
POINT OF SALE (POS)

ADDITIONAL TERMS & CONDITIONS

September 2025

BACKGROUND

- A. Smartpay Australia Limited rents, sells and distributes EFTPOS Equipment and payment services in Australia and New Zealand.
- B. The Merchant wishes to use Point of Sale solutions, including Software as a Service (SaaS), Hardware as a Service (HaaS), and the Smartpay Merchant Facility.
- C. The parties have entered into this Agreement to record the additional terms and conditions upon which Smartpay agrees to provide the Merchant with point-of-sale solutions as an extension of the Services under the Master Terms and Conditions.

AGREEMENT IN BRIEF

The parties agree that:

- 1. Smartpay will provide the Merchant with point-of-sale solutions as additional Services under the Master Terms & Conditions.
- 2. The Merchant will use the POS Equipment and Services within its Business under the conditions in this Agreement and the Master Terms and Conditions.
- 3. The Merchant will pay Smartpay all Additional Fees when due and otherwise on the terms set out in this Agreement.
- 4. This Agreement is part of and subject to the Master Terms & Conditions.

MASTER TERMS & CONDITIONS

This Agreement is an addendum to and forms part of the Master Terms & Conditions, specifically incorporating:

- Schedule 1 (Key Details) – Commencement Date, Term & Termination provisions
- Schedule 2 (Dictionary) – All defined terms apply to this Agreement
- Schedule 3 (General Terms) – All general provisions, including:
 - Clause 2: Initial & Renewal Terms

- Clause 6: Fees and payment obligations
- Clause 9: Linked Bank Account requirements
- Clause 10: Direct Debit arrangements
- Clause 11: Change notification requirements
- Clause 12: Privacy and information handling
- Clause 15: Liability and indemnity
- Clause 17: Termination provisions
- Schedule 4 (Smartpay Merchant Facility Terms) – Equipment and service provisions

Smartpay (referred to as “us” or “we” or “our”)

ABN: 79 120 473 823

Address: Level 9, 151 Castlereagh Street, Sydney NSW 2000

1. OVERVIEW OF SERVICES

- 1.1. Services Provided. Smartpay will provide the following Point of Sale services as additional Services under the Smartpay Master Terms & Conditions:
- 1.1.1. Point of Sale software platform access (SaaS)
 - 1.1.2. POS hardware supply and support (HaaS);
 - 1.1.3. Implementation and configuration services
 - 1.1.4. Menu creation and setup assistance
 - 1.1.5. Training and ongoing support
 - 1.1.6. System integration services
 - 1.1.7. Maintenance and updates.

2. ADDITIONAL DEFINITIONS

- 2.1. For this Agreement, in addition to the definitions in Schedule 2 of the Master Terms & Conditions:
- 2.1.1. "POS Services" means the Point of Sale software platform, hardware, and related services Smartpay provides per this Agreement.
 - 2.1.2. "POS Equipment" means Point of Sale hardware, including but not limited to tablets, stands, printers, cash drawers, barcode scanners, and related accessories, which form part of the Equipment as defined in the Master Terms & Conditions.
 - 2.1.3. "SaaS Platform" means the cloud-based Point of Sale software platform provided by Smartpay.
 - 2.1.4. "Subscription Fees" means the recurring fees for access to the SaaS Platform as set out in the Application Form and clause 4.1 below.
 - 2.1.5. "Implementation Services" means the setup, configuration, and deployment services Smartpay provides.

3. LICENSE AND ZIIPOS

- 3.1. ZiiTech Limited (ZiiPOS). You acknowledge that Smartpay has engaged ZiiPOS as a technology partner to deliver certain aspects of the POS Services. Such arrangements do not affect Smartpay's obligations to you under this Agreement; however, by agreeing to these terms and conditions, you are agreeing that:
 - 3.1.1. You are a licensed user of Zii. You acknowledge that ZiiTech holds and processes your data as data controller, and that the software and your data are hosted in a cloud-based storage service operated by a third party under a separate licence between ZiiTech and that third party. You consent to the storage of your data in and the transfer of your data into and from the Cloud Host's systems. Smartpay acts solely as a reseller and does not store or process customer data, except as necessary to facilitate the provision of services under this Agreement.
 - 3.1.2. ZiiTech will not use, divulge or communicate to any person or entity any of your data entered into the software by you and/or your related bodies corporate except:
 - 3.1.2.1. With your prior written consent in writing;
 - 3.1.2.2. to the Cloud Host but then solely to provide the service under ZiiTech's licence agreement with you; and
 - 3.1.2.3. as required by law, and then, subject to giving you options to object to such disclosure.
- 3.2. No intellectual property rights are assigned to the Customer. ZiiTech retains all Intellectual Property Rights.
- 3.3. ZiiTech warrants that it has full authority and legal rights to provide the Customisation Services and the Customised Platform to Smartpay, and that such provision will not breach any law, regulation, by-laws, or any contractual obligations, agreements, or intellectual property rights. Save for the foregoing warranty, ZiiTech strives towards the highest possible operational stability, however its Product and the SaaS Subscription are provided 'as is' and ZiiTech expressly disclaims any further representations, warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill. It is the Customer's responsibility to determine the suitability of the package for their business operations.
- 3.4. The Customer agrees that ZiiTech's total liability for any damages, regardless of form or action, will be limited to the subscription fees paid to ZiiTech for the month the claim arose.

4. ADDITIONAL FEES

- 4.1. POS Subscription Fees. In addition to the Fees set out in clause 6 of Schedule 3, you agree to pay:
 - 4.1.1. Monthly Subscription Fee for SaaS Platform access and any associated hardware (if applicable) as specified in your Application Form
 - 4.1.2. Monthly Hardware Fee for POS Equipment (if applicable) as specified in your Application Form
 - 4.1.3. Setup and Implementation Fee (if applicable) as specified in your Application Form
 - 4.1.4. Other Fees for add-ons to your base subscription depending on the solutions agreed (if any).
- 4.2. Automatic Upgrades. If your data storage exceeds 10GB or you require additional functionality, the Subscription Fee may be automatically adjusted to the appropriate service tier. We will provide 14 days' written notice of any such upgrade and fee increase.
- 4.3. Payment Terms. All Additional Fees, including direct debit arrangements, are subject to the payment terms in clauses 6, 9, and 10 of Schedule 3.
- 4.4. Fee Variations. Additional Fees may be varied per clause 6.2 of Schedule 3.

5. POS EQUIPMENT

- 5.1. Equipment Supply. POS Equipment is supplied per clauses 2 and 3 of Schedule 4 of the Master Terms & Conditions.
- 5.2. Ownership and Risk.
 - 5.2.1. For rental arrangements, POS Equipment remains the property of Smartpay per clause 3.1 of Schedule 4.
 - 5.2.2. For purchase arrangements: Title passes per clause 3.3 of Schedule 4.
 - 5.2.3. Risk in POS Equipment passes to you upon delivery to the Delivery Address per clause 3.4 of Schedule 4.
- 5.3. Kit Recovery. POS Equipment is subject to the Kit Recovery Fee provisions in clause 6.2(c) of Schedule 3 if not returned per clause 17.5 of Schedule 3.
- 5.4. Compatibility. You acknowledge that:
 - 5.4.1. POS Equipment specifications will be provided before delivery.
 - 5.4.2. You are responsible for ensuring your premises meet the technical requirements.
 - 5.4.3. Smartpay provides reasonable assistance with integration but does not warrant compatibility with all third-party systems.

6. SAAS PLATFORM

- 6.1. Licence Grant. Smartpay grants you a non-exclusive, non-transferable licence to use the SaaS Platform during the Term, subject to payment of Subscription Fees and compliance with this Agreement.
- 6.2. Authorised Use. The SaaS Platform may only be used:
 - 6.2.1. In connection with your Business as described in the Application Form
 - 6.2.2. By your authorised personnel, and
 - 6.2.3. In accordance with this Agreement and any User Guide.
- 6.3. Service Availability. Smartpay will make reasonable efforts to maintain the SaaS Platform with minimal downtime.
 - 6.3.1. Scheduled maintenance will be notified in advance where reasonably practicable.
 - 6.3.2. Emergency maintenance may be performed without prior notice.
- 6.4. Updates and Modifications. Smartpay may periodically update the SaaS Platform. When notified, you must implement critical security updates within a reasonable timeframe.

7. IMPLEMENTATION AND SUPPORT SERVICES

- 7.1. Implementation Services. Where Implementation Services are included in your Application Form, Smartpay will:
 - 7.1.1. Configure the SaaS Platform for your Business requirements
 - 7.1.2. Install and configure POS Equipment
 - 7.1.3. Provide initial training to authorised personnel
 - 7.1.4. Assist with initial menu setup and configuration.
- 7.2. Merchant Responsibilities. You must:
 - 7.2.1. Provide a suitable environment for POS Equipment installation
 - 7.2.2. Ensure adequate internet connectivity and power supply
 - 7.2.3. Provide access to premises and personnel as reasonably required
 - 7.2.4. Back up existing data before implementation
 - 7.2.5. Test all functionality following implementation.
- 7.3. Ongoing Support. Support is provided in accordance with our standard support procedures available at <https://www.smartpay.com.au/support/>
- 7.4. Excluded Services. The following are not included in Implementation Services:
 - 7.4.1. Data migration from third-party systems
 - 7.4.2. Custom software development
 - 7.4.3. Integration with non-supported third-party applications
 - 7.4.4. Hardware or software not supplied by Smartpay
 - 7.4.5. Recovery from data loss or system failures caused by your actions.

8. DATA HANDLING AND PRIVACY

- 8.1. Data Processing. All personal and Business data is handled in accordance with clause 12 of Schedule 3 (Information Collection and Disclosure), our Privacy Policy, and Applicable privacy laws.
- 8.2. Data Ownership. You retain ownership of all Business data entered into or processed through the POS Services.
- 8.3. Data Use. Smartpay may use aggregated and de-identified data for:
 - 8.3.1. Service improvement and development
 - 8.3.2. Industry benchmarking and analysis
 - 8.3.3. System performance monitoring, provided such use does not identify you or your customers.
- 8.4. Data Export. You may export your Business data at any time through the SaaS Platform. You are responsible for exporting data before the termination of Services.

9. INTELLECTUAL PROPERTY

- 9.1. Smartpay IP. All Intellectual Property Rights in the POS Services, SaaS Platform, and related materials remain with Smartpay or our licensors.
- 9.2. Licence Restrictions. You must not:
 - 9.2.1. Reverse engineer, decompile, or disassemble any software;
 - 9.2.2. Circumvent security measures or access controls
 - 9.2.3. Use the POS Services for any unlawful purpose
 - 9.2.4. Interfere with the operation of the POS Services
 - 9.2.5. Use Smartpay's trademarks without written consent.
- 9.3. Third-Party IP. You are responsible for ensuring you have appropriate rights to any third-party content used with the POS Services.

10. SERVICE LEVELS AND WARRANTIES

- 10.1. Service Commitment. Smartpay will use reasonable commercial endeavours to:
 - 10.1.1. Maintain SaaS Platform availability during Business Hours
 - 10.1.2. Respond to support requests within reasonable timeframes
 - 10.1.3. Provide functioning POS Equipment meeting specifications.
- 10.2. Warranty Disclaimer. Subject to clause 15 of Schedule 3 and applicable law:
 - 10.2.1. POS Services are provided on an "as available" basis
 - 10.2.2. We do not warrant uninterrupted or error-free service
 - 10.2.3. We do not warrant compatibility with all third-party systems.
- 10.3. Australian Consumer Law. Nothing in this Agreement excludes rights that cannot be excluded under the Australian Consumer Law.

11. SECURITY AND COMPLIANCE

- 11.1. Security Standards. The SaaS Platform incorporates industry-standard security measures, including:
 - 11.1.1. Data encryption in transit and at rest
 - 11.1.2. Secure access controls and authentication
 - 11.1.3. Regular security monitoring and updates.
- 11.2. PCI Compliance. Where applicable, you must comply with PCI-DSS requirements per clause 10 of Schedule 4.
- 11.3. Your Security Obligations. You must:
 - 11.3.1. Maintain secure login credentials
 - 11.3.2. Promptly notify us of any security breaches
 - 11.3.3. Use POS Equipment in secure environments
 - 11.3.4. Follow security guidelines provided by Smartpay.

12. LIMITATIONS AND LIABILITY

- 12.1. Liability Cap. Smartpay's liability with POS Services is subject to clause 15.3 of Schedule 3 (limitation to the lower of \$1,000 or replacement cost).
- 12.2. Excluded Damages. In addition to clause 15.2 of Schedule 3, Smartpay is not liable for:
 - 12.2.1. Data loss caused by your actions or system failures
 - 12.2.2. Business interruption due to internet or power failures
 - 12.2.3. Incompatibility with third-party systems
 - 12.2.4. Consequences of your failure to implement updates.
- 12.3. Indemnity. Your indemnity obligations in clause 15.2 of Schedule 3 extend to claims arising from your use of POS Services.

13. TERMINATION

- 13.1. Termination Rights. This Agreement may be terminated:
 - 13.1.1. Per clause 17 of Schedule 3
 - 13.1.2. Immediately by Smartpay for material breach of the POS Service terms
 - 13.1.3. By either party if the Master Terms & Conditions terminate.
- 13.2. Effect of Termination. Upon termination:
 - 13.2.1. Your licence to use POS Services immediately ceases
 - 13.2.2. You must return all POS Equipment per clause 17.5 of Schedule 3
 - 13.2.3. Outstanding fees become immediately due
 - 13.2.4. Data export provisions in clause 7.5 apply.
- 13.3. Survival. Clauses relating to data handling, intellectual property, limitations of liability, and payment obligations survive termination.

14. GENERAL PROVISIONS

- 14.1. Integration. This Agreement forms part of the Master Terms & Conditions. In case of conflict, this Agreement prevails regarding POS Services only.
- 14.2. Variation. This Agreement may be varied per clause 20.6 of Schedule 3.
- 14.3. Governing Law. The laws of New South Wales govern this Agreement per clause 20.7 of Schedule 3.
- 14.4. Disputes. Disputes are resolved per clause 14 of Schedule 3.