchantable quality, and were fit for any particular purpose which the Customer made known to you or your relevant persons;
8. where products the subject of a Transaction were sold by reference to a sample, the goods corresponded with the sample in quality, the Customer has been given a reasonable opportunity of comparing the goods with the sample, and the goods are free from any defect rendering them unmerchantable that would not be apparent on reasonable examination of the sample; and
9. you will comply with all standards, guidelines, obligations and legislation relevant to the provision of products and/or services supplied by you or your relevant persons as well as to the utilisation of the Services and any Transactions utilising the Services.

Right to Profit

24. You acknowledge and agree that LatitudePay and its Related Entities may be paid a commission or other financial benefit by the person providing funding for the Loan in connection with any Loan or Transaction, if applicable.

Liabilities and Indemnity

25. You acknowledge and agree, in respect of LatitudePay, and its Related Entities and their respective employees, directors, officers, agents and contractors (together, LatitudePay relevant persons), that none of the LatitudePay relevant persons will be liable in respect of:
1. any failure to provide the Service or otherwise to comply with this Agreement, if the failure or non-compliance is caused by events beyond its reasonable control; or
 2. any failure of any Customer to be offered a Loan at any time.

Nothing in this clause 25 or these terms limits any rights you may have under the Competition and Consumer Act 2010 (Cth) or any other applicable legislation. This clause 25 is the for the benefit of each LatitudePay relevant person and LatitudePay may, on your behalf, compensate a LatitudePay relevant person for any loss suffered by them as a result of any failure by you to comply with this clause 25 and you must fully indemnify LatitudePay for all such payments made and any associated costs and expenses.

26. You acknowledge that the LatitudePay Platform may not be available at all times and that LatitudePay will not be liable to you for any loss of profit or opportunity (however described) arising from any inability to access the Website at any time.
27. LatitudePay will not be responsible or liable to you for any indirect, or Consequential Loss or damage suffered or incurred by you.
28. LatitudePay's liability for all claims for loss or damage of any kind, in contract, tort (including negligence) under any statute or otherwise arising in connection with
1. a Transaction is limited to an amount equal to the Fees payable in respect of that Transaction; and
 2. all other liability in connection with the Agreement is limited to an amount equal to the total of all Fees paid by you to LatitudePay in the 12 month period preceding the claim.
29. LatitudePay may set off any amount owing by you against any amount payable to you under this Agreement.
30. You agree to be responsible for a breach of the Agreement by you and your relevant persons (as if they were a party thereto) and to indemnify LatitudePay and its Related Entities against all losses, costs or claims resulting from or arising out of:
1. the supply by you or your relevant persons of products and services, the purchase of which was financed through the Services (including any product liability or warranty claim relating to those goods and or services);
 2. any false or misleading representations by you or your relevant persons in connection with the promotion of the Services;
 3. fraud or wilful misconduct of you or your relevant persons;

4. any breach by you of any warranty, undertaking or other provision of this Agreement;
5. Your negligent act or omission and any negligent act or omission of you or your relevant persons in the performance of their duties or obligations under this Agreement;
6. your fraud or error or any fraud or error of your relevant persons in the performance of their duties or obligations under this Agreement;
7. any use of the LatitudePay system by someone using a password, username or other personalized method of access provided to you by Latitude;
8. any unauthorized access or use of information caused by your failure to comply with your obligations under the Agreement and
9. any contravention of any privacy, fair trading, door to door sales or other legislation (to the extent such laws impose obligations on you in performing your obligations under this Agreement) which is committed or caused by you or your relevant persons,

except to the extent that such loss, cost or claim results from or arises out of the fraud or wilful misconduct of LatitudePay or its employees, contractors or agents.

Communications

31. Latitude may provide you with communications in relation to these terms, including notices, by mail or in an electronic form, including by email and text messages.
32. 33. You must provide notices to LatitudePay by email to the email address below. If you have any questions about the Service or these terms, please contact LatitudePay as follows:
Email: support@latitudepay.com

Ownership and Security of Customer Information

33. You acknowledge and agree that LatitudePay is the sole owner of all Customer Information, credit data and Customer Credit Contracts and all related data, information, all systems, software, documents and forms of any type and in any media relating to the Service and any copyright or other intellectual property rights arising in any of them.
34. You agree that you must:
 1. not directly or indirectly disclose any Customer Information to any person (including third party suppliers) without first obtaining LatitudePay's written consent, except where required by law;
 2. not make records of any Customer Information, or allow records to be made, including in relation to your use of the LatitudePay Platform except to the extent necessary to fulfil your obligations under this Agreement;

3. destroy any records of Customer Information after the records are no longer required to be kept in order to comply with this Agreement or law;
 4. not use any Customer Information, except to the extent necessary to fulfil your obligations under this Agreement;
 5. use your best endeavours to ensure that any Customer Information is kept under your effective control and is secure from theft, loss, damage and unauthorised access, use and disclosure;
 6. notify the LatitudePay in writing immediately (i) of any disclosure of Customer Information to a third party, whether or not in accordance with this Agreement; or (ii) if you become aware of any actual, suspected, likely or threatened theft, loss, damage or unauthorised access, use or disclosure of any Customer Information;
 7. comply with all relevant laws, including the Privacy Act, with respect to Customer Information (if any) LatitudePay discloses to you.
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Access to the LatitudePay Platform

35. Access to the LatitudePay online platform (**LatitudePay Platform**) to access the Service is subject to the terms and conditions set out in this clause:

1. The LatitudePay Platform and copyright therein is and will remain the property of LatitudePay. The access granted to the LatitudePay Platform will only constitute a non-exclusive licence to access (but not to copy, modify, or otherwise interfere with) the LatitudePay Platform.
2. The LatitudePay Platform will comprise such information and processes and be available for such days and hours as LatitudePay decides.
3. Latitude may alter or modify the LatitudePay Platform without notice to you and in LatitudePay's sole and unfettered discretion.
4. You will pay all expenses incidental to your use of the LatitudePay Platform and your compliance with the terms of this clause 35 including in respect of any equipment or software required to operate the Service.
5. You must ensure that access to the LatitudePay Platform is restricted to authorised persons, including by undertaking reasonable security measures to keep usernames and passwords secure and by ensuring that any equipment is installed with appropriate security measures and software.
6. LatitudePay excludes all conditions, warranties and representations relating to the supply of goods or services to the extent permitted by law. To the extent that LatitudePay's liability cannot be excluded, its liability will be limited to replacement or repair of the goods, supply of replacement goods or services or payment of the cost of doing so, at LatitudePay's option.

7. The API key provided for the use of Service on your website must only be used by you for the websites accredited by LatitudePay for use with the Service under this Agreement.
8. You acknowledge and agree that to the extent reasonably practicable, integration and API's connecting to the LatitudePay Platform will permit and provide to LatitudePay all product details data relating to the Transaction including details of the goods and or services and the price payable by the Customer.
9. You warrant and agree that you:
 1. will not input information into the LatitudePay Platform or through using the LatitudePay Platform, or provide any information to LatitudePay which you know or ought to know is false;
 2. will not authorise any agent to use the LatitudePay Platform unless the agent is approved by LatitudePay;
 3. will not use the LatitudePay Platform except for the purposes of accessing it in accordance with the terms of this agreement;
 4. will take all steps, which a reasonably prudent owner of a computer system would take to protect its equipment and software from computer viruses and will not hold LatitudePay responsible for any damage caused by any computer virus;
 5. will not make any claim against LatitudePay if for any reason during the term of this Agreement access to the LatitudePay Platform fails or is denied as a result of events or circumstances, which are beyond LatitudePay's control;
 6. will comply with all reasonable directions of LatitudePay in respect of the LatitudePay Platform and its use.

Confidentiality

36. Neither party may disclose any information (whether identified as confidential or whether by its nature is deemed confidential information) provided by the other party in relation to this Agreement (including the applicable amount or rate of any fees) or the Services to any other party except (i) as contemplated by the Agreement to enable LatitudePay to provide the Services, (ii) to those Related Entities who need to know and are bound by equivalent obligations of confidentiality, (iii) where required pursuant to a legally enforceable order, direction or other regulation, (iv) where the information is available to the public generally (except as a breach of this clause) or (v) with the other party's consent. Provided that LatitudePay may disclose information in relation to this Agreement (including the terms of this Agreement and the applicable amount or rate of the Fees and associated Transaction data to any of your or LatitudePay's Related Entities.

Amendments to Agreement

37. Subject to clause 15, LatitudePay may modify these terms, and the way in which LatitudePay provides the Service, at any time by notice on the [merchant terms & conditions page](#). You should check the merchant terms and conditions section of the Website regularly. Any such variations will take effect immediately if the variation is necessary to prevent fraud or ensure compliance with any applicable laws. All other variations shall take effect from such date specified in the notice which shall be not less than 30 days from the date of the notice.

Assignment and Change of Ownership

38. You may not transfer or assign any of your rights or obligations under these terms without LatitudePay's prior consent. LatitudePay may transfer or assign all and any of its rights under these terms to any person, without requiring your consent.
39. You will notify LatitudePay as soon as reasonably practicable of (a) any sale or transfer of your business, (b) if you are a partnership, the retirement or admission of any partner; and (c) if you are a company, any change of 25% or more in the beneficial ownership of any of your issued capital or the control of your company
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Governing Law and Miscellaneous

40. This Agreement is governed by Victorian law. The parties submit to the non-exclusive jurisdiction of the courts of Victoria in respect of all matters arising under or in connection with this Agreement.
41. If
1. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions will remain valid and be enforceable and construed as if such invalid provision were never a part of the Agreement.
 2. a party is affected by a Force Majeure Event, that party must promptly give the other written notice of the Force Majeure Event, including an estimate of its likely duration, the obligations affected by it and the steps taken to rectify it. LatitudePay's obligations under this Agreement are suspended to the extent to which they are affected by the Force Majeure Event as long as the Force Majeure Event continues.
42. If you are a trustee of a trust, you confirm that you have power under the trust deed and it will not constitute a breach of trust to enter into this Agreement and perform all obligations under it and that you are liable for the performance on your obligations under this Agreement both in your own capacity and in your capacity as trustee of that trust.
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Goods and Services Tax

- 43.
1. Any reference in this clause to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* is, unless the context

indicates otherwise, a reference to that term as defined or used in that Act.

2. Unless expressly included, the consideration for any supply made under or in connection with this Agreement does not include an amount on account of GST in respect of the supply (**GST Exclusive Consideration**) except as provided under this clause.
3. Any amount referred to in this Agreement (other than an amount referred to in clause 43(h)) which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.
4. To the extent that GST is payable in respect of any supply made by a party (for the purposes of this clause 43, the Supplier) under or in connection with this Agreement, the consideration to be provided under this Agreement for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
5. The recipient must pay the additional amount payable under clause 43(c) to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
6. The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under clause 43(d) or at such other time as the parties agree.
7. Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Agreement the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under clause 43(e), the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
8. If one of the parties to this Agreement is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this Agreement, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the party being reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with clause 43(d).
9. For the purposes of satisfying the requirements of the GST legislation and any additional requirements as determined by the Commissioner of Taxation from time to time, the parties agree that:

1. We can issue Recipient Created Tax Invoices for any supply made by you to us under this Agreement. You will not issue a Tax Invoice in respect of any supply by you to us under the Agreement unless we notify you that we will not be issuing a Recipient Created Tax Invoice for that supply
2. We are registered for GST purposes when this Agreement is entered into. We will notify you in the event that we cease to be registered for GST purposes or cease to satisfy the requirements for issuing Recipient Created Tax Invoices as set out in the GST legislation or as determined by the Commissioner of Taxation from time to time.
3. You are registered for GST purposes when this Agreement is entered into and you have notified us of your ABN. You will notify us in the event that you cease to be registered for GST purposes. If you cease to be registered, we will immediately cease paying GST to you in respect of any supplies made by you to us under this Agreement.
4. You agree to provide us with any relevant information required from time to time to assist us to issue each Recipient Created Tax Invoice required for the purposes of payment of GST under this Agreement.

Definitions

44. **Agreement** means these terms and conditions together with any policies and documents incorporated by reference including the Website Terms and Conditions, Privacy Policy and your Merchant Pricing Offer;

Business Day means a day other than a Saturday, Sunday, or statutory public holiday in Australia;

Consequential Loss means a loss which (a) does not arise naturally or in the usual course of things from a breach of this Agreement; or (b) which constitutes, or arises from or in connection with, a loss of revenue, profit, goodwill or business opportunity or damage or loss of business reputation, even if that loss arises naturally or in the usual course of things from a breach of this Agreement;

Credit Reporting and Privacy Policy means the then current privacy policy of LatitudePay specified on the Website;

Customer means a natural person who has registered as a customer with Latitude;

Customer Credit Contract means the agreement between the Customer and LatitudePay for the provision of credit using the Service to enable that Customer to pay for a Transaction;

Customer Information means information (including health information) about a Customer, and associated Transactions and Customer Credit Contract accessed or processed through the LatitudePay Platform;

Fees means the amount payable by a Merchant to LatitudePay in respect of each Transaction where the Customer pays for some or all of that Transaction using the Service as set out in the Merchant Pricing Offer (plus

the applicable GST) which for the avoidance of doubt excludes any Third Party Costs.

Force Majeure Event means an act, event, omission or other circumstance beyond a party's reasonable control which adversely affects or delays a party's observe or perform an obligation under the Agreement . including but not limited to, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem (other than one involving a party's employees), Internet service provider failure or delay, third party services, or acts undertaken by third parties, including without limitation, denial of service attack;

LatitudePay Platform has the meaning given to it in clause 35 and includes the Website;

Merchant means a supplier of goods and/or services who has registered with LatitudePay;

Merchant Pricing Offer means the merchant pricing offer attached as Part B to this Agreement as varied from time to time in accordance with this Agreement;

Merchant Operating Guide means the instructions and procedures to be followed by you in connection with the Service including in relation to the use of any online system, copies of which are made available on the Website, as amended from time to time by Latitude;

Partial Refund Value means in the case of a partial refund, the amount (including GST, if any) attributable to that part of the Transaction Value which has been cancelled and for which a refund has been processed pursuant to the Agreement;

Related Entity has the meaning given to "related body corporate" in section 50 of *the Corporations Act 2001 (Cth)*;

Service means the provision of a facility through which a Customer can apply to pay Merchants for goods or services, under a Consumer Credit Contract , which LatitudePay provides through the Website;

Stores means any stores, online or physical locations for the buying or selling of your goods and/services;

Third Party Costs means those fees and charges (net of any GST recovered by LatitudePay) that may be applied to a Transaction by a Merchant's ecommerce or payments processing service or solution.

Transaction means the transaction (including details of the goods, services and associated charges) entered into (or proposed to be entered into) between a Customer and a Merchant, where that Customer seeks to acquire good(s) and/or services from that Merchant and wishes to pay for some or all of the amount payable to the Merchant using credit pursuant to a Customer Credit Contract;

Transaction Value means the amount (including GST, if any) payable by the Customer to the Merchant in respect of a Transaction (and, where the Customer is part-paying the value of that Transaction using a Customer Credit Contract, means the amount of that part-payment). For the avoidance of doubt, the Transaction Value includes the aggregate amount payable by the Customer for all purchases and charges that form a Transaction;

your relevant persons means (a) your related bodies corporate, franchisees,

commercial partners, subcontractors, promoters, and service providers and (b) officers, directors, employees or agents of you and any entity in paragraph (a), your officers, directors, employees or agents; and **Website** means the website at www.LatitudePay.com or such other website as LatitudePay may from time to time operate to provide the Service.

Interpretation

45. In this Agreement:

1. headings are inserted for ease of reference only, and do not affect the interpretation of this Agreement;
2. references to the singular include the plural and vice versa;
3. references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
4. reference to any party includes its permitted assignee or transferee;
5. reference to the "liability" of a person include references to its liability under any cause of action, whether in contract, tort, or equity or under any enactment;
6. references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form; and
7. a reference to any legislation is a reference to that legislation as amended or replaced from time to time, and includes any regulations or legislative instrument made under it.
8. where you are made up of two or more persons and/or entities, then all references to you are references to each of those persons and/or entities, jointly and severally.