

# Zai Platform Services Agreement

## Effective as of 17th February 2024

### Previous Versions:

- [Platform Service Agreement effective from 1st November 2022](#)
- [Platform Service Agreement effective before 1st November 2022](#)

This Services Agreement (“**Agreement**”) is a binding legal agreement by and between Zai Australia Pty Ltd (“**Zai**”) and the entity or individual who agrees to or enters this Agreement (“**Customer**”). This Agreement sets out the terms and conditions which will govern Customer’s use of Zai’s Services, as defined below.

The Agreement is effective and legally binding on the date when Customer accepts the Agreement in writing or electronically, or otherwise uses Zai’s Services (“**Effective Date**”).

## 1. Purpose and Overview of Services

**1.1.** Zai provides services to platforms, marketplaces and their merchants/sellers to collect payment for goods or services, which may include, but are not limited to, receipt and processing of instructions related to payment by

debit/credit card and various account-to-account based payments including bank transfers, direct debit / mandate based payments, ACH payments (as defined below), and Faster Payments, as well as other services as more fully described herein, through Zai's front-end integration, the Zai Dashboard and Application Programming Interface ("**API**").

**1.2.** Customer desires to engage Zai to provide the Services, as defined below, in accordance with the terms and conditions set forth more specifically herein. In consideration of the promises and mutual agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

## **2. Definitions**

- "**Account**" means a depository account with a financial institution designated by Customer for the receipt of monies pursuant to this Agreement.
- "**ACH**" is an acronym for "Automated Clearing House" which, in Australia, includes the system for clearing and settling account-to-account payments, known as Direct Entry payments, via the Bulk Electronic Clearing System (BECS). ACH transactions are payments sent from or received by Accounts through the ACH networks.

- **“Affiliate”** means any company or other legal entity that controls, is controlled by, or is under common control with the subject entity.
- **“APIs”** is defined in **clause 1.1**
- **“Banking/Payment Arrangements”** means the arrangements between Zai and its banks or other financial institutions allowing it to receive amounts from the Buyers, including any applicable Card Scheme or other banking or payment industry rules or regulations.
- **“Card Acquirer”** means a recognised third-party financial institution or card scheme member which has an agreement with Zai to process the card related payment instructions received from the Customers and/or Platform Buyer and thereafter effect the payment of the relevant funds to the Customer and/or the Platform Seller.
- **“Card Network” or “Card Brand” or “Card Scheme”** means the network that powers credit card transactions. This includes, without limitation, Visa, MasterCard, American Express and Discover.
- **“Confidential Information”** is defined in **clause 9**.
- **“Collection Services”** has the meaning given to it in clause 1 of the Zai User Agreement.
- **“Currency”** means the coin and paper money of Australia or another country that is designated as legal tender and circulates and is customarily used and

accepted as a medium of exchange in the country of issuance.

- **“Customer IP”** means intellectual property in respect of which Customer owns or licenses the Intellectual Property Rights (including (without limitation) the Customer Marks).
- **“Customer Marks”** means the trademarks, service marks and/or logos of Customer (including its Affiliates, where applicable) as Customer, in its sole discretion, as set forth herein, may provide to Zai to be used in connection with this Agreement, if any.
- **“Customer’s Ledger”** means Zai’s digital ledger system that records the amount held for the Customer.
- **“Data Laws”** is defined in **clause 10.3**.
- **“Discloser”** is defined in **clause 9.1**.
- **“Exceptions”** is defined in **clause 3.9**.
- **“Faster Payments”** means account-to-account based payments that are processed via a payments network that facilitates near real time clearing and settlement between participating institutions and optional use of an alias for account details. This includes NPP Australia, a wholly owned subsidiary of Australian Payments Plus, and includes an account alias option, known as a PayID and a request-for-payment / pre-authorized payments service, known as PayTo.

- **“Funds”** means Currency or a claim that can be converted into Currency through a financial institution, electronic payments network, or other formal or informal payment system.
- **“Goods, Assets and/or Services”** means any goods, services or other property of any kind whatsoever (real, tangible or intangible) for sale or purchase, or sold or purchased, through a Platform and includes any and all rights with respect thereto.
- **“Intellectual Property Rights”** means all and any the rights and to intellectual property including (without limitation) the rights in and to trade marks, service marks, unregistered trade names, domain names, logos, get-up, patents, provisional patents, inventions (whether patentable or not), know-how, confidential information, utility models, registered and unregistered design rights, copyright, semi-conductor topography rights, database rights, rights in respect of any new or existing compilation of any data or information not covered under any existing copyright, any structured analysis, reports, application and any resulting know-how, use or any other results originating or following from or as a consequence of data being made available in respect of any of the aforementioned or part thereof, and all similar proprietary rights which may subsist in any part of the world including, (without limitation), any registration of such rights and applications and rights to apply for such registrations.

- **“Losses”** means any actions, third party claims (including without limitation that of the Customer’s Users), demands, losses, liabilities, damages, recoveries, settlements and/or costs (including attorney, accountant, and expert witness fees and costs), known or unknown, contingent or otherwise.
- **“Mandatory Reversals”** are payment reversals that can refund a Buyer up to the full amount of the Transaction as a result of the Transaction being unauthorised, unlawful, suspicious, fraudulent or a Prohibited Transaction, or a claim in respect of the Goods, Assets and/or Services, where Zai is required to refund under the terms of its Banking/Payment Arrangements or any law. This includes any “chargebacks” under the Banking/Payment Arrangements. Mandatory Reversals are usually initiated through the Buyer’s and/or Zai’s bank or financial institution.
- **“PCI Standards”** mean an approved version of the Payment Card Industry Data Security Standard.
- **“Person”** means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, or any similar entity by whatever name known, governmental entity, and a natural person in such person’s capacity as trustee, executor, administrator or other legal representative.

- **“Platform”** means Customer’s e-commerce internet site, software application(s) and API services (where applicable) where Platform Buyers and Platform Sellers who have registered with Customer are able to Purchase and Transfer Goods, Assets and/or Services.
- **“Platform Agreement”** means the agreement between Customer and its Platform Users setting forth the terms and conditions for the Purchase and Sale of Goods, Assets or Services, and or using the Customer’s Platform. Zai neither accepts nor assumes any liability for the rights or obligations of the Customer under a Platform User Agreement.
- **“Platform Buyer”** means a third party who purchases, or offers, attempts or agrees to purchase, any Goods, Assets or Services from the Platform Seller via the Platform.
- **“Platform Fees”** mean the fees and charges payable by a Platform User to the Platform in accordance with the terms of the Platform Agreement.
- **“Platform Seller”** means a third party who Sells, or offers, attempts or agrees to Sell, any Goods, Assets or Services to a Platform Buyer via the Platform.
- **“Platform Transaction”** means a Transaction involving the Purchase and Sale of Goods, Assets or Services by Platform Buyer and Platform Seller using the Customer’s Platform.

- **“Platform User”** means any end user who may use the Platform either as a Platform Buyer or a Platform Seller.
- **“Primary Contact”** is defined in **clause 16.3**.
- **“Prohibited Transactions”** mean the businesses, business activities or business practices that are prohibited by Zai, a Card Network or financial institution involved in the Transaction, details of which (as amended from time to time) can be obtained on <https://www.hellozai.com/company/policies/restricted-businesses> and is incorporated by reference into this Agreement as if it were set forth here in its entirety.
- **“Purchase”** shall be interpreted broadly to mean purchase, buy, obtain, lease, license or otherwise acquire or assume.
- **“Refunds”** mean a payment reversal as a result of the Platform Buyer not being satisfied with the supply or quality of the Goods, Assets and/or Services provided by the Platform Seller, changing his/her mind about the purchase for any reason, or the Seller decides to reverse a Transaction for any reason. For clarity, Refunds do not include Mandatory Reversals.
- **“Report”** is defined in **clause 3.9**
- **“Recipient”** is defined in **clause 9**.
- **“Representative”** is defined in **clause 14.2**.

- **“Sell” or “Sale”** shall be interpreted broadly to mean to sell, transfer, lease, license, hypothecate or otherwise assign or dispose of.
- **“Security Incident”** is defined in **clause 10.4**.
- **“Service Fees”** is defined in **clause 5.1**.
- **“Services”** means the services that Zai provides to the Customer pursuant to this Agreement as set out in **clause 3.2**.
- **“Service Provider”** means an entity engaged by Zai to assist it to provide the Services and may include, without limitation, third parties such as banks, Card Acquirers and other financial intermediaries and Zai’s related parties including Zai’s affiliates and subsidiaries.
- **“Transaction”** means a Platform Transaction.
- **“User Data”** is defined in **clause 10.3**.
- **“Zai Dashboard”** means the Zai interface where Customer can view and interact with the data and actions being processed under the Services, which can also be provided via API call.
- **“Zai Developer Documentation”** means the documentation located at <https://developer.hellozai.com/docs>
- **“Zai IP”** means the intellectual property (a) in respect of which Zai owns or licenses the Intellectual Property Rights for the purposes of the Agreement; and/or (b)

which Zai otherwise uses or deploys under or in connection with the Agreement, (including (without limitation) the Zai Marks, the Zai System, the APIs, and the Services).

- **“Zai Marks”** means the trademarks, service marks and/or logos of Zai provided by Zai to Customer to be used in connection with this Agreement.
- **“Zai End User Agreement”** means the agreement between Zai, on the one hand, and Platform Sellers, on the other hand, as the same may be amended or modified by Zai from time to time, with or without notice to Customer.
- **“Zai System”** is defined in **clause 3.12**
- **“Zai’s Privacy Policy”** means the Zai’s applicable privacy policy, which is available at <https://www.hellozai.com/company/policies/privacy-policy> and which may be updated from time to time.

### **3. Services and Licence Grant**

#### **Services**

**3.1.** Zai will provide:

**a)** the Collection Services to the Platform Seller in accordance with the Zai End User Agreement; and

**b)** the Services to the Customer in accordance with this Agreement, during the term of this Agreement.

**3.2.** The Services to the Customer consist of collecting, on the Customer's behalf, the Platform Fees from a Platform User.

**3.3.** The Customer agrees and authorises Zai to:

**a)** hold the Platform Fees on trust for the Customer in Zai's bank account, which may be comingled with monies held by Zai for its other customers. Zai has sole discretion over the establishment and maintenance of its bank accounts;

**b)** make credit entries in the Customer's Ledger to reflect the collection on its behalf, and make debit entries to reflect payment to the Customer, of the Platform Fees;

**c)** debit the Customer's Account or apply funds received on account of Platform Fees towards satisfaction of the Customer's obligations pursuant to this Agreement including in relation to the payment of Zai's Service Fees and expenses and in respect of the settlement of Refunds and Mandatory Reversals;

**d)** retain any interest or any other earnings on the Platform Fees or other amounts held in Zai's bank account on trust for the Customer and Customer irrevocably assigns to Zai all rights and legal interest to any interest or other earnings that accrue or are attributable to any of the Customer's funds in Zai's bank account;

**e)** pay the Platform Fees to the Customer by any means it reasonably considers appropriate and such payment will be made to Customer as set out in **Schedule 2**; and

**f)** share, retrieve and verify information about Customer and its Affiliates through Service Providers to the extent required to provide the Services. Zai may require that this information be updated from time to time. Any Customer information collected by Zai shall be subject to the terms of this Agreement, including Confidential Information (**clause 9**) and Data Security (**clause 10**) provisions.

**3.4.** Customer agrees that Zai may refuse to provide the Services or Collection Services without further notice if:

- a)** Zai has any reason to believe that to do so may violate any law, rule, regulation or industry standard;
- b)** requested by a court, tribunal, governmental or regulatory body;
- c)** Zai considers that the Transaction is unauthorised, fraudulent or is a Prohibited Transaction.

**3.5.** If Zai is unable to provide the Services for any reason, Zai will notify Customer by e-mail, and if requested by Customer, provide a Report (as defined in **clause 3.9**, to Customer detailing the reasons.

**3.6.** Zai will make available to Customer a Transaction history through the Zai Dashboard and API. The Customer may request additional information regarding Transactions via the email address [support@hellozai.com](mailto:support@hellozai.com) or such other email address as Zai may notify Customer from time to time.

**3.7.** Customer acknowledges that Zai will be acting on behalf of the Customer in relation to the collection of the Platform Fees.

**3.8.** Neither Customer nor its Platform Users are entitled to any interest or other compensation associated with any funds held whether or not on trust for them in Zai's bank account.

### **Fraud Scanning**

**3.9.** If requested by Customer, and without limiting Zai's rights to reject any Transaction under **clause 7.2**, Zai will provide Customer via email with a report (the "**Report**") identifying any transactions that were rejected or flagged as potentially fraudulent or suspicious and any chargebacks, Buyer User claims, retrieval requests, Refunds and Mandatory Reversals (collectively "**Exceptions**"), together with sufficient information to identify the Platform Transaction resulting in the Exception. Customer acknowledges that Zai assumes no liability in connection with anything contained in the Report.

### **Optional Additional Fraud Management Services**

**3.10.** For additional fees, as set out in Schedule 2, Zai will provide Customer with certain fraud management services. These services may include, but are not limited to, the application of fraud rules to detect and help prevent suspicious card transactions, buyer verifications, chargeback investigation management, and 3-D Secure (3DS) authentication service.

Note, Zai may require Customer to review its fraud prevention policies and measures and use the Zai provided 3DS authentication service for card payment transactions where; the Customer's related merchant category, Customer's industry, Customer's country location or Customer's business model, is considered by Zai to be an unacceptable risk with respect to potential fraud and or chargebacks, or if Zai is required to by a Card Acquirer or relevant Card Scheme, or where the observed chargeback rate and or value of fraud related losses is higher than a threshold set by; Zai, the Card Acquirer, Zai Banking/Payment Arrangements or relevant Card Scheme.

**3.11.** Zai shall ensure that each Transaction submitted for processing under this Agreement is able to be processed hereunder as submitted, and Zai retains, in its sole discretion, the decision-making authority to process or deny a Transaction based on the Transaction's fraud risk characteristics.

### **Licence Grant**

**3.12.** Zai hereby grants the Customer, for the term of this Agreement, a non-exclusive, non-transferable, revocable licence to access and use the API and to utilise any software, systems, and/or communication links furnished by Zai in conjunction with the APIs and/or the Services (collectively, the "**Zai System**") in accordance with the terms and conditions of this Agreement and any other

implementation and use requirements provided to Customer by Zai from time-to-time in writing.

**3.13.** Customer may not rent, lease, assign, sublicense or otherwise transfer its rights in the Zai System to any other Person without the prior written consent of Zai (which may be withheld at its sole discretion). Customer may not alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from or included in the Zai System. All rights, title, and interest to the Zai System, including any Zai IP and Marks, are owned exclusively by Zai.

## **4. Customer Obligations**

### **Information**

**4.1.** Customer agrees to provide Zai with any necessary information to perform the Services contemplated in this Agreement, including but not limited to its:

- a)** full legal name;
- b)** email address;
- c)** business address;
- d)** bank account details;
- e)** business EIN or ABN;
- f)** business phone number;
- g)** director's full names and contact details;

- h)** social security number or tax ID; and
- i)** any other information which Zai may reasonably request.

**4.2.** Customer agrees to provide to Zai, via its API or otherwise, such data and information regarding Platform Users, as is necessary for Zai to establish accounts, comply with applicable laws and payment industry rules or standards or as is otherwise reasonably necessary for Zai to provide the Services contemplated hereby.

### **Audits**

**4.3.** Where Customer utilises card payment services, during the term of this Agreement and within 14 days' written notice from Zai, Customer will: (a) permit Zai and/or its duly authorised representatives to access, during business hours, such premises or systems on which the Customer (and/or its Platform User/s) trades or where the Customer's (and/or its Platform User's/s') records and/or stock are located and to take and retain copies of all such records to ascertain if the Customer (and/or its Platform User/s) are performing its obligations hereunder; and (b) provide all reasonable cooperation in relation to such audit.

Where an audit under this clause is undertaken at the specific request of a Card Acquirer and/or other Card Scheme Member, the Customer shall pay any costs and charges incurred by Card Acquirer and/or other Card Scheme Member in respect of such audit.

### **Platform Seller**

**4.4.** Customer must not permit a Platform Seller to transact on the Platform until the information referred to in clause 3 of the Zai User Agreement is provided to Zai. Customer must ensure that the information it provides to Zai are accurate and current.

**4.5.** Customer must notify and provide to the Platform Sellers details of any changes to the Zai End User Agreement at such time and in such manner as reasonably requested by Zai.

**4.6.** Customer must ensure that its Platform Agreement with each Platform Seller properly authorises it to provide, on behalf of the Platform Seller:

**a)** assistance, information and instructions to Zai in accordance with **clause 4.10(e)**; and

**b)** where necessary, authorisation to give effect to a Mandatory Reversal in accordance with **clause 4.10(f)**.

**4.7.** Zai may refuse to provide the Services or the Collection Services if Customer does not comply with **clauses 4.4, 4.5 or 4.6**.

### **Bank Account**

**4.8.** Customer will designate an Account to which all amounts due to the Customer pursuant to this Agreement shall be paid.

### **Platform Fees**

**4.9.** In the event that any Platform Fees are to be paid to Customer by a Platform User, Customer shall ensure, and

hereby covenants, represents and warrants that the Customer's Platform Agreement clearly authorises and sets forth the manner in which such fees will be calculated and paid.

### **Disputes, Mandatory Reversals and Refunds**

**4.10.** If a Transaction is disputed or a Mandatory Reversal or Refund is being sought by a Platform User, the Customer acknowledges that Zai may be required to return a part of, or all of the Purchase Price to the Buyer, Card Network or financial institution requesting the reversal or refund.

Customer agrees:

- a)** to be bound by any payment industry or banking rules and regulations applicable to the dispute, Mandatory Reversal or Refund;
- b)** to take all reasonable action to resolve or assist in resolving any dispute in a timely manner including a dispute involving a Mandatory Reversal or Refund;
- c)** to provide timely assistance and reasonable information to the requesting party, the Card Network, Zai's processor or any financial institution and instruct Zai (on behalf of the Platform Seller in respect of such instructions) in relation to any relevant dispute, Mandatory Reversal or Refund;
- d)** if the Banking/Payment Arrangements require the Mandatory Reversal or payment of any charges or fine, Zai is authorised on behalf of the Platform Seller under the Zai End User Agreement to give effect to the reversal or payment by holding an amount in Zai's bank account to cover the Mandatory Reversal, charges or fine, restricting

the Platform Seller's access to the funds in Zai's bank account, debiting the Mandatory Reversal amount and any associated charges or fine from Zai's bank account (or direct debiting the Platform Seller's Account for an amount covering the Mandatory Reversal, charges or fine), and adjusting the Platform Seller's and the Customer's Ledger to reflect the Mandatory Reversal;

**e)** that if a Refund is being sought, to provide timely instructions on behalf of the Platform Seller including whether to accept or reject the Refund request;

**f)** repay part or all Platform Fees in respect of a Transaction (as applicable) received by the Customer, or by Zai on the Customer's behalf, where a Mandatory Reversal or Refund is payable in respect of the Transaction; and

**g)** indemnify Zai in accordance with, as applicable, **clause 7.3 and clause 14** of this Agreement.

**4.11.** Without limiting **clause 7.3** or **clause 14**, in the event that Zai has paid the Purchase Price (as that term is defined in the Zai End User Agreement) to the Platform Seller and Zai is required to make a Mandatory Reversal or Refund, Customer will be liable for the Mandatory Reversal or Refund and must indemnify Zai for the amount of the Mandatory Reversal or Refund and any fees or charges in connection with the Mandatory Reversal or Refund.

### **Card Brand Rules**

**4.12.** If the Services used include card payment services, Customer acknowledges and agrees to the Card Brand

Rules set out in **Schedule 1** and which may be updated from time to time as notified by Zai to Customer.

### **Transaction Records**

**4.13.** Customer agrees to maintain records of each Transaction for 7 years from Transaction date and to make these records available to Zai upon request. Customer's Zai Transaction history will be available through the Zai Dashboard and API. Customer is solely responsible for reconciliation of Transaction history with its own books. However, should Customer find any discrepancy during reconciliation, Customer agrees to notify Zai and Zai will promptly investigate and attempt to resolve any reported discrepancies.

### **Prohibited Transactions**

**4.14.** Customer must not use the Services for, or otherwise accept payments in connection with, any illegal activity or Prohibited Transactions.

**4.15.** Customer agrees to use commercially reasonable efforts to monitor and take action to decrease the likelihood of Prohibited Transactions and to comply with all applicable laws and regulations.

**4.16.** Zai may at any time and for any reason access and monitor Customer's websites (including any private customer access or restricted parts or sections thereof or linked websites of Platform Users) to ensure compliance by the Customers with their obligations under any agreement with Zai and/or any third party, any applicable Laws and

any relevant Card Network/Card Brand Rules. Customer agrees and acknowledges that Zai shall advise Customer of the results of any review made. As soon as Zai becomes aware of, or reasonably suspects, a breach by Customer, and/or upon third party request, Zai shall request, and Customer shall comply so that Customer amends its website (or ensures amendment of its Platform User's/s' website) as required by Zai and/or relevant third party to ensure compliance with Customer's applicable obligations under this agreement, relevant law or regulation or Card Network/Card Brand Rules.

### **Financial Services, Privacy and Anti-Money Laundering**

**4.17.** Customer agrees to comply with all applicable laws in relation to financial services, privacy and anti-money laundering and counter terrorism laws to the extent applicable to its Platform.

**4.18.** Further, Customer agrees to assist Zai with its customer due diligence requirements (if applicable) by ensuring that its Platform Users provide any information requested by Zai pursuant to this Agreement or the Zai End User Agreement.

**4.19.** Customer must include the applicable language set forth in **Schedule 3** in its Platform Agreement and provide written confirmation of the same to Zai within a commercially reasonable period of time.

### **PCI Standards – Payment Card Data Security**

**4.20.** Without limiting the generality of **clause 10**, where the Services used include card payment services, Customer represents and warrants that it shall implement and maintain certification of PCI Data Security Standards (requirements available at <https://www.pcisecuritystandards.org/>) and that it shall undergo independent third party quarterly system scans that test and audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e. viruses and worms) to gain access to, or disrupt, the network devices.

**4.21.** Where the Services used include card payment services, and if during the term of the Agreement, Customer undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI Data Security Standards and/or other material payment card industry standards, it must promptly notify Zai of such circumstances.

**4.22.** Where the Services used include card payment services, Customer agrees promptly to provide, at least annually or at the request of Zai, current evidence, in form and substance reasonably satisfactory to Zai, of compliance with PCI Data Security Standards, which an authority / PCI Qualified Professional, recognised by the Payment Card Industry Security Standards Council for that purpose, has properly certified. Refer PCI Security Standards Council website for further information  
- <https://www.pcisecuritystandards.org>

**4.23.** Where the Services used include card payment services, Customer must maintain and protect, in accordance with all applicable laws and PCI Data Security Standards, the security of all cardholder data within its possession or control. Customer will provide reasonable care and efforts to detect fraudulent card activity in connection with any card payment services Transactions.

### **Notification of Changes**

**4.24.** Customer must promptly provide Zai with notice of any payment process changes, payment flow changes after Zai integration certification, business changes, shareholder changes, Company Director changes, bank Account changes or regulatory changes that affect, or may affect, its Platform.

**4.25.** If Customer receives notice from any governmental or regulatory body that any Transaction processed by Zai under this Agreement is not in compliance with applicable law, Customer must immediately notify Zai after receiving such notice unless it would be unlawful for it to do so.

### **Reference to Zai**

**4.26.** Customer must obtain Zai's prior written consent before making any reference to Zai in Customer's marketing materials, media content, Platform Agreements, website or any other written or electronic content.

### **PayTo**

**4.27.** Where Customer receives payment services through PayTo facilitated by Zai (“PayTo Payments”), Customer will be bound by the relevant parts of the [PayTo Terms and Conditions](#) when making such payments and Customer will, to the extent necessary, ensure that Platform Users adhere to the relevant aspects of the [PayTo Terms and Conditions](#) and any other required terms and conditions imposed by the relevant PayTo scheme rules.

## **5. Service Fees, Expenses and Taxes**

### **Service Fees and Expenses**

**5.1.** Customer must pay Zai the fees for providing the Services (“**Service Fees**”) in the manner and at the times set out in **Schedule 2**. The Service Fees may be reasonably increased from time to time by Zai upon 30 days prior notice to the Customer. Customer further agrees to pay the minimum Service Fee if expressly stated in **Schedule 2**.

**5.2.** In addition, Customer must reimburse Zai for all expenses, charges, disbursements and levies imposed by a Service Provider in connection with any Transaction or Services and as set out in **Schedule 2**.

**5.3.** Customer hereby authorises Zai to set off and deduct the amount of all Service Fees and other amounts payable to Zai from amounts due and payable hereunder to Customer for Platform Fees (or any other amounts due to

Customer under this Agreement), including any reversed or invalidated payments, Mandatory Reversals, Refunds or other amounts that Customer be obliged to pay to Zai under this Agreement.

## **Taxes**

**5.4.** Zai is not responsible for the withholding or payment of any sales, use, personal property or other governmental tax or levy imposed on any Goods, Assets or Services Purchased or Sold or otherwise arising from any Transaction.

## **6. Set Off/Security Interest**

**6.1.** Customer must make all payments to Zai in connection with this Agreement in full without set-off or counterclaim, and without any deduction or withholding unless required by law.

**6.2.** Zai may set off any amount owing by Zai to the Customer (whether or not due for payment) against any amount due for payment by the Customer to Zai in connection with this Agreement.

**6.3.** The Customer grants to Zai a security interest in any account created in connection with the Services including any reserve or any pending payouts that Zai has received for processing pursuant to this Agreement. Customer agrees to execute and deliver any documents necessary to perfect and enforce this interest and Customer consents to

Zai perfecting such security interest by registration on the Personal Property Securities Register in the manner it sees fit. Additionally, without prior notice, Customer agrees that Zai may defer payout of, or restrict access to, funds related to a disputed Transaction, or if payout has already occurred, Zai may directly debit Customer's Account for the amount charged back.

## **7. Fraud or Excessive Mandatory Reversals**

**7.1.** Should Zai consider that the Mandatory Reversal rate to be significant, Customer must co-operate and assist Zai to immediately address the issue and comply with Zai's reasonable request for any changes.

**7.2.** Customer understands and agrees that Zai may delay the processing of, or reject, Transactions that Zai considers potentially fraudulent in its sole discretion and without prior notice to the Customer.

**7.3.** Customer must ensure that its business practices take into account the possibility of Zai delaying or rejecting a Transaction due to actual or potential fraud. Customer acknowledges that if it makes a payment instruction to Zai with respect to payment to a Platform User when the Transaction has been delayed or rejected by Zai with or without prior notice by Zai, the Customer fully accepts the risk that it may not be possible to recover the payment. Without limiting **clause 13** or **clause 14**, the Customer

indemnifies and holds Zai harmless for delaying or rejecting the processing of any Transaction.

**7.4.** Customer agrees to allow Zai to share information about a card payment related chargeback or other payment dispute/claim with the relevant Platform User, or the financial institution where the Platform User's Account is held or related card is issued, to investigate or otherwise resolve a dispute, claim or chargeback.

## **8. Commercial Entity**

**8.1.** If Zai's financial institution, or where Services used include card payment services, Zai's Card Acquirer, requires Customer to enter into further terms and conditions, Customer acknowledges that if it does not do so, Zai may be unable to provide the Services.

**8.2.** In the event that the Customer fails or refuses to enter into such further terms and conditions required by Zai's financial institution or Card Acquirer, this Agreement may be terminated by Zai under **clause 15.4**.

## **9. Confidential Information**

**9.1.** Each party acknowledges and agrees that all non-public information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") in connection with this Agreement and the Services, including, but not limited to,

the terms of this Agreement, a party's confidential business and financial information, licences, business plans, data, computer software (source and object codes), intellectual property, forecasts, techniques, inventions, discoveries, know-how, trade secrets, User Data, and processes which are (a) identified at the time of disclosure as confidential, either written or verbally, or (b) disclosed in a manner such that a reasonable person would understand its confidential or proprietary nature shall be considered "**Confidential Information**".

**9.2.** Confidential Information also includes each party's customer information, and all personal information of potential and actual Platform Buyers/Sellers. Recipient will hold the Confidential Information in strict confidence, and will restrict its use of Confidential Information to the purposes anticipated in this Agreement.

**9.3.** Recipient hereby acknowledges the Discloser is the owner or licensee of the Confidential Information.

Notwithstanding the foregoing to the contrary, Recipient will not be obligated to hold confidential any information from Discloser which (a) is or becomes known to the general public; (b) is rightfully received by Recipient from a third party without a duty of confidentiality; or (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of disclosure.

**9.4.** If a valid order or subpoena is issued by a court or government agency requiring Recipient to disclose

Confidential Information, such disclosure will not violate this Agreement, however, Recipient shall notify Discloser of the request unless prohibited from providing such notification. The rights and obligations of this **clause** will survive termination of this Agreement for the longer of five (5) years from expiration or termination of this Agreement, or the confidentiality period required by applicable law, whichever is longer.

**9.5.** Each party acknowledges that unauthorised disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorised disclosure or use of any Confidential Information shall give the Discloser the right to seek injunctive relief restraining such unauthorised disclosure or use, in addition to any other remedy otherwise available (including reasonable legal fees).

## **10. Data Security**

**10.1** Each party is responsible for ensuring data security on their website and their related software applications and for all data and Confidential Information acquired during the provision of Services under this Agreement.

**10.2.** Each party agrees to comply with all applicable laws and regulations, including where the Services include card payment services, PCI Standards regarding the handling

and storage of personal and financial data of Platform Buyers, and Platform Sellers.

**10.3.** Zai uses both technical and procedural measures to secure the non-public personal information and data of Customer and Platform Buyers/Sellers (collectively, **“User Data”**). Zai agrees to (a) employ industry best practices in connection with the protection of User Data, (b) collect, store, copy, transfer and use User Data only for purposes of this Agreement and or the Zai End User Agreement, (c) comply (and cause its representatives to comply) with all applicable laws, rules or regulations relating to privacy and data protection (**“Data Laws”**), (d) not knowingly do or cause or permit to be done anything which may cause or otherwise result in a breach by Customer of applicable Data Laws.

**10.4.** Unless otherwise prohibited by law, upon Zai’s discovery of any unauthorised access, use, copying, alteration, transfer, or other breach of security (electronic or physical) involving any of the User Data (a **“Security Incident”**), Zai will promptly provide detailed written notice to Customer and cooperate (and cause any subcontractors to cooperate) fully with Customer in the investigation and resolution, of such Security Incident. Zai agrees to comply with Payment Card Industry Data Security Standards (PCI-DSS) requirements available at <https://www.pcisecuritystandards.org/>.

**10.5.** Customer is responsible for maintaining the confidentiality and security of any User Data and

Confidential Information in its possession, custody or control and its Zai account. This includes, but is not limited to, securely storing and protecting Customer's Zai API-key and Dashboard login credentials. Customer agrees to immediately notify Zai of any unauthorized access to or use of the Service. Customer also agrees to (a) not store CVV or CVV2, (b) use Zai or otherwise securely transmit payment information to Zai, and (c) upon request by Zai, provide a copy of its card data security implementation details. If any deficiencies are found in Customer's data security, including, but not limited to, the collection, storage or transfer of payment information, Customer agrees to work with Zai to remove the deficiencies. Customer agrees to comply with all applicable laws, rules and regulations in connection with the transfer, collection, security and dissemination of any personal, financial or Transaction information.

## **11. Intellectual Property**

**11.1.** All digital and intellectual property developed by Zai for the purposes of this Agreement remains the exclusive property of Zai.

Zai hereby grants to Customer a limited, non-exclusive, royalty-free, non-transferable, non-sublicensable and non-assignable license to display the Zai Marks on the Platform during the Term of this Agreement. For the avoidance of doubt (i) Customer (and/or its Platform Users) are

prohibited from using any non-Zai Marks (i.e. third party marks) which may be displayed on the Zai website or otherwise utilised by Zai in the provision of the Zai Services, (ii) the use of third party marks by either Zai and/or the customer will not lead to any ownership rights in those third party marks and (iii) where a third party mark relates to the utilisation of card payment services, the use by the customer of that third party mark, with or without the prior consent of the mark owner, shall be deemed consent to adherence to the relevant Card Scheme/Card Brand Rules by that Customer (and or its Platform Users) with such Customer indemnifying Zai for any loss or damage suffered by Zai and/or the third party mark owner stemming from the use of the third party mark by the Customer and/or its Platform Users.

**11.2.** Customer hereby grants to Zai a limited, non-exclusive, royalty-free, non-transferable, non-sublicensable and non-assignable license to display the Customer Marks on its website for the Term of this Agreement.

### **Developed Materials**

**11.3.** Customer's IP, Zai's IP, and all digital and intellectual property developed by either party for the purposes of this Agreement remains the exclusive property of that party, subject to, and in accordance with, the provisions set out in this clause.

**11.4.** Unless expressly agreed otherwise, Customer acknowledges that any and all of the intellectual property

created by Zai in connection with the Services, including any enhancements or adaptations to the Zai IP (“**Zai Developed Materials**”), are and will remain the sole property of Zai.

**11.5.** Zai acknowledges that any and all of the intellectual property created by Customer in connection with the Customer IP, including any enhancements or adaptations thereto (“**Customer Developed Materials**”), are and will remain the sole property of Customer.

**11.6.** Each party grants to the other party a limited, non-exclusive, non-transferable, revocable, royalty free licence, with no right of sub-licence to use its Developed Materials (including any modified or updated versions of the Developed Materials), as may be created under this Section, provided it is solely for the purposes of performing their respective obligations under this Agreement and the Zai Developer Documentation and to enable Zai to perform its obligations under the Zai User Agreement; and it is only for the duration of the Term of the Agreement.

### **Intellectual Property Warranties**

**11.7.** Both parties warrant that their respective IP, Marks, and Developed Materials are owned by or licensed by that party and do not infringe any Intellectual Property Rights of a third party.

## **12. Warranty and Disclaimer**

## **Warranties**

**12.1.** Zai hereby represents, warrants and covenants that:

- a)** it is presently in compliance with, and will remain in compliance with, an approved version of the PCI Data Security Standards, as the same may be amended, updated, replaced or augmented, and will perform the Service in compliance with the PCI Data Security Standards;
- b)** the Service will be provided in a workmanlike and professional manner and will conform with all descriptions thereof provided to Customer (including under this Agreement); and
- c)** the Services will be provided in compliance with all laws and regulations applicable to the Services.

## **Disclaimers**

**12.2.** If the Australian Consumer Law or any similar law applies to the Services as provided to Customer, then Customer may have the additional benefit of consumer guarantees or other consumer protections. Where this is not the case, then:

- a)** other than the representations and warranties set out in **clause 12.1**, the Services are provided 'as is' or 'as available' and Zai makes no representations or warranties, express or implied, regarding the Services, the Goods, Assets or Buyer Services which are subject of a Transaction, that the Services will meet the Customer's operational or legal requirements or that the Services or the Zai System will be uninterrupted, timely or error free;

**b)** other than the representations and warranties set out in **clause 12.1**, Zai expressly disclaims any and all express and implied warranties, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Without limiting the generality of the foregoing, Zai does not warrant, endorse, guarantee, or assume responsibility for any asset advertised, offered, sold or purchased sold by Customer or any Platform User and Zai will not be a party to any Transaction.

**12.3.** Zai does not endorse the Platform or any third party website or assume responsibility or liability for the accuracy of any material contained therein, or any infringement of third party intellectual property rights arising therefrom, or any fraud or other crime facilitated thereby.

**12.4.** In no event will Zai be liable for any act or omission of any third party, including but not limited to, a Platform User's financial institution, any payment system, any Service Provider, any provider of telecommunications services, internet access or computer equipment or software, any mail or delivery service or any payment or clearing house system or for any circumstances beyond Zai's control (including but not limited to, act of God, fire, flood or other natural disaster, war, riot, strike, terrorism, act of civil or military authority, equipment failure, computer virus, filtration or hacking by a third party, or failure or interruption of electrical, telecommunications or other utility services).

## **13. Limitation of Liability**

### **Consequential Damages**

**13.1.** In no event shall Zai or any of its Representatives be liable for any lost profits, data, or any indirect, punitive, incidental, circumstantial, special, consequential, or exemplary damages arising out of, in connection with, or relating to this Agreement or the Services.

### **Error of Judgment**

**13.2.** Zai is not liable for any error in judgment for any act taken or not taken or for any mistake of fact or law except as expressly provided for in this Agreement.

### **Mandatory Reversal or Refund**

**13.3.** Zai is not liable for any Mandatory Reversal, Refund or any dispute in connection thereto.

**13.4.** Since the use of a bank account, credit card or debit card account, or the making of an electronic funds transfer may be limited by a participant's agreement with its financial institution and/or by applicable law, Zai is not liable for any incomplete Transactions as a result of any such limit, or if a financial institution fails to honour any credit or debit to or from any Account. For the purpose of this clause, a participant means the Customer, Platform User or Zai (as applicable).

### **Maximum Aggregate Liability**

**13.5.** In relation to the Services, and to the extent permitted by law, Zai's maximum aggregate liability arising from or relating to any claim (or series of related claims) by the Customer arising out of or in connection with the Services shall not exceed the aggregate amount of 100% of the Service Fees it receives from the Customer during the 12-month period preceding the date such claim(s) is/are made.

**13.6.** Customer shall include the limitation of liability language, as set out in Schedule 3, in its Platform Agreement.

## **14. Indemnification**

**14.1.** Customer agrees to indemnify and hold harmless Zai for acting in accordance with **clauses 3.4, 4.7, 4.10(d) or 7.2** of this Agreement.

**14.2.** Customer agrees to indemnify, defend, and hold harmless Zai and its Affiliates, and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns (collectively, "**Representatives**"), from any and all actions, claims, demands, losses, liabilities, damages, recoveries, settlements and/or costs (including legal, accountant, and expert witness fees and costs) contingent or otherwise (collectively, "**Losses**"), arising out of or relating to:

- a)** any misrepresentation or breach by Customer of its representations and warranties set forth in this Agreement;
- b)** any failure of Customer to comply with or breach of any covenant or agreement made by it in this Agreement;
- c)** Customer's negligence or wilful/intentional misconduct;
- d)** any claim by a Platform User regarding the payment of any Platform Fees to Customer hereunder; or
- e)** any claim by any Platform User, or any other Person or third party regarding any Transaction or use of the Marketplace/Platform (except to the extent the claim is subject to **clause 14.3**) below).

**14.3.** Zai agrees to indemnify, defend, and hold harmless Customer and its Affiliates and each of their respective Representative from any and all Losses arising out of or relating to:

- a)** any material misrepresentation or material breach by Zai of its representations and warranties set forth in this Agreement;
- b)** any failure of Zai to comply with any covenant or agreement made by it in this Agreement; or
- c)** Zai's gross negligence or wilful misconduct. Zai's indemnification obligations are subject to the liability limitations set out in this Agreement.

## **15. Term and Termination**

**15.1.** This Agreement will remain in full force and effect for the period set out in Schedule 2 (“**Term**”). Thereafter the Term shall automatically renew for additional one (1) year periods unless earlier terminated in accordance with this clause.

**15.2.** Either party may terminate this Agreement at any time for convenience, with or without reason or cause, upon ninety (90) days’ prior written notice. The ninety (90) day notice period begins upon a party’s receipt of such written notice.

**15.3.** Either party may terminate this Agreement immediately in the event of a material breach of any of the terms or conditions set forth herein.

**15.4.** Zai may terminate this Agreement immediately if Customer fails to enter into further terms and conditions as required by Zai’s financial institution pursuant to **clause 8**.

**15.5.** The individual provisions of this Agreement in so far as they relate to the utilisation of card payment services will automatically and immediately terminate if Zai (i) is de-registered as a Payment Facilitator under the relevant Card Network/Card Brand Rules, (ii) if the relevant Card Acquirer utilised by Zai ceases to be a member of the relevant Card Network/Card Scheme, (iii) if the relevant Card Acquirer fails to hold a valid licence to use any related relevant Card Scheme Marks, or (iv) if Zai ceases to hold a current contract with a suitable Card Acquirer.

**15.6.** Upon expiration or termination of this Agreement for any reason, Zai will immediately:

- a)** cease accepting any new orders/payment instructions for the Services; and
- b)** stop the creation of new Users and accounts and prevent new credit/debit card charges, where applicable. Customer shall remove any Zai Marks, IP, logos or other references to Zai from its platform, website, user flows, sales and advertising media.

**15.7.** Termination of this Agreement will not:

- a)** relieve either party from its payment obligations hereunder;
- b)** remove any liabilities in relation to a Mandatory Reversal or Refund; or
- c)** preclude Zai from exercising any rights under this Agreement or the Zai End User Agreement.

**15.8.** Upon termination of this Agreement, Zai:

- a)** may cancel pending Transactions or not provide Collection Services to the Platform Seller in respect of Goods, Assets or Services sold prior to the termination. Where the Platform Fees or Purchase Price (as that term is defined in the Zai User Agreement) has been received by Zai, Zai must return the Platform Fees or the Purchase Price to the Customer within a reasonable period of time; and
- b)** will maintain User Data and Customer information stored by the Service as prescribed by its applicable data retention

policies, applicable laws and regulations, and **clause 9** (Confidential Information) and **clause 10** (Data Security) of this Agreement.

**15.9.** The rights and obligations under this Agreement, which by their nature would reasonably continue beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement. Without limiting the generality of the foregoing, the following sections will survive any termination or expiration of this Agreement: **clause 5** (Service Fees, Expenses and Taxes), **clause 9** (Confidentiality), **clause 11** (Intellectual Property), **clause 13** (Limitation of Liability), **clause 14** (Indemnification), and **clause 18** (General).

## **16. Maintenance**

**16.1.** Scheduled Service Maintenance: Zai shall make commercially reasonable efforts to provide Customer with at least forty-eight (48) hours prior notice to Customer's Primary Contact provided by Customer to Zai.

**16.2.** Unscheduled Service Outage Notification: In the event of unscheduled Zai outages, Zai will notify the Primary Contact set forth below. Zai will make commercially reasonable efforts to provide this notification within its goal of twelve (12) hours. Such notice shall include an estimated time of Services restoration, if Zai can reasonably make

such determination. Once the Zai outage is resolved and services are restored, Zai will provide a follow-up notice to Customer as soon as reasonably possible explaining the reason for the outage, the duration of the outage, and the corrective action taken by Zai, if appropriate.

**16.3 Primary Customer Contact:** In order to obtain the notice, as set forth above, the Customer shall designate and provide to Zai, a representative ("**Primary Contact**"), along with a contact phone number and email address, who shall act as the Customer's support liaison. If the Primary Contact is not available, the Customer may designate alternate representatives until such time as the Primary Contact is again available provided it notifies Zai of the names, phone numbers, and email addresses of the alternate Primary Contacts.

## **17. Privacy Statement**

**17.1.** Customer agrees to comply with Zai's Privacy Policy, which is available at <https://www.hellozai.com/company/policies/privacy-policy> and is incorporated by reference into this Agreement as if it were set out here in its entirety.

**17.2.** Any personal information acquired during the course of Zai handling funds on behalf of Platform Users shall be handled with due care and used only according to the terms set forth in Zai's Privacy Policy.

**17.3.** To the extent that Zai collects personal information about the shareholders and or directors or other individuals within Customer's business to meet its obligations and provide the Services, and while we usually collect such information directly from the individual, there may be circumstances where we may also collect it from a third party. If Zai does not receive the information, we may not be able to provide the Services.

**17.4.** Zai may disclose personal information to a Service Provider to help it verify the individual's identity or to provide the Services. This includes Service Providers who may be overseas entities.

**17.5.** The countries Zai may transfer, disclose or store your information to are: US, UK, Singapore, Philippines and New Zealand. Where information is transferred, disclosed or stored overseas, Zai will seek to ensure the recipient has security systems to prevent misuse, loss or unauthorised disclosure in line with Australian laws.

**17.6.** Customer consents to Zai using the Customer's information (personal or otherwise) for other purposes such as marketing and promotion of our products and services, market research and development, customer communications and surveys, direct marketing, and creation of statistical information and data analytics.

## **18. General**

## **Modifications to the Agreement**

**18.1.** Zai reserves the right to update or modify this Agreement from time to time on reasonable notice having regard to the nature and effect of the update or modification. Any use of Services after publication of such notice shall constitute Customer's acceptance of the modifications.

## **Entire Agreement**

**18.2.** This Agreement and all incorporated attachments or exhibits constitute the entire agreement between the parties and replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

## **Governing Law and Jurisdiction**

**18.3.** This Agreement will be governed in accordance with the laws of Victoria, Australia and all claims arising from this Agreement shall be arbitrated in that jurisdiction.

## **Waiver**

**18.4.** If one party waives any term or provision of this Agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time.

## **Severability**

**18.5.** If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and such provision shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

### **Notices**

**18.6.** All notices shall be delivered to the representative below at the address specified below, or as otherwise specified in writing by a party, and shall be deemed delivered on the date received, whether sent electronically or by overnight courier.

### **Assignment and Change of Control**

**18.7.** Customer may not assign this Agreement, in whole or in part, to any other person or entity, including but not limited to any Affiliate or subsidiary of the Customer, without the prior written consent of Zai (which shall not be unreasonably withheld).

**18.8.** In the event of a change of control of Customer's business, as generally understood, Customer shall notify Zai before such change of control occurs (closes). Customer's right to use the Services shall not be sold or transferred to any other person or entity without the prior written consent of Zai. Zai may assign this Agreement upon notice to Customer. Any assignment or transfer in violation of this provision shall be void.

## **Independent Contractor**

**18.9.** The relationship between Customer and Zai is one of independent contractors. Other than for Customer acting as agent for Zai to bind Platform Sellers to Zai's End User Agreement in accordance with Schedule 3, neither Customer nor any of its employees, consultants, contractors or agents shall be agents, employees, partners or joint ventures of Zai under the terms of the Agreement. Nothing in this Agreement shall create an agency, employment, partnership or joint venture relationship between Customer and Zai.

## **Costs and expenses**

**18.10.** Except as may be expressly provided for elsewhere in this Agreement, each party will be responsible for all costs and expenses incurred by it in performing its obligations under the Agreement.

## **Headings**

18.11. The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

## **Force Majeure**

**18.12.** If performance the Agreement is interfered with or delayed by an act of God, civil unrest, war, hostilities, terrorism, seizure or expropriation of assets (other than that caused by the actions or omissions of a party), or other

destructive event outside a party's immediate control (a **"Force Majeure Event"**), the affected party shall give written notice to the other party and the affected party shall be excused from such performance during, but not longer than, the continuance of such condition.

**18.13.** Each party shall bear their own costs arising from the Force Majeure Event and shall take all reasonable steps to find ways to perform their obligations despite the Force Majeure Event.

**18.14.** If the Force Majeure Event continues for more than fifteen (15) consecutive days, either party may immediately terminate the Agreement on giving written notice to the other party.

### **Understanding of Agreement**

**18.15.** Customer acknowledges that it has read, understands and agrees to be bound by and comply with the terms and conditions of this Agreement and corresponding attachments and exhibits. Customer further acknowledges that it has been given reasonable opportunity to obtain independent legal advice on this Agreement.

**18.16.** Customer represents and warrants that the person signing this Agreement has the necessary authority to bind the Customer.

### **Schedule 1 – Card Brand Rules**

1. Card Acceptance Rules. In order to accept card payments, Customer agrees to follow the applicable Card

brand operating rules. Substantial portions of Payments Network/Card Brand Operating Rules agreements are available their respective websites:

- Visa: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
- Mastercard: <https://www.mastercard.us/content/dam/public/mastercardcom/na/global-site/documents/mastercard-rules.pdf>
- American Express: <https://www.americanexpress.com/content/dam/amex/au/merchant/pdfs/AmericanExpressMerchantTermsandConditions.pdf>
- Discover: <http://www.discovernetwork.com/>

2. Soft Descriptor Requirements (if applicable): In accordance with card brand rules, Zai may be required to prefix the soft descriptor on each transaction with "ZAI\* ". Customer shall have the remaining 19 characters to identify themselves and describe the Transaction. Cardholders will see the following lines appear on their billing statements:

- ZAI\*CUSTOMER\_TEXT Customer Support Phone#
- Zai strongly suggests that the descriptor be formatted any of 3 ways:
  - ZAI\*CUSTOMER\_NAME-SELLER\_USERNAME
  - ZAI\*SELLER\_USER\_NAME
  - ZAI\*Customer\_NAME

If Customer uses soft descriptors that are too confusing or is conducting large amounts of transactions, Zai may require Customer to restructure it according to the suggestion above.

3. Card Brand Discrimination. Unless permitted by Card Brand Rules, Customer shall not engage in any practice that discriminates against or provides unequal treatment of any Card Brand relative to any other Card Brand.

4. Card Brand Marks. Customer may use Card Brand logos or marks on Customer's promotional materials and website only to indicate that Cards are acceptable methods of payment. No Card brand logo shall be given special precedence (i.e. displayed in larger size or in colour with other Card brands shown in grayscale).

## **Schedule 2 – Service Fees and Expenses**

*[This section is intentionally left blank].*

## **Schedule 3 – Language Customer Shall Include in its Platform User Agreement**

**Language related to Zai's Privacy Policy and User Agreement:**

.....

(Platform Seller) acknowledges that Zai will provide to the (Platform Seller) services for the collection of the transaction

proceeds (net of platform fees payable to the (Customer)) in respect of a Transaction or Transactions.

By selling on [www.\(Customer\).com](http://www.(Customer).com), (Platform Seller) agrees to Zai collecting (Platform Seller's) personal information from (Customer), or from the financial institution involved in the Transaction, in order to provide (Platform Seller) with services. If the personal information is not provided, Zai may not be able to collect the transaction proceeds for the (Platform Seller).

Zai may disclose (Platform Seller's) personal information to a service provider to verify (Platform Seller's) identity or to enable Zai to provide the services. The disclosure to service providers may include those located overseas or who may host or access your personal information overseas.

The countries we may transfer, disclose or store (Platform Seller's) personal information to are: the United States of America, United Kingdom, New Zealand, Philippines and Singapore. Where information is transferred, disclosed or stored overseas, Zai will seek to ensure the recipient has security systems to prevent misuse, loss or unauthorised disclosure in line with Australian laws.

Zai may also use (Platform Seller's) personal information for other purposes such as marketing and promotion of our products and services, market research and development, customer communications and surveys, direct marketing, and creation of statistical information and data analytics.

If (Platform Seller) wishes to opt out of receiving direct marketing, (Platform Seller) may contact Zai at support@hellozai.com

A copy of Zai's Privacy Policy can be obtained at: <https://www.hellozai.com/company/policies/privacy-policy>

.....

By selling items on (**Customer**).com, the Seller also agree to be bound by Zai's User Agreement which are located at: <https://www.hellozai.com/company/policies/end-user-agreement>

Please fully read Zai's User Agreement and in particular, note that Zai or any of its Representatives are not liable for any refunds or reversals of any Transactions and are not liable to (Platform Seller) for any Losses (as that term is defined in Zai's User Agreement) arising out of or in connection with (Platform Seller's) use of Zai's services.

If Zai's disclaimer of liability is not enforceable for any reason, then, Zai's maximum aggregate liability arising from or relating to any claim (or series of related claims) arising out of or in connection with Zai's services to (Platform Seller) shall not exceed the aggregate amount of 100% of the Fees (as that term is defined in Zai's User Agreement) received in relation to (Platform Seller's) Transactions during the 12 month period preceding the date such claim(s) is/are made. In no event shall Zai be liable for any lost profits, data, or any indirect, punitive, incidental, special, consequential, or

exemplary damages arising out of, in connection with, or relating to the services.

.....

**Failure of Customer to include this language in its Platform Agreement shall result in a breach of Customer's obligations under this Agreement.**