Direct Entry Solution Terms

1 Purpose and interaction with the Agreement

(a) These Direct Entry Solution Terms are Solution Terms for the purpose of the Agreement.

(b) These Direct Entry Solution Terms, including the DDRSA and DDR Zepto pro forma terms and conditions (which are incorporated by reference) form part of the Agreement. They must be read together with the General Terms and Conditions.

(c) The General Terms and Conditions apply to these Direct Entry Solution Terms.

2 Definitions

In this Schedule, the following terms have the following meanings, unless the contrary intention appears. Other terms have the meaning given to them in the General Terms and Conditions.

BECS Participant means a participating member of BECS.

BECS Rules means the regulations and procedures issued by AusPayNet governing the participation in and the use and operation of BECS by BECS Participants.

BECS Transaction means a bulk electronic payment Transaction processed through BECS, including a Credit Item, a Debit Item, a Refusal or a Return, effected in accordance with the provision of services by Zepto under this Agreement in respect of the Client or Customers.

Credit Item means a credit payment instruction addressed to a Ledger FI.

DDR means direct debit request.

DDRSA means a direct debit request services agreement between the Client and Customers.

Debit Item means a debit payment instruction addressed to a Ledger FI.

Debit User means a person who issues a Debit Item(s) through Zepto for distribution to a Ledger FI (other than Zepto).

Direct Entry Solution(s) means the solutions to be provided by Zepto to the Client as set out in clause 3.2(a).

eDDR means a paperless Direct Debit Request that is produced, displayed and authorized via electronic means. These requests can be managed by the Client's system or by the Zepto System.

Float Account means a uniquely identifiable facility, with a BSB, number and PayID and notified to the Client, which enables the Client to settle, identify and reconcile Transactions.

1

STv1.3(April 2024)

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Funds and Transactions are recorded when the Client remits funds initiated by the Client's or a Customer's instructions.

Instant Account Verification Solution means the optional solution described in clause 3.1(b).

Item means a Credit Item and/or a Debit Item in an electronic format.

Ledger FI means the participant in BECS to which a Credit Item or Debit Item is addressed.

Pass-through Account means any one or more of Zepto's account(s) held with an ADI.

Refusal means Zepto's right to reject a Return in accordance with the BECS Rules.

Return means a reply from the Ledger FI indicating that the Credit Item or Debit Item was dishonoured or rejected for any reason including, but not limited to, the fact that the relevant account was unidentified, direct crediting or debiting through BECS was not available on the account, or the account was closed or suspended or contained insufficient funds.

3 Direct Entry Solutions

3.1 Direct Entry Solutions

(a) Zepto provides the Client the Direct Entry Solutions in consideration for the Fees described in the Fee Appendix.

(b) Zepto provides, on request from the Client in writing, the Instant Account Verification Solution. Instant Account Verification Solution is a service whereby Zepto undertakes a pre-check of Customers' accounts and other relevant details in order to help prevent any Return. Fees in respect of the Instant Account Verification Solution are specified in the Fee Appendix.

3.2 Provision of the Direct Entry Solutions

(a) Zepto must:

  (i) process BECS Transactions submitted to Zepto by the Client in the Item received by Zepto;

  (ii) process any monies received from a BECS Participant payable to the Client; and

  (iii) accept and process efficiently any Returns and any Refusals.

(b) Zepto:

  (i) has no control over or input into the content of any amount in any Item;

  (ii) is unable to determine whether any information contained in an Item is accurate, authorised or fraudulent;

  (iii) will process all payment instructions promptly in accordance with the BECS Rules; and

  (iv) will act on the Client's instructions, subject to this Agreement and Applicable Law.

STv1.3(April 2024)

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3.3 Zepto's role

Zepto, in providing the Direct Entry Solution, issues non-cash payment facilities (as defined by the Corporations Act). Cuscal Limited, an Other Institution and ADI, is responsible for the clearing and settlement of BECS Transactions.

4 Solution specific accounts and funds

4.1 Relevant accounts

(a) Zepto utilises one or more Pass-through Accounts for the purposes of undertaking and processing Transactions and otherwise providing the Solutions. It is not intended that funds remain in the Pass-through Account for any longer than is necessary to effect a Transaction.

(b) Zepto may also utilise a Float Account within a Pass-through Account. Float Accounts are generally used for the purposes of remitting funds as initiated by the Client or a Customer's Transaction instructions.

(c) The Client is not entitled to any interest or other compensation associated with any of the funds held in the Pass-through Account or Float Account.

(d) In order to comply with Applicable Law, Zepto may move funds in respect of Transactions from the Float Account to other accounts (including the Nominated Bank Account, if provided) if Zepto determines that this is necessary to maintain the nature, purpose and intent of the Pass-through Account and Float Account. For example, if the Client appears to use the Float Account as a means to store funds.

4.2 Categorisation of funds

The Client agrees that any funds received or held in the Pass-through Account is money paid to Zepto to acquire, or acquire an increased interest in a financial product pursuant to the Corporations Act, and that such financial product is deemed issued to the Client at the relevant time of receipt.

4.3 Client acknowledgements

The Client acknowledges and agrees that:

(a) Zepto has sole discretion over the establishment and maintenance of each Pass-through Account and Float Account;

(b) Zepto will make credit and debit entries reflecting Transactions against the Float Account;

(c) Zepto may debit funds in the Float Account towards satisfaction of the Client's obligations in respect of the Draw Downs described in clause 5.2 and settlement of refunds described in clause 5.3, in addition to its other rights under this Agreement;

(d) the Client must only send funds to Zepto to settle a Transaction or other obligation under this Agreement and must not send any funds to Zepto for the purpose of storage;

(e) funds in the Pass-through Account are not held on trust by Zepto; and

(f) it has no legal or beneficial interest in any funds held in the Pass-through Account and its rights in connection with such funds are limited to a contractual obligation for Zepto to transact an equivalent amount and currency of funds to enable settlement of a Transaction,

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subject to the terms of this Agreement. Zepto only has a debtor-creditor relationship with the Client.

4.4   Disclaimer

Each of clauses 4.2 and 4.3 are subject to Applicable Law. In particular, where any funds are required to be held in any other capacity (for example, beneficially for the Client), Zepto will:

(a)   follow any mandatory requirements to the extent of any inconsistency with the other provisions of this clause 4; and

(b)   seek to notify you of the difference in treatment, although a failure to do so should not be taken as a breach of the Agreement.

5   BECS Transactions

5.1   General

All Transactions must be fully funded to the Float Account and all payments must be made in accordance with these Solution Terms and the Agreement.

5.2   Limitations and Draw Downs

(a)   Zepto may refuse to accept or process, or may require an indemnity from the Client or impose other conditions before accepting or processing, any BECS Transaction or series of BECS Transactions, where Zepto suspects or has reasonable grounds to believe that to do so may result in a Transaction Dispute, Claim or circumstances warranting investigation ("**Relevant Transaction Scenario**"). This includes where, in Zepto's reasonable opinion, a BECS Transaction is for a person other than the Client or its Customer (as applicable).

(b)   The Client acknowledges and agrees that in a Relevant Transaction Scenario, Zepto may be required by a financial institution or other relevant third party to effect a Draw Down (or claim an indemnity from the Client) on account of the Relevant Transaction Scenario.

(c)   Where a Draw Down occurs:

   (i)   Zepto will notify the Client of the Draw Down that has occurred as soon as reasonably practicable; and

   (ii)   the relevant sum and any related Fees will be debited from the Float Account where the Transaction has been initiated and the relevant funds are in the Float Account; or from any other account the Client provides (including the Nominated Bank Account, if provided) where there are no such funds in the Float Account or there is a shortfall.

(d)   Any other indemnity under clause 5.2(b) will be effected on such terms notified by Zepto in writing.

(e)   The Client must take all reasonable steps to ensure that Draw Downs do not exceed 0.5% of the total BECS Transactions in any calendar month or such other threshold as notified by Zepto from time to time. Where Draw Downs exceed 0.5% of the total Transactions in any calendar month, Zepto will notify the Client and the Client must reduce the level of Draw Downs within a 30 calendar day period. Failure by the Client to reduce the number of Draw Downs as required by this clause is grounds for suspension of the Direct Entry Solution by Zepto, and is also a material breach of this Agreement.

4

STv1.3(April 2024)

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5.3 Refunds

Without limitation to clause 7.3 of Part A of the General Terms and Conditions, the Client acknowledges and agrees that Zepto will only process a refund when it is fully funded by the Client and such funds are in the Float Account. When a refund occurs, the refunded amount will be processed via the Float Account in accordance with Zepto's procedures.

6 Direct Debit Requests

6.1 Direct Debit Requests services

(a) The Client will ensure that it and/or the Customers execute a DDR and DDRSA in order for Zepto to provide the Direct Entry Solutions.

(b) The Client and the Customers must only use a DDR and DDRSA that is in a form approved by Zepto. The DDR and DDRSA are available on Zepto's website (https://www.zepto.com.au/ddr/ and https://www.zepto.com.au/ddrsa/ respectively) and are deemed to be approved by Zepto. The Client must not make any material changes to the DDR and DDRSA Zepto approves.

(c) Zepto may, in Zepto's sole discretion, amend the form of the DDR and DDRSA at any time, in order for Zepto to provide the Direct Entry Solutions and comply with Applicable Law and Industry Codes, including the BECS Rules. Zepto will use reasonable endeavours to notify the Client following any changes to the form of the DDR and DDRSA, however it is the responsibility of the Client to monitor the links specified in clause 6.1(b) to ensure it is using the then current versions of the DDR, DDRSA and mandatory DDR wording.

(d) The Client acknowledges and agrees:

    (i) that the Client accepts responsibility for the collection of all DDRs and will keep them for a period of at least seven years, unless otherwise agreed by the Parties; and

    (ii) to provide Zepto with the original or a copy of any DDR within 24 hours of a request by Zepto. The Client's failure to provide a signed or otherwise authorised DDR may result in a loss of Direct Debit funds and also a suspension of all Direct Entry Solutions.

(e) If the Client uses eDDRs, the Client must only use eDDRs for services:

    (i) whereby the Client will have an ongoing relationship with the Customer; or

    (ii) that do not in Zepto's reasonable opinion, present a significant risk of fraud. Zepto will notify the Client if it considers a matter represents a significant risk of fraud.

7 Client's responsibilities

(a) The Client must:

    (i) ensure that the correct account information appears on each Item and in the DDR;

    (ii) process and provide to Zepto any Return, Refusal or information regarding any dispute over an amount, and assist Zepto in the resolution of any issue arising out of such Return, Refusal or Dispute;

    (iii) provide Zepto with the account and other relevant details of any new Customer from whom payments are to be collected by Zepto;

5

STv1.3(April 2024)

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<blockquote>

(iv)   provide Zepto with any new account details (from the required amendment form detailing the new account details, completed and signed/authorised by the Customer and held by the Client) where a Customer is changing the account details to a financial institution different from that nominated on the original DDR;

(v)   transmit to Zepto and ensure that Zepto receives the Items in accordance with the procedures as prescribed by Zepto; and

(vi)   comply with BECS Rules.

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(b)   The Client acknowledges and agrees that:

(i)   Zepto is a conduit of amounts received, which are passed on accordingly as a debit or credit to the Client's account or Float Account;

(ii)   Zepto will advise the Client of the format and any technical and operational specifications for the Items. The Client must only use Item formats approved by Zepto. Zepto may reject, in its entirety, any Item submitted by the Client that does not comply with the format or specifications approved by Zepto; and

(iii)   Zepto will be the Client's sole and exclusive provider of the Direct Entry Solutions where specified in the Commercial Terms. In such circumstances, the Client will not procure from any other person services that are the same, or substantially equivalent to, the Direct Entry Solutions during the Initial Term or the Renewal Term, as applicable.

8   Suspension or cancellation of Solutions

8.1   Suspension of DDR

In addition to rights described in the General Terms and Conditions, Zepto reserves the right to cease or suspend this Direct Entry Solution, the Client's Direct Debits or reject any DDR if at any time:

(a)   Zepto believes that the Client, the relevant Customer or any other person has acted fraudulently or in connection with the DDR; or

(b)   the level of Draw Downs has not been rectified in accordance with clause 5.2(e).

8.2   Cancellation of DDR

(a)   Any cancellation or request to cancel the DDR must be made directly by the Client or a Customer. Upon being instructed or directed by the Client or a Customer, Zepto will cancel the DDR. The relevant period to cancel the DDR is determined by the Client, subject to Applicable Law and clause 8.2(b).

(b)   The Client acknowledges that Zepto must receive notification of any cancellations or variations before the designated Direct Debit Date.

8.3   Deemed material breach of Agreement

The Client acknowledges and agrees that any BECS Transaction conducted by any other person without authorisation to access the Zepto System will constitute a material breach of the Agreement.

9 Liability and disclaimer

9.1 Liability

Without limitation to the rights in the General Terms and Conditions, the Client acknowledges and agrees that Zepto is not:

(a) required to verify, nor will it be liable to the Client in respect of matters referred to in any written direction Zepto receives from the Client or information that is contained in a DDR;

(b) liable in connection with any Drawn Down;

(c) liable for any BECS Transaction credited or debited to or from an incorrect account as a result of making a payment in accordance with the instructions contained in an Item; and

(d) liable for (and the Client hereby releases Zepto from all liability in respect of) any Claim or Loss arising out of or in connection with the use of a DDR. This includes any delay in a Transaction processed in accordance with BEC Rules, unless the event giving rise to the Claim or Loss is directly due to Zepto's or Zepto's Representative's fraud or wilful misconduct.

This clause survives termination of this Schedule and the Agreement.

9.2 Disclaimer

If Zepto processes a BECS Transaction, Zepto does not make any representation or warranty that:

(a) the BECS Transaction is valid;

(b) the identity of the Customer is correct; or

(c) the Customer is creditworthy.

NPP Solution Terms

1   Purpose and interaction with the Agreement

(a) These NPP Solution Terms are Solution Terms for the purposes of the Agreement.

(b) The Annexures to this Schedule 2 form part of the Solution Terms. These NPP Solution Terms form part of the Agreement. They must be read together with the General Terms and Conditions.

(c) The General Terms and Conditions apply to these NPP Solution Terms.

(d) If there is any conflict between any of the terms in annexures and the NPP Solution Terms in Schedule 2, the terms in the annexures prevail.

2   Definitions

In this schedule, the following terms have the following meanings, unless the contrary intention appears. Other terms have the meaning given to them in the General Terms and Conditions.

Account means an account with an ADI or Identified Institution to which NPP Payments may be received and from which NPP Payments may be made.

Account Holder means the person who owns or is authorised to operate an Account.

Account Number means the number issued by the provider of an Account to identify a particular Account.

Authorised Payment Mandate has the meaning given to it in Annexure B.

Clearing means activities such as sending, receipt and confirmation of payment messages from the time a commitment is made for a Transaction until it is settled. Clearing within a NPP context refers to a set of message flows that includes a Clearing Request from a Debtor Agent and a Clearing notification from a Creditor Agent. Clearing includes the activities that occur before settlement.

Clearing Request or **CR** means the NPP Message that initiates an NPP Payment.

Connected Institution means a body corporate which is connected to the NPP Basic Infrastructure solely for the purpose of sending and receiving Non-Value Messages, and which may also be an "Overlay Service Provider" (as defined in the NPP Regulations).

Contact Receivable means a Float Account, including BSB, Account Number and PayID that can be used to receive NPP Payments from a Payee for the purpose of automated and simplified reconciliation.

Contact Receivable Solution means the solution we provide that will identify each payment received from the Client's Customers to the Client's unique PayID and/or BSB and Account Number.

Creditor means a person or organisation to whom money is owed by a debtor.

Creditor Agent means the FI which issued the Creditor Account to which an amount of money is due.

Debtor means the party that owes an amount of money to a Creditor.

Debtor Agent means the FI which issued the Debtor Account which owes an amount of money to a Creditor.

Disabling Event means any:

    (a)   Outage (other than an FSS Outage or NPP scheduled maintenance) or processing, communications or other failure of a technical nature;

    (b)   data or security breach; or

    (c)   inaccessibility (total or partial) to facilities by means of which NPP Payments or Non-Value Messages are sent and received; and

which affects, or may affect, the ability of any NPP Participant to send or receive NPP Payments or 'Non-Value Messages', or of any Connected Institution to send or receive 'Non-Value Messages' or of any 'Overlay Service Provider' to provide its 'Overlay Service' (as such terms are defined in the NPP Regulations).

Duplicate Payment means an NPP Payment which has the same Transaction ID as another NPP Payment within any 48-hour period (but which is not a Replay).

ePayments Code means the ePayments Code issued by the Australian Securities and Investments Commission.

Error Payment means an NPP Payment initiated by a Payer who is not a 'user' as that term is defined in the ePayments Code, which, as a result of the Payer's error, is directed to the wrong Account.

FI means a financial institution.

Float Account means a uniquely identifiable account, with a BSB, account number and PayID and notified to the Client, which enables the Client to settle, identify and reconcile Transactions. Funds and Transactions are recorded when the Client remits funds initiated by the Client's or a Customer's instructions.

FSS Outage means an outage of the Fast Settlement Service, the RBA's settlement service operated as part of RITS for settlement of NPP Payments by NPP Participants.

Full Participant means an NPP Participant which:

    (a)   connects directly to the NPP Basic Infrastructure for the purposes of sending and receiving NPP Payments and Non-Value Messages; and

    (b)   is authorised by the RBA to use the FSS for settlement of NPP Payments.

Identified Institution means an institution that is not connected to the NPP Basic Infrastructure, but which has an arrangement with one or more NPP Participants to clear and/or settle NPP Payments on its behalf using the institution's BSB, associated BIC11 and payment routing information set out in the NPP Business Reference Data Table.

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Incident means a Disabling Event, and any other incident or event of a similar nature as determined by NPPA or the NPP Incident Response Group.

ISO 20022 refers to the international standard for financial industry messaging set out in the document ISO 20022 Financial Solutions - Universal financial industry message scheme.

Item means a credit payment instruction in an electronic format.

Locked PayID means a PayID which Zepto has temporarily disabled in the PayID Service.

Misdirected Payment means an NPP Payment initiated by a Payer, using a PayID as a proxy for the destination PayID Address, which is directed to an incorrect Account because the Registering Participant has not correctly registered or maintained the PayID Information.

Mistaken Payment means an NPP Payment initiated by a Payer who is a 'user', as that term is defined in the ePayments Code, which, as a result of the Payer's error, is directed to the wrong Account, for example the Payer:

(a)   uses or inputs incorrect Payee Account details in the initiation message, either accidentally or because of being advised by the Payee of wrong Account details; or

(b)   selects the incorrect Payee from a list of potential Payees.

Mandated Payments Service or MPS or PayTo means the NPP business services described in Part 17 of the NPP Regulations.

MPS User Terms and Conditions means the MPS User Terms and Conditions set out at Annexure B to these Solution Terms.

NPP Adjustment means a Transaction initiated by Zepto or the Client and a Customer to adjust or reverse an NPP Payment, which has already been cleared and settled.

NPP Basic Infrastructure means the NPP basic infrastructure network and addressing service operated by SWIFT, with link settlement via the FSS. The NPP basic infrastructure:

(a)   supports the exchange of Non-Value Messages between NPP Participants and Connected Institutions; and

(b)   facilitates the Clearing and settlement of NPP Payments between NPP Participants.

NPP Message means a financial message within the NPP Message Set formatted in accordance with ISO 20022.

NPP Message Set means the set of ISO 20022 messages approved and published by NPPA for use within the NPP Basic Infrastructure.

NPP Participant means a Full Participant, a Clearing Participant or a Settlement Participant.

NPP Payment means payments cleared and settled via NPP.

NPP Payment Return means an NPP Message that a Payee FI will send to affect a return of a settled Misdirected Payment, Mistaken Payment, Error Payment, Duplicate Payment or other settled NPP Payment which it determines to return (as an unsolicited Payment Return) or which it returns pursuant to a Payer Participant's Request for Payment Return.

NPP Payment Return Request means the NPP Message generated by a Payer Participant to request the return of a settled NPP Payment.

NPP Procedures means the technical, operational and security procedures prescribed by NPPA for the purposes of the NPP Basic Infrastructure.

NPP Regulations means the rules prescribed by NPPA that establish the core obligations and rights between NPPA, NPP Participants, Connected Institutions and Overlay Service Providers, including, without limitation, the annexures and schedules to those regulations.

NPP Solutions means the Solutions provided under these NPP Solution Terms, and described in clause 3.1.

NPP Transaction means an end-to-end Payment, Payment Return or NPP Adjustment, effected in accordance with the provision of solutions by Zepto under these NPP Solution Terms in respect of the Client or the Client's Customers.

Outage in relation to:

(a)   a Full Participant, Clearing Participant or Connected Institution, means a total or partial PAG outage or back-office system outage, whether of an intermittent nature or not, which persists for a period of minutes specified for an outage in the NPP Regulations, or more; and

(b)   in relation to the FSS PAG, means an outage notified by the RBA to NPPA.

Pass-through Account means any one or more of Zepto's account(s) held with an ADI.

Payee means, in relation to a Payment, the Account Holder of the destination Account.

Payee Participant means in relation to an NPP Payment, means the NPP Participant to which the Clearing Request is directed.

Payer means in relation to a Payment, the Account Holder of the source Account.

Payer Participant means in relation to an NPP Payment, means the NPP Participant which sends a Clearing Request.

PayID and **PayID Identifier** means an alternative identifier, such as a phone number or email address, or any other unique identifier for an Account approved by NPPA for registration in the NPP Addressing Service.

PayID Address means the Issuer Identifier and Account Number associated with a PayID.

PayID Information means the PayID Identifier, PayID Address and PayID Name for an Account.

PayID Name means a name, word, or any combination of alphanumeric and/or other approved characters to reasonably represent and identify an Account Holder, either generated for or selected by the Account Holder by or on behalf of the Registering Participant or selected by the Account Holder with Registering Participant approval.

PayID Use Rules means the rules set out in Annexure A to these NPP Solution Terms.

PayID Service means the central payment addressing service, which is available for addressing NPP Payments.

PayID Type means the type of identifier the Client and a Customer select for receiving NPP Payments, which may be the Client's and a Customer's telephone number, mobile number, email address, Australian company number, Australian business number.

Payment means a movement of funds between Accounts using the Zepto NPP Solution.

Payment Request means a message that a Payee will send to a Payer requesting a Payment.

Payment Return means an NPP Message that a Payee Participant will send to affect a return of a settled Misdirected Payment, Mistaken Payment, Error Payment, Duplicate Payment or other settled NPP Payment which it determines to return (as an Unsolicited Payment Return) or which it returns pursuant to a Payer Participant's NPP Payment Return Request.

RBA means the Reserve Bank of Australia.

Registering Participant is as defined in the NPP Regulations.

Replay means the resending of an NPP Message with the same Transaction ID.

RITS means the RBA's Information & Transfer System, which is Australia's high value real-time gross settlement (RTGS) system and is used by banks and other approved institutions to settle obligations arising from the exchange of payments and securities Transactions.

Settlement means the process by which Zepto settles all financial obligations arising from the Clearing of payments and the term "**Settle**" is construed accordingly.

SWIFT means S.W.I.F.T. Domestic Australia Pty Limited ACN 602 666 142.

Zepto NPP Solution means the NPP Solutions made available by Zepto to the Client.

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3 Solutions

3.1 NPP Solutions

The NPP Solutions comprise of the following:

(a) **NPP Payments:** the Client, and if the Client requests, Customers may send and receive real time payments via Single Credit Transfer or OSKO in accordance with the NPP Procedures and NPP Regulations; and

(b) **Manage the Client's PayIDs:** the Client may create, amend, and de-register the Client's PayIDs in accordance with these Solution Terms, Applicable Law and Industry Codes.

3.2 Contact Receivable Solution

Upon the Client's request in writing, Zepto will provide the Client with the Contact Receivable Solution. Zepto will issue the Client with a PayID, BSB and Account Number for each Contact Receivable created.

3.3 MPS Solutions

(a) Upon the Client's request in writing, Zepto will provide the Client MPS Solutions. MPS Solutions enable the Client to request, and a Customer to pre-authorise an NPP Payment, or a series of NPP Payments, in accordance with an Authorised Payment Mandate, and to amend, suspend, unsuspend, and cancel Authorised Payment Mandates.

(b)   In respect of MPS Solutions, Zepto does not hold any funds, as funds move directly from Payer to Payee (and not through the Pass-through Account) unless Zepto agrees in the Commercial Terms to provide the Client with "PayTo (Float Settlement)" Solutions. Accordingly, clause 4 does not apply to the MPS Solutions unless Zepto agrees in the Commercial Terms to provide the Client with "PayTo (Float Settlement)" Solutions, in which case clause 4 does apply.

3.4   Zepto's role

Zepto, in providing the NPP Solution, issues non-cash payment facilities (as defined by the Corporations Act). Cuscal Limited, an Other Institution and ADI, is responsible for the clearing and settlement of NPP Transactions.

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4   Solution specific accounts

4.1   Relevant accounts

(a)   Zepto utilises one or more Pass-through Accounts for the purposes of undertaking and processing Transactions and otherwise providing the Solutions. It is not intended that funds remain in the Pass-through Account for any longer than is necessary to effect a Transaction.

(b)   Zepto may also utilise a Float Account within a Pass-through Account. Float Accounts are generally used for the purposes of remitting funds as initiated by the Client or a Customer's Transaction instructions.

(c)   The Client is not entitled to any interest or other compensation associated with any of the funds held in the Pass-through Account or Float Account.

(d)   In order to comply with Applicable Law, Zepto may initiate Transactions from the Float Account to other accounts (including the Nominated Bank Account, if provided) if Zepto determines that this is necessary to maintain the nature, purpose and intent of the Pass-through Account and Float Account. For example, if the Client appears to use the Float Account as a means to store funds.

4.2   Categorisation of funds

The Client agrees that any funds received or held in the Pass-through Account is money paid to Zepto to acquire, or acquire an increased interest in a financial product pursuant to the Corporations Act, and that such financial product is deemed issued to the Client at the relevant time of receipt.

4.3   Client acknowledgements

The Client acknowledges and agrees that:

(a)   Zepto has sole discretion over the establishment and maintenance of each Pass-through Account and Float Account;

(b)   Zepto will make credit and debit entries reflecting Transactions against the Float Account; and

(c)   Zepto may debit funds in the Float Account towards satisfaction of the Client's obligations in respect of Draw Downs described in clause 5.2 and the settlement of refunds described in clauses 5.3, in addition to its other rights under this Agreement.

(d)   the Client must only send funds to Zepto to settle a Transaction or other obligation under this Agreement and must not send any funds to Zepto for the purpose of storage;

(e)   funds in the Pass-through Account are not held on trust by Zepto; and

(f)   it has no legal or beneficial interest in any funds held in the Pass-through Account and its rights in connection with such funds are limited to a contractual obligation for Zepto to transact an equivalent amount and currency of funds to enable settlement of a Transaction, subject to the terms of this Agreement. Zepto only has a debtor-creditor relationship with the Client.

4.4   Disclaimer

Each of clauses 4.2 and 4.3 are subject to Applicable Law. In particular, where any funds are required to be held in any other capacity (for example, beneficially for the Client), Zepto will:

(a)   follow any mandatory requirements to the extent of any inconsistency with the other provisions of this clause 4; and

(b)   seek to notify you of the difference in treatment, although a failure to do so should not be taken as a breach of the Agreement.

5   NPP Transactions

5.1   General

All Transactions must be fully funded and all payments must be made in accordance with these Solution Terms and Agreement.

5.2   Limitations and Draw Downs

(a)   Zepto may refuse to accept or process, or may require an indemnity from the Client or impose other conditions before accepting or processing, any NPP Transaction or series of NPP Transactions, where Zepto suspects or has reasonable grounds to believe that to do so may result in a Transaction Dispute, Claim or circumstances warranting investigation ("**Relevant Transaction Scenario**"). This includes where, in Zepto's reasonable opinion, a NPP Transaction is for a person other than the Client or its Customer (as applicable).

(b)   The Client acknowledges and agrees that in a Relevant Transaction Scenario, Zepto may be required by a financial institution or other relevant third party to effect a Draw Down (or claim an indemnity from the Client) on account of the Relevant Transaction Scenario.

(c)   Where a Draw Down occurs:

(i)   Zepto will notify the Client of the Draw Down that has occurred as soon as reasonably practicable;

(ii)   the relevant sum and any related Fees will be debited from the Transaction sum, where the Transaction has been initiated and the relevant funds are in the Pass-through Account or any other account the Client provides (including the Nominated Bank Account, if provided), where there are no such funds or there is a shortfall; and

(iii)   the Draw Down may be reversed if Zepto receives evidence to its reasonable satisfaction that the relevant Transaction is valid, lawful and otherwise appropriate and this evidence is accepted by any relevant financial institution or

other third party. Any Fees related to any Draw Down are not refundable by Zepto even if a Draw Down is reversed.

(d) Any other indemnity under clause 5.2(b) will be effected on such terms notified by Zepto in writing.

(e) The Client must take all reasonable steps to ensure that Draw Downs do not exceed 0.5% of the total NPP Transactions in any calendar month or such other threshold as notified by Zepto from time to time. Where Draw Downs exceed 0.5% of the total Transactions in any calendar month, Zepto will notify the Client and the Client must reduce the level of Draw Downs within a 30 calendar day period. Failure by the Client to reduce the number of Draw Downs as required by this clause is grounds for suspension of the NPP Solutions by Zepto, and is also a material breach of this Agreement.

5.3   Refunds

Without limitation to clause 7.3 of Part A of the General Terms and Conditions, the Client acknowledges and agrees that Zepto will only process a refund when it is fully funded by the Client. When a refund occurs, the refunded amount will be processed in accordance with Zepto's procedures.

6   Responsibilities

(a) The Client must:

(i) ensure that correct information appears on each Item;

(ii) process and provide to Zepto any information regarding any dispute over an amount and assist Zepto in the resolution of any issue arising out of a solicited request;

(iii) comply with the NPP Regulations and Procedures; and

(iv) where you have requested Zepto provide MPS solutions, comply with the MPS User Terms and Conditions.

(b) The Client acknowledges and agrees that:

(i) Zepto will process all NPP Transactions in accordance with relevant Industry Codes and corresponding settlement process;

(ii) Zepto will draw the funds necessary to process NPP Transactions from the Client's Float Account, which must be prefunded in order to make the NPP Transactions;

(iii) Subject to NPP Regulations and NPP Procedures, Zepto will be the Client's sole and exclusive provider of the NPP Solutions where specified in the Commercial Terms. In such circumstances, the Client will not procure from any other person services that are the same, or substantially equivalent to, the NPP Solutions during the Initial Term or any Renewal Term; and

(iv) Zepto will rely on the instructions received from the Client, the NPPA or any NPPA member, without making any further inquiry, verification or authentication of any particulars or reconciliation of NPP Transactions.

(c)   For any given Transaction, only the obligations applicable to Zepto's role in that Transaction will apply to Zepto, only the obligations applicable to the Client's role in that Transaction will apply to the Client, and any obligations applicable to the other FI to that Transaction are to be interpreted as being included for information purposes only.

7   Fees

Fees payable by the Client for the NPP Solutions, MPS Solutions or the Contact Receivable Solutions are detailed in the Fee Appendix.

8   NPP Solutions

8.1   Receiving NPP Payments to Client's PayIDs

The PayID Service enables Payers (the Account Holder of the source Account) to make NPP Payments to Payees (the Account holder of the destination Account) using an alternative identifier instead of bank account details. The Client's Customers:

(a)   do not have to have a registered PayID to be a Payer; and

(b)   may use the Client's PayIDs to make NPP Payments to the Client from the Client's Customer's Account if:

(i)   Zepto and the Payer's FI support the NPP Payment service;

(ii)   the Payer's account is able to send NPP Payments; and

(iii)   the Client's PayID is active.

8.2   PayID: creation and choosing a PayID Name

(a)   The Client can create a PayID if it is a supported PayID Type as outlined in the PayID Use Rules. Zepto will not create a PayID for the Client without the Client's consent.

(b)   The Client may choose to create a PayID for each of the Client's Float Accounts.

(c)   Zepto may ask the Client to provide evidence to establish that the Client is authorised to use the Client's chosen PayID to Zepto's satisfaction before the Client can use it to receive NPP Payments, whether the Client is   already registered for any other mobile or online banking or online payment services with Zepto or not.

(d)   Once a PayID is created and linked to the Client's Float Account, it may not be used in relation to any other account with Zepto or with any other FI.

(e)   The PayID Service does not support duplicate PayIDs.

(f)   Depending on the policy of a Payer's FI, the Client's PayID Name may be displayed to Payers who send NPP Payments to the Client. At the same time the Client creates the Client's PayID, Zepto will enable the Client to confirm the Client's selection of a PayID Name for display to Payers.

(g)   The Client is not permitted to select a PayID Name that is unlawful, offensive, inappropriate for any reason or is likely to mislead or deceive a Payer into sending the Client NPP Payments intended for another Payee.

8.3   Change of PayID Name

Zepto will change, on request from the Client, the Client's PayID Name for the Fee specified in the Fee Appendix, subject to satisfying the requirements in clause 8.2 and the PayID Rules.

8.4   PayID Transfer

(a)   The Client can transfer the Client's PayID from the Client's Float Account to another Float Account with Zepto by submitting a request in the Client's Zepto Profile.

(b)   To transfer a PayID that the Client created for an Account with another FI to the Client's Float Account with Zepto, the Client will need to initiate the process with that FI.

(c)   A Locked PayID cannot be transferred.

(d)   Upon termination of the Agreement or this NPP Service a transfer of the Client's PayID to another FI is a two-step process initiated by the Client and completed by that FI. If the other FI does not complete the transfer within 14 calendar days, the transfer will be deemed ineffective and the Client's PayID will remain with the Client's Float Account with Zepto until it is de-registered in accordance with the PayID Use Rules. The Client can request the transfer of the Client's PayID at any time before it being de-registered.

8.5   PayID De-Registration

(a)   The Client may de-register the Client's PayID at any time.

(b)   The Client must notify Zepto immediately if the Client no longer owns or has authority to use the Client's PayID.

8.6   PayID Locking and Unlocking

(a)   Zepto employs processes to monitor PayID use to manage PayID misuse and fraud. The Client consents to Zepto Locking the Client's PayID if Zepto reasonably suspects Unauthorised Activity in respect of the Client's PayID.

(b)   The Client may request to unlock a Locked PayID, execution of which will be at Zepto's sole discretion.

8.7   NPP Adjustments

(a)   An NPP Adjustment may arise as a result of:

(i)   an NPP Payment Return;

(ii)   a Mistaken Payment;

(iii)   an Error Payment;

(iv)   a Misdirected Payment;

(v)   an NPP overpayment;

(vi)   a duplicate NPP Payment;

(vii)   a payment processing error made by an NPP Participant;

(viii)   an NPP Payment that has been made without the Client's or the Client's Customer's authorisation; or

17

STv1.3(April 2024)

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(ix)   a fraudulent NPP Payment (including fraud arising in connection with the use of a PayID).

(b)   The Client can request an NPP Adjustment if the Client believes that an NPP Payment from or to the Client's Float Account is a Transaction as described in clause 8.7(a). Zepto will assess the request and at Zepto's sole discretion determine whether the NPP Adjustment should be implemented.

(c)   A Customer can request an NPP Adjustment with their FI if a Customer believes that an NPP Payment from or to the Client is a Transaction as described in clause 8.7(a). Zepto will assess the Customer's request and at Zepto's sole discretion determine whether the NPP Adjustment should be implemented.

(d)   Zepto may make an NPP Adjustment if Zepto agrees to the Client's or the Customer's request, which will be processed in accordance with the NPP Procedures or NPP Regulations.

8.8   Mistaken Payments

(a)   If Zepto determines that a settled NPP Payment from the Client's Account is, or is likely to be, a Mistaken Payment, Zepto will request a return of the payment from the NPP Payee's FI.

(b)   Where Zepto and the sending FI determine that an NPP Payment made to the Client's Account is a Mistaken Payment, Zepto may, without the Client's consent, and subject to complying with any other applicable terms and conditions in the Agreement, deduct from the Client's Account an amount up to the original amount of the Mistaken Payment. Zepto will notify the Client if this occurs.

(c)   When a Payee FI receives a request for the return of an NPP Payment relating to a Mistaken Payment, it must use reasonable endeavours to assess whether it is a Mistaken Payment and must use reasonable endeavours to recover any mistakenly paid funds.

(d)   The following rules will apply when a request is made for the return of a Mistaken Payment that is made from or to the Client's Account. In these rules, Zepto will be the Payer FI when the payment is made from the Client's Account, and Zepto will be the Payee FI when the payment is made to the Client's Account:

(i)   Where a request is made for the return of a Mistaken Payment, the Payee FI must acknowledge the request within 24 hours and advise within five Business Days whether there are sufficient funds in the account of the mistaken Payee Customer to cover the payment. The Payee FI must use reasonable endeavours to assess whether or not a Mistaken Payment has been made.

(ii)   Where the Mistaken Payment is reported within 10 Business Days of the payment, the Payee FI should assess whether a Mistaken Payment has been made within five Business Days of receiving the request for the return of the payment or such longer period as is reasonably necessary, up to a maximum of 10 Business Days if it seeks additional information from the Payer FI or intended Payee FI. If appropriate, the Payee FI may withdraw the funds from the mistaken Payee Customer's account within five Business Days of receiving the request for payment return, or a maximum of 10 Business Days if a longer period is necessary to make the assessment of whether a Mistaken Payment has been made and return them in accordance with the request for payment return.

(iii) If a request is made for the return of a Mistaken Payment more than 10 Business Days after the payment but within seven months from the payment, the Payee FI has 10 Business Days to determine whether a Mistaken Payment has been made. It may if appropriate place a hold on the funds in the mistaken Payee Customer's account for a further period of up to 10 Business Days, subject to the availability of the funds. The Payee FI must inform the mistaken Payee Customer of the alleged Mistaken Payment and the intention to withdraw the funds from the mistaken Payee Customer's account. If the mistaken Payee Customer consents to the withdrawal of funds, it may withdraw the funds within two Business Days of receiving consent, and return them in accordance with the request for payment return. If the Customer does not consent or respond, after a period of 10 Business Days it may withdraw the funds in any case and return them with the request for payment return.

(iv) If the request for the return of a Mistaken Payment is reported more than seven months after the payment, the Payee FI is required to assess whether a Mistaken Payment has been made within a reasonable time of receiving a request if appropriate and must seek the consent of the mistaken Payee Customer to withdraw the funds. If the Customer consents, it may withdraw the funds within two Business Days of receiving consent and then return them.

8.9 Misdirected Payments

(a) If Zepto determines that a settled NPP Payment from the Client's Account is a Misdirected Payment, Zepto may request a return of the payment from the NPP Payee's FI. That FI must use reasonable endeavours to assess and determine whether it is a Misdirected Payment, and if it is satisfied that the payment is a Misdirected Payment, it must make the payment return within the timeframes specified in clause 8.8(d)(iii).

(b) Where Zepto and the sending FI determine that an NPP Payment made to the Client's Account is a Misdirected Payment, Zepto may, without the Client's consent, and subject to complying with any other applicable terms and conditions, deduct from the Client's Account an amount up to the original amount of the Misdirected Payment. Zepto will notify the Client if this occurs.

8.10 Duplicate and Error NPP Payments and NPP Overpayments

If Zepto determines that a settled NPP Payment from the Client's Float Account:

(a) is a duplicate NPP Payment;

(b) is an Error Payment;

(c) has been sent as a result of Zepto's own error; or

(d) if the Client requests a return of all of an NPP overpayment (or the amount overpaid),

Zepto may request a return of the payment from the NPP Payee's FI. That FI must use reasonable endeavours to assess and determine whether the payment is one of the payments described above, and if it is satisfied that it is one of these payments, it may make a payment return (or return the amount overpaid) within the timeframes specified in clause 8.11(f).

8.11 Payment disputes and investigations

(a) The Client may ask Zepto to investigate an NPP Transaction.

(b) The Client must tell Zepto immediately if:

(i) the Client or any Customer becomes aware of any delays or errors in processing the Client's or the Client's Customer's NPP Payments; or

(ii) the Client or any Customer believes that the Client or any Customer has been fraudulently induced to make an NPP Payment.

(c) Zepto will investigate and if appropriate attempt to rectify any such matters in relation to the Client's or the Client's Customer's NPP Payment in the way described in this clause 8.11.

(d) Zepto will keep the Client or a Customer informed of the progress of all disputes and investigations. However, Zepto may not notify the Client or a Customer or keep the Client and a Customer informed of certain investigations and disputes subject to Applicable Law, Industry Codes and where Zepto reasonably determines that doing so will, or is likely to, compromise the integrity of the investigation or NPP more broadly.

(e) If the Client or a Customer tells Zepto that an NPP Payment made from the Client or the Client's Customer's Account is unauthorised, the Client or a Customer must first provide Zepto with written consent addressed to the NPP Payee who received that NPP Payment, consenting to Zepto obtaining from the NPP Payee information about the Client or the Client's Customer's NPP Payment, including such information as Zepto reasonably requires in order to investigate the NPP Payment. Zepto is not obliged to investigate or rectify any NPP Payment if the Client or a Customer does not provide this consent. If the Client or a Customer does not provide consent, the NPP Payee may not be permitted under Law to disclose to Zepto information Zepto needs to investigate or rectify that NPP Payment.

(f) If Zepto requests an NPP Payment Return, the Payee FI should resolve a request for payment return within 10 Business Days if the request is initiated because of a complaint or request made by the Client or a Customer to Zepto. If the Payee FI cannot resolve the request for payment returned within 10 Business Days, for example because the Client's or a Customer's request is some time after the original NPP Payment, the Payee FI must send Zepto a pending status message indicating that the case is still being investigated. Where the request for payment return is initiated by Zepto due to a duplicate NPP Payment or due to a processing error made by Zepto, the Payee FI should respond to the request within 24 hours, on a best endeavours basis.

9 Liability

Without limitation to the rights in the General Terms and Conditions, Zepto is not liable for any Claim or Loss arising out of or in connection with:

(a) any NPP Transaction to or from an incorrect Account as a result of making a payment in accordance with the instructions contained in an Item;

(b) any Drawn Down; or

(c) any error in the NPP Transaction processing if such error was due to an incorrect payment instruction received from such persons,

unless the event giving rise to the Claim or Loss is directly due to Zepto's or Zepto's Representative's negligence, fraud or wilful misconduct.

This clause survives termination of this Schedule and the Agreement.

10   Privacy

(a) By creating the Client's and a Customer's PayID, the Client and the Customer authorises:

    (i) Zepto to record the Client's and/or the Customer's PayID, PayID Name and Account details (including full legal account name) ("**PayID Record**") in the PayID Service; and

    (ii) NPP Participants which are Payers' FIs to use the Client's and/or the Customer's PayID information for the purposes of constructing NPP Payment messages, making NPP Payments to the Client and/or the Customer, and to disclose the Client's and/or the Customer's PayID Name to Payers for NPP Payment validation.

(b) To the extent that the creation and use of the PayID Record constitutes the disclosure, storage and use of the Client's and a Customer's Personal Information within the meaning of the Privacy Act, the Client and all Customers acknowledge, agree and consent to that disclosure, storage and use.

Annexure A PayID Use Rules

1 Interaction with the NPP Solution Terms

(a) The PayID Use Rules apply when the Client has applied for, and been approved to receive the NPP Solutions.

(b) These rules form part of the NPP Solution Terms.

(c) Terms defined in the General Terms and Conditions and NPP Solution Terms have the same meaning when used in these PayID Use Rules.

2 PayID creation

(a) The Client must not create a PayID except as provided in this clause 2.

(b) The only acceptable PayID Type is an email address.

(c) The Client may register PayIDs for the Client's Float Account(s).

(d) The Client must comply with the NPP Solution Terms when creating a PayID.

3 PayID maintenance

(a) The only maintenance that the Client is permitted to perform on a PayID is creation and de-registration of a PayID.

(b) The Client is not permitted to amend or transfer a PayID.

4 PayID validation and sanctions checks

(a) The Client must validate the PayID Type for a PayID prior to registration of the PayID.

(b) In accordance with Financial Crime Regulations before registration of the PayID of the Client or Customer, the Client must have completed screening checks on its Customer and beneficial owners as required by Financial Crime Regulations.

5 PayID de-registration

(a) A PayID de-registration request may be triggered in the following circumstances, among others:

    (i) where the PayID is used in suspected or actual contravention of Financial Crime Regulations;

    (ii) where on-going due diligence identifies discrepancies in Customer ownership and/or identifies Proscribed Persons or politically exposed persons;

    (iii) where the PayID is unused or inactive; or

    (iv) where the user requests de-registration.

(b) Subject to clause 5(c) below, the Client must de-register PayIDs within a reasonable timeframe and not leave them unused or inactive for extensive periods.

(c) The Client must submit a request to Zepto to de-register a PayID within the timeframes specified below in the following circumstances:

    (i) in the case of a contravention of Financial Crime Regulations, immediately upon identification of the contravention;

    (ii) in the case of an unused or inactive PayID, after no more than 90 calendar days of non-use or inactivity;

    (iii) in the case of a user-initiated request for de-registration, immediately upon receiving the user request; and

    (iv) Zepto will de-register PayIDs that have been inactive for more than 90 days.

Annexure B PayTo User Terms and Conditions

1   Interaction with the Agreement

These PayTo User Terms and Conditions form part of the NPP Solution Terms. They must be read together with the General Terms and Conditions.

2   Definitions

In this annexure, the following terms have the following meanings, unless the contrary intention appears. Other terms have the meaning given to them in the General Terms and Conditions and NPP Solution Terms.

1. **Authorised Payment Mandate** means a Mandate that has been authorised by the Customer and stored in the Mandate Management Service, authorising an NPP Payment, or a series of NPP Payments, to be made from the Customer's account to an MPS User's account.

2. **Customer Financial Institution** means the Customer's financial institution.

3. **Direct Debit** means an automatic transaction that transfers money from one account to another.

4. **Documentation** means any documentation Zepto may provide the Client to assist the Client in using the Mandated Payment Service including manuals and guides, whether in an electronic form or otherwise.

5. **Mandate** means a payment mandate produced in accordance with this Agreement clause 3.2 which has not yet been approved by the Customer.

6. **Mandate Management Service** means the central, secure database operated by NPPA of Authorised Payment Mandates.

7. **Mandated Payment Service** means a service which enables an MPS User to request, and the Customer/s to pre-authorise an NPP Payment, or a series of NPP Payments, in accordance with an Authorised Payment Mandate, and to amend, suspend, unsuspend, and cancel Authorised Payment Mandates.

8. **MPS User** means a Payee Customer who is authorised and approved by an NPP participant, or its sponsored Identified Institution, to use the Mandate Management Service and Mandated Payment Service.

9. **Payee Customer** means a payee customer of an NPP Participant (or its sponsored Identified Institution).

10. **Payment Initiator** means a payment service provider who, whether acting on behalf of the Payer Customer or a Payee Customer, is authorised by the Payer customer to initiate payments from the payer customer's account.

3 Authorised Payment Mandate

3.1 Creating an Authorised Payment Mandate

(a) An Authorised Payment Mandate may be initiated by the Client or by Zepto for any Customer.

(b) Once the Client has agreed the terms upon which the Client will engage with a Customer, the Client must request the Customer to provide their:

    (i) bank Account Number;

    (ii) BSB;

    (iii) PayID; and

    (iv) payment card number,

(as applicable).

Any data provided to the Client by the Customer must be processed in accordance with the Client's privacy policy and terms and conditions. The Client is responsible for any data provided to the Client by the Customer.

(c) The Client will instruct Zepto to produce a Mandate which Zepto will include on the Mandate Management Service. The NPPA, through the Mandate Management Service, will notify the Customer Financial Institution of the Mandate at which point the Customer will receive a notification to either authorise or reject the Mandate.

(d) The Customer is required to authorise or reject the Mandate within the period of time specified in the Mandate, otherwise the Mandate will lapse. Such period of time must not exceed five calendar days, (unless the Client and the Customer are expecting a "real-time" response, in which case the Customer/s are required to respond to the Mandate within five minutes). Where the Customer does not authorise or reject the Mandate within the specified period of time, the Mandate is deemed to be rejected.

(e) If the Customer rejects a Mandate because they do not believe that it reflects the terms of the agreement that it will enter into with the Payee Customer, the Customer is required to contact the MPS User / Payee Customer and have the MPS User amend and resubmit the details of the Mandate.

(f) Once a Mandate has been authorised by the Customer, the Customer Financial Institution will update the Mandate Management Service with this information and the Mandate becomes an Authorised Payment Mandate.

(g) An MPS User may recall a Mandate at any time up until the point at which the Customer authorises that Mandate in accordance with subclause (d) above, or the Mandate expires.

(h) MPS Users must not submit any more than three Mandates per day to the Customer/s for the same goods or services. Zepto reserves the right to suspend Mandates that do not comply with this clause.

(i) The Client agrees not to initiate an Authorised Payment Mandate where the Client has a Direct Debit request and Direct Debit request service agreement in place with a Customer for the same goods or services.

(j) Zepto reserves the right to take any necessary action to ensure the Client does not have an Authorised Payment Mandate, Direct Debit request and Direct Debit request service agreement in place simultaneously for the same goods or services with a Customer.

3.2 Amending an Authorised Payment Mandate

(a) From time to time, the terms of the agreement between a Payee Customer and each Customer may be amended which will then need to be captured in the relevant Authorised Payment Mandate. The amendment of an Authorised Payment Mandate must be initiated by the Client. The Client must obtain consent from each Customer to any changes to the terms of the Client's agreement with those customers before initiating an amendment to an Authorised Payment Mandate.

(b) The Client acknowledges that the Client holds, and are able to produce evidence upon request, of each Customer's consent obtained pursuant to subclause (a) above.

(c) The Client must instruct Zepto to process an amendment to the Authorised Payment Mandate in the Mandate Management Service on the Client's behalf. The Mandate Management Service will notify the Customer Financial Institution of the amendment request at which point the Customer is required to either authorise or reject the amendment request.

(d) The Customer must either authorise or reject the amendment request within five calendar days, otherwise the amendment request will lapse and is deemed to be rejected.

(e) If the Customer rejects the amendment request because they do not believe that it reflects the updated terms of the agreement that it has with the Payee Customer, the Customer must contact the Payee Customer and have them resubmit the amendment request with the correct details.

(f) Once an amendment request has been authorised by the Customer, the Customer Financial Institution will promptly update the Mandate Management Service with this information. The updated Authorised Payment Mandate will apply from the date that is specified in the agreement between the Customer and the Payee Customer.

(g) MPS Users must not submit any more than three requests to amend an Authorised Payment Mandate to a Customer within one day.

3.3 Pausing an Authorised Payment Mandate

(a) The Client may instruct Zepto to pause and resume the Customer's Authorised Payment Mandate via the Zepto System. Zepto will act on the Client's instruction to pause or resume the Customer's Payment Agreement by updating the record of the Authorised Payment Mandate in the Mandate Management Service. The Mandate Management Service will notify the Payment Initiator's financial institution of the pause or resumption. During the period the Authorised Payment Mandate is paused, Zepto will not process payment instructions in connection with it. Zepto will not be liable for any Loss that you or any other person may suffer as a result of the pausing of an Authorised Payment Mandate that is in breach of the terms of an agreement between the Customer and the Client.

(b) Merchants and Payment Initiators may pause and resume their Authorised Payment Mandates. If the Payment Initiator pauses an Authorised Payment Mandate to which the Client is a party, Zepto will notify the Client of that, and of any subsequent resumption, via the Zepto System. Zepto will not be liable for any Loss that the Client or any other

person may suffer as a result of the pausing of an Authorised Payment Mandate by the Payment Initiator.

3.4 Cancelling an Authorised Payment Mandate

(a) Subject to the terms of the agreement between the Payee Customer and each Customer, the Client may cancel an Authorised Payment Mandate through the Zepto System. Any cancellation of an Authorised Payment Mandate will generally be effective immediately. Zepto will promptly notify each Customer Financial Institution of the cancellation, which will in-turn promptly notify each Customer.

(b) Similarly, subject to the terms of the agreement between the Payee Customer and each Customer, the Customer may cancel an Authorised Payment Mandate. Zepto will promptly notify the Client of any such cancellation.

(c) Zepto will not be liable to the Client or any other person for Loss incurred as a result of cancellation of an Authorised Payment Agreement by the Payment Initiator.

3.5 Porting Authorised Payment Mandates

(a) The Client may move some or all of its Authorised Payment Mandates from Zepto to another financial institution if the Client wishes (Port) subject to exclusivity obligations. The Client may do this by contacting Zepto and requesting Zepto to "Port Authorised Payment Mandates".

(b) The Client's new financial institution will be responsible for having the Client authorise the Authorised Payment Mandates and also updating the Authorised Payment Mandates in the Mandate Management Service. The Client's new financial institution will then notify each of the Customer Financial Institutions that we no longer hold the Authorised Payment Mandates. The updated Authorised Payment Mandates will become effective upon such notification.

(c) Until the Porting is completed, the Authorised Payment Mandates will be linked to the Client's bank account. If the other financial institution does not complete the transfer within 14 calendar days, the transfer will be deemed to be ineffective and the Authorised Payment Mandates will remain linked to the Client's bank account.

(d) To Port an Authorised Payment Mandate that the Client has with another financial institution to Zepto, the Client will need to start the process with that financial institution.

3.6 Unauthorised Payment Mandates

(a) The Client must notify Zepto as soon as it becomes aware of any Transaction occurring that is not permitted under the terms of a relevant Authorised Payment Mandate. Zepto will review details of the Transaction in accordance with Applicable Law and Industry Codes (including the NPP Procedures and NPP Regulations). The Client must provide reasonable assistance to enable Zepto to undertake such review and must respond to any requests for further information from Zepto within one (1) business day unless otherwise specified by Zepto. In no circumstances will Zepto be liable for any Transaction or payment made that was authorised by the terms of the Authorised Payment Mandate.

3.7 Customer terms and conditions

(a) The Client will ensure it has terms and conditions in place with Customers which set out the Client and the Customer's rights and obligations in relation to the use of PayTo as a

payment method. These terms and conditions should include (but may not be limited to):

(i) When the Client can arrange for payments to be made from the Customer's bank account (including that the Client will not submit more than three mandates per day to the Customer in respect of the same Goods and Services).

(ii) When the Client may amend the applicable terms and conditions or Authorised Payment Mandate.

(iii) When the Customer may amend an Authorised Payment Mandate (including pausing or cancelling an Authorised Payment Mandate).

(iv) The Customer's obligations (e.g. to ensure sufficient funds are available to make a payment on the day the payment is due and the consequences of not having sufficient funds).

(v) How Transaction Disputes may be raised by the Customer and how Transaction Disputes are managed by the Client.

3.8 Adherence to other guidelines and requirements

(a) The Client acknowledges that Zepto may make documents available to the Client (such as guidelines) which further describe how Authorised Payment Mandates may be created, amended, paused, cancelled or ported. The Client agrees to adhere to any requirements applicable to it as described in these documents.

4 Responsibilities

(a) The Client must:

(i) notify Zepto immediately if the Client no longer owns or has authority to use the bank account to which an Authorised Payment Mandate has or will be made;

(ii) promptly respond to any notification that the Client receives from Zepto regarding the suspension of an Authorised Payment Mandate for misuse, fraud or for any other reason;

(iii) ensure that the Client complies with the terms of any agreement that the Client has with Customers;

(iv) ensure that any billing notices are issued to Customers in accordance with the terms of the agreement with the relevant Customer;

(v) not use the Mandated Payment Service for fraudulent or improper purposes, which for clarity, includes (but is not limited to) where the Client contravenes clauses 3.1(h) or 3.2(g) of these User Terms, or where the Client cancels or suspends an Authorised Payment Mandate without a lawful basis;

(vi) comply with all Applicable Laws in connection with the Client's use of the Mandated Payment Service;

STv1.3(April 2024)

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act promptly in relation to any instructions that the Client receives from Customers;

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ensure that applicable infrastructure and processes are in place in order to comply and continue to comply with the MPS User Terms and Conditions; and

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ensure that all Customers have provided all necessary authorities and approvals to enable the Client to authorise Zepto to collect Fees or payments and/or issue payouts on the Client's behalf including under any Authorised Payment Mandates.

(b) The Client acknowledges and agrees that:

<ol type="i">
Zepto will not be responsible for any Loss that Zepto suffers as a result of the Client not promptly responding to any notification that the Client receives from Zepto regarding the suspension of an Authorised Payment Mandate for misuse, fraud or for any other notification;

Subject to NPP Regulations and NPP Procedures, Zepto will be the Client's sole and exclusive provider of the NPP Solutions where specified in the Application Form. In such circumstances, the Client will not procure from any other Person services that are the same, or substantially equivalent to, the NPP Solutions during the Initial Term or any Renewal Term;

it is responsible for the accuracy of the information that the Client provides to Zepto in connection with all Mandates;

it will notify Zepto immediately if the Client experiences any activity that appears suspicious or erroneous;

it will respond to a notification from Zepto requiring the Client to confirm that all of the Client's Authorised Payment Mandates are accurate and up to date within the timeframe Zepto have specified;

it may not request Zepto to amend the payment details of another party. Once an Authorised Payment Mandate has been established, the Client's payment details may only be amended by Zepto; and

Zepto may provide the Client with separate Documentation. The Client will comply with all terms in such Documentation that apply to the Client's organisation.

5   Liability

Without limitation to the rights in the General Terms and Conditions, the Client will be liable for any Loss arising out of or in connection with any incorrect information provided by the Client.

STv1.3(April 2024)

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Stored Value Solution Terms

1 Purpose and interaction with the Agreement

1.1 Purpose

The Client has requested Zepto, and Zepto has agreed, to provide the Stored Value Solution on the terms set out in these Stored Value Solution Terms.

1.2 Interaction with the Agreement

(a) These Stored Value Solution Terms are Solution Terms for the purpose of the Agreement.

(b) These Stored Value Solution Terms form part of the Agreement. They must be read together with the General Terms and Conditions.

(c) The General Terms and Conditions apply to these Stored Value Solution Terms.

2 Definitions

In this Schedule, the following terms have the following meanings, unless the contrary intention appears. Other terms have the meaning given to them in the General Terms and Conditions.

ADI Account means each bank account held with an ADI that holds Client money for the purposes of the Stored Value Solution.

Balance means the amount of money held in the Client's PPF Account.

Corporations Act means the *Corporations Act 2001* (Cth).

Cuscal means Cuscal Limited ABN 95 087 822 455.

Float Account has the meaning given to that term in the NPP Solution Terms.

Non-Cash Payment Facility has the meaning given to that term in the Corporations Act.

PPF Account means a facility attributed to the Client containing amounts in fiat currency that are available to be used for making payments, subject to these Stored Value Solution Terms. The PPF Account forms part of the ADI Account.

PPF Return means a Return pursuant to the Direct Entry Solution Terms or an NPP Payment Return pursuant to the NPP Solution Terms applicable to a PPF Transaction.

PPF Transaction means a Transaction into or out of the PPF Account subject to these Stored Value Solution Terms.

PSRA means the *Payment Systems (Regulations) Act 1998* (Cth).

Purchased Payment Facility has the meaning given to that term in the PSRA.

Refusal means Zepto's right to reject a PPF Return in accordance with Applicable Law and Industry Code.

Regulations means the *Corporations Regulations 2001* (Cth).

Stored Value Solution means the solution Zepto offers related to stored value, as summarised in clause 3.

Transaction Solutions means the payment method that Zepto makes available for Clients, being either the Direct Entry Solutions or NPP Solutions, to make payments under these Stored Value Solution Terms, as notified by Zepto from time to time. Transaction Solutions are subject to the Direct Entry Solution Terms and the NPP Solution Terms as applicable.

3 Stored Value Solution

3.1 Components of the Stored Value Solution

The Stored Value Solution comprises:

(a) the PPF Account, as described in clause 4; and

(b) the functionalities described in clause 5.

3.2 Provision of the Stored Value Solution

(a) Zepto provides the Stored Value Solution to the Client subject to the Agreement including these Stored Value Solution Terms.

(b) Zepto must, subject to Applicable Law, Industry Code and this Agreement:

(i) process PPF Transactions submitted to Zepto by the Client;

(ii) process any money received from a Customer payable to the Client;

(iii) accept and process any PPF Returns (except in the case of a Refusal); and

(iv) work with the Client to appropriately process any money arising from Zepto's Refusal.

(c) The Client acknowledges and agrees that Zepto:

(i) acts on the Client's instructions, subject to this Agreement and Applicable Law;

(ii) has no control over or input into the content of any amount in any PPF Transaction; and

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(iii) is unable to determine whether:

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(A) any information in connection with a PPF Transaction is accurate, complete or not misleading; and

(B) a PPF Transaction is appropriately authorised or fraudulent.
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3.3 Regulatory status

(a) The Stored Value Solution comprises of:

(i) a Purchased Payment Facility; and

(ii) a Non-Cash Payment Facility.

(b) The PPF Account is structured and managed pursuant to section 981B and other relevant provisions of the Corporations Act, as further described in clause 4.

3.4 Currencies

The Stored Value Solution only applies to Australian dollars, except as otherwise notified in writing by Zepto. Any ineligible currencies will otherwise be rejected.

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4 PPF Account details

4.1 PPF Account arrangements

(a) Upon being approved to receive the Stored Value Solution, Zepto will provide the Client with a PPF Account. The PPF Account will have unique details that correspond to the PPF Account. The details will be available on the Zepto Profile.

(b) If Zepto receives fiat currency in connection with the Stored Value Solution from the Client, Zepto will reflect the relevant amount that is available for payments in the PPF Account. The Client can access the PPF Account via the Zepto Profile. The amount will be displayed on the Client's Zepto Profile.

(c) There are no restrictions on the period of time that money can be held in the PPF Account, subject to Applicable Law, Industry Code and other terms of this Agreement.

(d) Subject to Zepto's discretion and operational requirements, the Client may not hold more than one PPF Account. However, a PPF Account may have sub-identifiers or other features designated by Zepto in writing, for the purpose of grouping PPF Transactions.

(e) The PPF Account:

(i) is not a credit card or debit card;

(ii) is not attached to any separate account; and

(iii) cannot be used to withdraw cash via any channel, nor to make purchases online, over the telephone or in physical stores.

4.2 Treatment of money

(a) The Client agrees that any money received or held in the PPF Account is money paid to and held by Zepto on trust for the benefit of the Client.

(b) Money held in the PPF Account is held in the ADI Account. The ADI Account is segregated from any assets beneficially belonging to Zepto.

(c) Zepto agrees not to, at any time:

(i) do anything, by act or omission, that curtails, affects or abridges any rights of ownership of the Client to money which is held by Zepto in connection with the Stored Value Solution, or assert any right to do so; or

(ii) permit any person other than the Client or a payee of the Client to have any recourse to the Client's money of that Client in the event that the Client becomes Insolvent.

(d) Where any money received or held in the PPF Account is referable to any Customer, the Client:

(i) must treat such money in accordance with, and otherwise comply with, any obligations it has with respect to such money, including any obligation to hold such money on trust; and

(ii) acknowledges that the Client, and not Zepto, is responsible for compliance with the Client's obligations.

4.3 Financial Claims Scheme

The Client acknowledges and agrees:

(a) that the PPF Account is not a basic deposit product as defined by Chapter 7 of the Corporations Act; and

(b) that the Australian Government's Financial Claims Scheme does not apply to its PPF Account or the Stored Value Solution.

4.4 Client acknowledgements

The Client agrees and acknowledges that:

(a) Zepto has sole discretion over the establishment and maintenance of the PPF Account and the ADI Account;

(b) money paid into and out of a PPF Account is subject to the terms applicable to the Transaction Solutions, including any applicable Fees associated with the Transaction Solutions; and

(c) Cuscal will debit the ADI Account to facilitate any PPF Transaction.

4.5 Interest and use of money

(a) The Client acknowledges and agrees that:

(i) it is not entitled to any interest on any money held in the PPF Account (including interest on any refund);

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(ii)   Zepto may receive and keep any interest earned in respect of any amounts held in the PPF Account; and

(iii)   Cuscal may invest the money in the ADI Account in any manner permitted by Applicable Law, in addition to any other rights it has under Applicable Law.

(b)   The Parties acknowledge and agree that the money in the PPF Account, and the PPF Account itself, must not be:

(i)   attached or otherwise taken in execution; or

(ii)   made subject to set-off, security interest, charging order, or any process of a similar nature,

except at the suit of the person who is entitled to the money in the PPF Account.

5   Stored Value Solution functionalities

5.1   Overview

(a)   This clause 5 describes the key functionalities permitted and made available by Zepto as part of the Stored Value Solution.

(b)   All PPF Transactions must be fully funded to the PPF Account, and all payments must be made in accordance with these Stored Value Solution Terms and the Agreement.

5.2   Interaction with Solution Terms

(a)   Where the Client makes or receives a PPF Transaction via a Transaction Solution the Client must be approved to receive that particular Solution in accordance with the Agreement.

(b)   In the event of a conflict with other Solution Terms with respect to a PPF Transaction, these Stored Value Solution Terms will prevail.

5.3   Adding value

(a)   The Client can add value to its PPF Account by one or more of the following methods, subject to these Stored Value Solution Terms:

(i)   Bank transfer by the Client or a third party using the account details that correspond to the PPF Account.

(ii)   Making a transfer from the Float Account (as applicable), subject to the applicable Transaction Solutions.

(iii)   Via a PPF Transaction, in accordance with the applicable Solution Terms for Transaction Solutions.

(b)   Where the Client has been provided a PPF Account and has obligations to its Customers pursuant to Division 2 of Part 7.8 of the Corporations Act and the Regulations in connection with that PPF Account, the Client must ensure that it only uses that PPF Account in accordance with those obligations.

(c)   Any money the Client receives into the PPF Account will be recorded in the PPF Transaction history section of the PPF Account. The Client should check the incoming money in the PPF Account against the Client's own records regularly.

(d)   The Client acknowledges that the money received in the PPF Account may be subject to reversal if it was reversed by the person who paid the received amount or any relevant service provider, and the Client agrees that Zepto may deduct the received amount from the PPF Account.

(e)   The Client must only add money within any limits set, and in compliance with any guidance provided, by Zepto in accordance with clause 6.

(f)   If the Balance exceeds the maximum Balance cap set by Zepto, the Client authorises Zepto to transfer or return the minimum amount needed to ensure that the Balance is within the applicable Balance limits. Zepto will transfer such amounts to the Client's nominated bank account. The Client is responsible for ensuring it complies with any regulatory obligations it may have in relation to the money transferred or returned to it.

5.4   Making a payment

(a)   The Client must have sufficient Balance in the PPF Account, by having added value to their PPF Account in accordance with these Stored Value Solution Terms, before making a PPF Transaction.

(b)   No overdraft facility is provided in respect of the PPF Account. Any purported transaction that is in excess of the Balance, or which otherwise does not comply with any applicable PPF Transaction limits, will be rejected in its entirety.

(c)   The Client can make a payment from the PPF Account by one or more of the following methods:

(i)   Making a transfer to the Float Account (as applicable) subject to the applicable Transaction Solutions.

(ii)   To a Customer or third party via a PPF Transaction, in accordance with the applicable Solution Terms for Transaction Solutions.

(d)   Where the Client has been provided a PPF Account and has obligations to its Customers pursuant to Division 2 of Part 7.8 of the Corporations Act and the Regulations in connection with that PPF Account, the Client must ensure that it only uses that PPF Account in accordance with those obligations.

(e)   Where a Client wishes to make a PPF Transaction pursuant to clause 5.4(c) the Client may do so via the Client's Zepto Profile.

(f)   The Client authorises Zepto to process a PPF Transaction on the condition that the payment amount falls within the specified PPF Transaction limits.

(g)   The Client must check and ensure all information relating to a payment is correct before sending Zepto the payment request. Where a payment is initiated in accordance with this clause and the Agreement:

(i)   the relevant amount will be deducted from the Balance upon clearance; and

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(ii)   the payment cannot be cancelled once Zepto has received the Client's payment request.
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(h)   Zepto is not liable for and has no obligation to recover any payment made by mistake to the wrong or unintended recipient as long as the payment is effected in accordance with the Client's payment request, unless caused by Zepto's or Zepto's representative's fraud, negligence or wilful misconduct.

(i)   Zepto reserves the right to refuse or delay acting on any instructions from the Client if Zepto suspects a breach of security or other serious suspicious circumstances relating to the PPF Account or the Stored Value Solution which, in the circumstances, may materially increase Zepto's risk or have a material impact on Zepto. Zepto is not liable for any of such delay or refusal to act unless caused by Zepto's or Zepto's representative's fraud, negligence or wilful misconduct.

5.5   Refunds

Without limiting Part A of the General Terms and Conditions, the Client acknowledges and agrees that:

(a)   when a refund occurs, the refunded amount will be processed via the PPF Account in accordance with Zepto's procedures;

(b)   refunds are only permitted in respect of payments made by the Client from the PPF Account in accordance with clause 5.4;

(c)   any refund amount will not be included in calculating any applicable PPF Transaction limit and maximum Balance cap of the PPF Account; and

(d)   the Client must inform Zepto as soon as reasonably practicable of any refund payment received by mistake, and the Client agrees to take the necessary actions with any Customer directly to rectify any problems with the Client's PPF Transactions.

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6   Limits and additional information

Zepto may (acting reasonably):

(a)   set and vary minimum and maximum Balance requirements;

(b)   set and vary PPF Transaction limits; and

(c)   publish and vary additional important information in relation to the Stored Value Solution,

as notified from time to time on its website or otherwise in writing.

STv1.3(April 2024)

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7   Client's responsibilities

(a)   The Client must:

   (i)   ensure that the correct account information is entered in respect of each PPF Transaction;

   (ii)   process and provide to Zepto any refund, refusal or information regarding any Transaction Dispute, and assist Zepto in the resolution of any issue arising out of such refund, refusal or Transaction Dispute;

   (iii)   ensure that it has the appropriate written authorisations and consents to store Customer money in a PPF Account;

   (iv)   ensure that it provides all the Customer-related contractual documentation and Customer Disclosures to Customers and maintain full responsibility for the relationship with Customers; and

   (v)   ensure that its provision of the Stored Value Solution to Customers and its management thereof is in compliance with all Applicable Law and Industry Code.

(b)   The Client acknowledges and agrees that:

   (i)   Zepto will process all PPF Transactions in accordance with Applicable Law and Industry Code;

   (ii)   Zepto is a conduit of amounts received, which are passed on accordingly to or from the PPF Account;

   (iii)   Zepto will rely on the instructions received from the Client, without making any further inquiry, verification or authentication of any particulars or reconciliation of PPF Transactions;

   (iv)   Zepto relies on the Client to regularly check the PPF Transactions history of the PPF Account;

   (v)   Zepto will be the Client's sole and exclusive provider of the Stored Value Solution. In such circumstances, the Client will not procure from any other person services that are the same, or substantially equivalent to, the Stored Value Solution during the Initial Term or the Renewal Term, as applicable; and

   (vi)   any bank account it nominates for the purposes of these Solution Terms is fully controlled by the Client for its own account, and that the Client is solely responsible for any money in that account, or otherwise remitted to that account pursuant to these Stored Value Solution Terms, and compliance with Applicable Law and Industry Code.

8   Suspension or cancellation of the Stored Value Solution

8.1   Suspension

(a)   In addition to the rights described in the General Terms and Conditions, Zepto reserves the right to suspend the Stored Value Solution with shorter notice, or without prior notice, if;

STv1.3(April 2024)

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(i) Zepto, after providing 10 Business Days' notice to allow the Client to address and rectify Zepto's reasonable concerns (and having cooperated with the Client to resolve any issues), reasonably determines, that continuance of the provision of the Stored Value Solution in its current form is an unacceptable risk for Zepto; or

(ii) there are unexplained fraud levels in a PPF Account that the Client is unable to resolve.

(b) Zepto is not liable to the Client for any Loss arising from the exercise of its rights in accordance with this clause 8.1.

(c) Zepto may request the Client to authenticate or provide additional information to reactivate the Stored Value Solution.

8.2 Cancellation

(a) In addition to rights described in the General Terms and Conditions, Zepto reserves the right to cancel the Stored Value Solution by giving the Client at least 30 days prior written notice or a longer period of notice (where practicable) if:

(i) the PPF Account has not been used by the Client for a specified period of time (not less than 3 months) as reasonably determined by Zepto from time to time; or

(ii) the Balance in the PPF Account is less than AUD$25,000,

(b) In addition to rights described in the General Terms and Conditions and (a) above, Zepto reserves the right to cancel the Stored Value Solution with shorter notice or without prior notice, if a fraud event occurs which has arisen in relation to the PPF Account which:

(i) causes an actual or estimated loss from the fraud which exceeds 10% of the money in the PPF Account; or

(ii) is likely to lead to an insolvency of Zepto.

(c) In addition to its other rights, Zepto may cancel the Stored Value Solution by giving the Client:

(i) 50 days' written notice if there is a breach by the Client of any term in these Stored Value Solution Terms which is incapable of remedy or which, if capable of remedy, is not remedied within 20 Business Days of a written notice from the Client specifying the breach and requiring the same to be remedied.

(ii) at least 6 months' written notice where it has been notified by its banking partner that the Stored Value Solution will be cancelled.

(d) Any cancellation of the Stored Value Solution does not affect the ongoing operation of the rights in the Agreement, otherwise than with respect to the Stored Value Solution. However, the cancellation of the Stored Value Solution automatically closes the PPF Account, subject to clause 8.3.

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8.3   Balance transfer upon cancellation

(a)   If there is a remaining Balance in the PPF Account after cancelling the Stored Value Solution for any reason set out under these Solution Terms, Zepto will cooperate with the Client to ensure that all funds within the PPF Account are remitted to the Client as appropriate and permitted under Applicable Law and Industry Code (which includes, returning the Balance to a bank account nominated by the Client).

(b)   The Client authorises Zepto to transfer and return the remaining Balance in the PPF Account in accordance with 8.3(a).

(c)   Where the Client cancels the Stored Value Solution in accordance with the General Terms and Conditions, the Client must make a payment in respect of the remaining Balance of the PPF Account within 3 days of the cancellation, otherwise the Client authorises Zepto to transfer and return the remaining Balance in the PPF Account to a bank account nominated by the Client. After the remaining Balance has been transferred out of the PPF Account, the Parties agree that Zepto will close the PPF Account and cancel the Stored Value Solution.

8.4   Deemed material breach of Agreement

The Client acknowledges and agrees that any PPF Transaction conducted by any other person without authorisation to access the Zepto System will constitute a material breach of the Agreement.

9   Fees

9.1   Fees

(a)   Fees payable by the Client for the Stored Value Solution are detailed in the Fee Appendix.

(b)   The Client must pay Zepto the Fees in accordance with the General Terms and Conditions unless otherwise agreed in writing.

(c)   The Parties agree that money in the PPF Account cannot be used to pay for, or set-off against, Fees payable.

10   Survival

Clauses 5.4(h), 5.4(i) and 8.1(b) survive termination of this Schedule and the Agreement.

11   Role of Cuscal

(a)   Cuscal is a service provider to Zepto only.

(b)   Cuscal, an Other Institution and ADI, does not provide any accounts or services to any Client or Customer, including the Stored Value Solution.

(c)   Cuscal is responsible for the following in connection with the Stored Value Solution:

   (i)   holding Client money, which is held in the ADI Account; and

   (ii)   provision of PPF Transaction processing, clearing and settlement services to Zepto in relation to the ADI Account.

(d)   For the purpose of the PSRA, Cuscal is the holder of stored value for the PPF Account.

11.2   No relationship

The Parties acknowledge and agree that nothing in these Stored Value Solution Terms should be construed as establishing any customer or contractual relationship between:

(a)   Cuscal and the Client; or

(b)   Cuscal and any Customer, and any client of Customers.