

## 1 Agreement

- 1.1 By downloading and using the Tap on Mobile App, you (**You/Your**) confirm Your agreement to the below terms and conditions (the **Tap on Mobile Terms**).
- 1.2 You need to read the Tap on Mobile Terms together with the components of the Merchant Agreement Terms and Conditions (the **Merchant Agreement**) that are between Worldline (**Us/We/Our**) and You (clauses 1-4 and clauses 8-16 inclusive), which also apply. Where there is any conflict or inconsistency between the Merchant Agreement and the Tap on Mobile Terms, the Tap on Mobile Terms take precedence.
- 1.3 If You use Online EFTPOS as part of the Tap on Mobile App functionality, the Online EFTPOS Terms apply to Your use of that functionality and take precedence over the Tap on Mobile Terms in relation to any Online Eftpos Transaction through the Tap on Mobile App.
- 1.4 The Tap on Mobile App is governed by the rules of the “Google Play” store or “App Store” (as relevant) and in accordance with the operating platform’s terms of use, which You will also comply with.

## 2 Interpretation

- 2.1 **Definitions** Meanings for capitalised words used in these Tap on Mobile Terms are set out in this clause 2.1. If a capitalised word is used but not defined here, You will find the meaning for it in the Merchant Agreement and/or Online EFTPOS Terms

Term	Meaning
<b>Active</b>	with respect to a User ID means that User ID has been logged into at any time during the last 90 days, and which has not been Suspended.
<b>Documentation</b>	means the standard of technical specifications and technical reference documentation for Tap on Mobile, as made available from time to time, including by publication on a web portal assessable by You.
<b>Eligible Device</b>	means devices running on Android OS (the last three (3) major versions of the Android OS are to be supported at any point of time) with Google Mobile Services ( <b>GMS</b> ), and Apple iOS devices as defined by Apple for Tap to Pay on iPhone. Devices must have NFC capability.

<b>Suspended</b>	with respect to a User ID, means that User ID has been marked as inactive either by You or Us.
<b>Tap on Mobile App</b>	Our designated mobile payment application required for the processing of Tap on Mobile Transactions as part of the Tap on Mobile Services.
<b>Tap on Mobile Device</b>	an Eligible Device that has the Tap on Mobile App installed on it.
<b>Refund</b>	a refund by You through the to a Cardholder of all or some of the funds that You previously received from that Cardholder for payment of goods or services by way of a valid Tap on Mobile Transaction.
<b>Tap on Mobile Services</b>	<p>the services provided by Us to You that support, facilitate and/or process:</p> <ul style="list-style-type: none"><li>• Tap on Mobile Transactions through the Tap on Mobile App;</li><li>• Your access to the System; and</li><li>• provision of any associated services (including the support services associated with the above) and any Documentation</li></ul> <p>each as relevant and subject to the Tap on Mobile Terms.</p>
<b>Tap on Mobile Transaction</b>	a Transaction using the Tap on Mobile App and includes a purchase (whether accepted or declined, or subject to any adjustment or chargeback) and a Refund.
<b>User ID</b>	the credentials (username and password) enabling You to access the Tap on Mobile App.

### 3 Term

- 3.1 The Tap on Mobile Terms apply from the date We first provide You with access to the Tap on Mobile App and end on the date the Tap on Mobile Terms are terminated in accordance with clause 15.
- 3.2 A minimum term of 3 months (the **Minimum Term**) applies to each User ID registered for use with the Tap on Mobile App. The Minimum Term begins on the day You first log in with the User ID. If You choose to end the Tap on Mobile Terms for any reason other than a breach of obligation by us, You must pay for the

remainder of any applicable Minimum Term as of the termination date. After the Minimum Term, You may Suspend or cancel a User ID if it is not required.

- 3.3 The Tap on Mobile Terms will continue until You ask Us to end it by giving Us not less than 5 working days' notice, or it is otherwise terminated in accordance with clause 1515.

#### **4 Licence**

- 4.1 You are hereby granted a non-exclusive and non-transferable licence to use the Tap on Mobile App on an Eligible Device to accept contactless Transactions in New Zealand from Cardholders on and subject to the Tap on Mobile Terms, the Merchant Agreement and, if applicable the Online EFTPOS Terms
- 4.2 You have no other rights to the Tap on Mobile App except as set out in this clause and in the agreements referred to in clause 4.1 (to the extent they apply).

#### **5 Fees and Invoicing**

- 5.1 You will be invoiced monthly in arrears for each Active User ID and (where applicable) any Tap on Mobile Transaction fees. All prices are exclusive of GST unless stated otherwise.
- 5.2 If a User ID is active for part of a billing period, You will be invoiced for the whole period. If a User ID is not used for 90 consecutive days at the end of a billing period, it will be deemed to be inactive, and You will not be charged for that User ID.
- 5.3 You must pay invoices by the 20<sup>th</sup> of the month following the date of invoice.
- 5.4 We may increase fees once each year, in line with changes in the Consumer Price Index, or by any increase in cost that Worldline receives from its suppliers in connection with the Tap on Mobile App, whichever is greater. We will endeavour to give you not less than 30 days' written notice of any price changes.

#### **6 Device Compatibility and Installation**

- 6.1 You are responsible for having and maintaining an Eligible Device, downloading the Tap on Mobile App from the "Google Play" store or the "App Store" and installing it on an Eligible Device.

#### **7 Usage Restrictions**

- 7.1 You will not override the software lockdown on the Tap on Mobile Device (for example, "obtaining root access" on an Android device, "jailbreaking" on an Apple device).
- 7.2 You will not allow the Tap on Mobile App to be used by more than one user on one Tap on Mobile Device at any given time. This means that a User ID may process a Tap on Mobile Transaction on a Tap on Mobile Device at any given time and must not be concurrently used on another Tap on Mobile Device.

- 7.3 You will not (and must not allow anyone else to) use the Tap on Mobile App to access or monitor any content, material or information on any system manually or by automated means including robots, spiders, scrapers.
- 7.4 You must not (and must not allow anyone else to):
- (a) copy the Tap on Mobile App or to incorporate it with any other software or service without Our prior written consent;
  - (b) modify correct, adapt, translate, enhance or otherwise prepare derivative or improvements of the Tap on Mobile App;
  - (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Tap on Mobile App available to any other person;
  - (d) reverse engineer, disassemble, decompile, decode, or adapt the Tap on Mobile App or other attempt to derive or gain access to the source code of the Tap on Mobile App in whole or in part;
  - (e) use the Tap on Mobile App in connection with the development or transmission of any virus or malicious code;
  - (f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Tap on Mobile App;
  - (g) use the Tap on Mobile App in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any Person;
  - (h) or that violates any applicable law; or
  - (i) use the Tap on Mobile App or any documentation for purposes of: (i) benchmarking or competitive analysis of the Tap on Mobile App; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Worldline's detriment or commercial disadvantage.

## **8 Updates and Maintenance**

- 8.1 You will ensure that the latest available version of the Tap on Mobile App is installed on Your Tap on Mobile Device. When updated versions become available, You will install them promptly.
- 8.2 You will immediately notify Us and immediately cease to use the Tap on Mobile App if it appears to be faulty, damaged, misused, or compromised.

## **9 Internet and Telecommunications**

- 9.1 You must have an internet connection (either mobile 3G or better, or WiFi) to use the Tap on Mobile App. You are responsible for all telecommunications costs (including standard charges, data costs and any other charges, costs or fees) charged for the use of the Tap on Mobile App on any Tap on Mobile Device. Tap on Mobile App does not allow Offline Transactions to be completed.
- 9.2 Tap on Mobile does not support Offline Transactions. If You do not have an internet connection or cannot connect to the System for any reason, Transactions will not be authorised, and You will not be charged for any such Transactions.

## 10 Infrastructure and Security

- 10.1 You are responsible for obtaining, operating and maintaining an infrastructure that is suitable for the operation of the Tap on Mobile Device and the Tap on Mobile App and taking appropriate technical security measures to prevent any misuse.
- 10.2 We make no representation or warranty that the Tap on Mobile App will be always available without interruptions or faults or that the information is always correct or complete. To the maximum extent permitted by the applicable laws, We exclude all warranties and representations with respect to the Tap on Mobile App.
- 10.3 You acknowledge and agree:
- (a) You will take appropriate steps to ensure that all Tap on Mobile Devices used to access the Tap on Mobile App have the appropriate software to access and operate the Tap on Mobile App, are password protected, are never left unattended or logged into the Tap on Mobile App when not in use and are protected against malware, viruses and unauthorised access;
  - (b) passwords for the Tap on Mobile App and the Tap on Mobile Device used to access the Tap on Mobile App will never be the same and will be changed regularly;
  - (c) You will ensure that all login credentials are adequately protected from unauthorised third party access;
  - (d) You are solely responsible for the use of the Tap on Mobile App, including by Your personnel;
  - (e) any party accessing the Tap on Mobile App using the login credentials of You or Your personnel will be deemed to have been authorised by You to use the Tap on Mobile App and You will be liable for the conduct of that party; and
  - (f) if You believe or suspect that there has been any fraudulent or unauthorised access to or use of the login credentials or the Tap on Mobile App, or any other breach of security in relation to the Tap on Mobile App, You will immediately notify Us and disable the Tap on Mobile App.

## 11 Data Collection and Privacy

- 11.1 You acknowledge and agree that:
- (a) You are responsible for identifying and registering personnel who are given access to the Tap on Mobile App with login credentials;
  - (b) You will ensure that all login credentials are only made available to those of its personnel who are registered to use the Tap on Mobile App and that such personnel are required to keep their credentials strictly confidential and secret and not to record them in any written form;
  - (c) You will keep a record of all personnel who have been given access to the Tap on Mobile App and when their access has been disabled;
  - (d) You will not permit any other person to store their biometric identifier on the Tap on Mobile Device;
  - (e) You will train Your personnel in the correct use of the Tap on Mobile App; and
  - (f) You will immediately disable access to the Tap on Mobile App for any personnel who cease to be employed by You.
- 11.2 You agree and will ensure that its clearly communicated to Your personnel who are authorised to access and use the Tap on Mobile App that We may collect a range of information relating to a Tap on Mobile Device following the download of the Tap on Mobile App, as detailed in Our Privacy Policy. This collection is necessary for the proper functioning of the Tap on Mobile App, for security purposes, to enable Us to provide better support, and to develop the Tap on Mobile App.
- 11.3 You may use the Tap on Mobile App to send receipts to Your customers by email and acknowledge that any customer email address collected by You is personal information that must be protected by You in accordance with applicable laws, including the Privacy Act 2020 and, if applicable GDPR.

## 12 Prohibited Transactions

- 12.1 You must not use the Tap on Mobile App to complete any cash back or cash out Transaction.
- 12.2 You must not use the Tap on Mobile App to complete any transaction that:
- (a) violates or otherwise fails to comply with applicable law;
  - (b) involves:
    - (i) illegal drugs or non-legally prescribed controlled substances;
    - (ii) items that create consumer safety risks;
    - (iii) items that are intended to be used to engage in illegal activities; and
    - (iv) counterfeit or stolen goods;

- (c) promotes hate, violence, or intolerance based on race, age, gender, gender identity, ethnicity, religion, or sexual orientation;
- (d) constitutes fraud;
- (e) infringes on or violates the intellectual property, publicity, or privacy rights of another; or
- (f) shows Apple or its products in a false or derogatory light.

Apple may disable the Tap to Pay on iPhone platform on Your Tap on Mobile Device for any reason it deems prudent, including if you use a Tap on Mobile Device to conduct a Transaction prohibited by this clause 12.2.

- 12.3 We may, in Our reasonable discretion, restrict Your access to the Tap on Mobile App in case of any legal proceedings, investigation or pending disputes related to Tap on Mobile Transactions processed by or on behalf of You via the Tap on Mobile App.

### **13 Dispute Resolution**

- 13.1 If there is a dispute between Us arising out of or in connection with the Tap on Mobile Terms, we both agree to first try and resolve that dispute by good faith negotiations. If those negotiations are unsuccessful, You might be able to raise a dispute with Our independent dispute resolution body, [Financial Services Complaints Ltd.](#) You can find out more information on their webpage.

### **14 Liability**

- 14.1 You acknowledge that We do not guarantee continuous or fault free operation of or access to the Tap on Mobile App or the System.
- 14.2 If We are negligent, or wilfully default in the performance of our obligations to You under the Tap on Mobile Terms, We will be liable to You (but not any other person) for the direct loss or damage sustained by You because of such negligence or wilful default.
- 14.3 Notwithstanding any other provision of this agreement, We will not be liable to You in contract, tort (including negligence), or otherwise for any loss of revenue, profits, business, goodwill, anticipated savings, loss of data, or any other consequential or indirect loss or damage.
- 14.4 In no event will Our liability to You ever exceed the aggregate of all fees and charges payable by You to Us under the Tap on Mobile Terms during the six months immediately preceding the date on which the liability, loss, or cost first arose.

### **15 Termination**

- 15.1 We may terminate the Tap on Mobile Terms at any time if We cannot provide the Tap on Mobile App for any reason. We will try to give You as much prior notice as possible but not less than 30 days.

- 15.2 Either of Us can terminate the Tap on Mobile Terms:
- (a) if the other party enters a composition with its creditors, is unable to pay its debts (within the meaning of s287 of the Companies Act 1993), is declared bankrupt or commits an act of bankruptcy (within the meaning of the Insolvency Act 1967) or goes into liquidation, or a receiver, statutory manager, or a receiver and manager is appointed; or
  - (b) if the other party materially breaches the Tap on Mobile Terms including, in Your case, if You in any way compromise the security of the Tap on Mobile App or the System.
- 15.3 If We increase the price you pay for the Tap on Mobile or change the way Tap on Mobile works that removes features or functions that adversely affect your use of the Tap on Mobile Services, You can terminate the Tap on Mobile Terms by giving Us notice prior to the price increase or change taking effect.

## 16 Consumer Guarantees Act

- 16.1 You confirm that You have entered into this agreement solely for business purposes and that nothing in the Consumer Guarantees Act 1993 applies in respect of the provision of the Tap on Mobile Services.

## 17 Miscellaneous

- 17.1 App Store is a service mark of Apple Inc. Android and Google Play are registered trademarks of Google Inc.
- 17.2 You warrant that You are not located in a country subject to a U.S. government embargo or designated by the U.S. government as a “state sponsor of terrorism”, and that You are not listed on any U.S. government list of prohibited or restricted parties.
- 17.3 You agree to comply with the terms of use of all third party service providers (such as software providers and network service providers) when using the Tap on Mobile App.
- 17.4 This agreement is governed by the laws of New Zealand and the parties hereby submit to the exclusive jurisdiction of the courts of New Zealand to resolve any disputes arising out of or in connection with this agreement.

## Change Log

Version	Date	Summary of Changes
1.0	21 November 2024	Launch Version