



Thanks for taking time to check out our legal terms. This is where you'll find info about what you can and can't do with Paystation and how we manage your use of our Services.

## Thanks for choosing Paystation

These General Merchant Terms and Conditions dated 4 April 2024 (the **General Terms**) apply to all new and existing Paystation merchants.

## Paystation's General Merchant Terms and Conditions

Please read this carefully. This is a legally binding agreement between you and Paystation. Paystation Limited ("**Paystation**," "**we**," "**us**" or "**our**") provides merchants with online payment gateway services (the "**Services**"). The Services are linked to our [paystation.co.nz](https://paystation.co.nz) website (including [admin.paystation.co.nz](https://admin.paystation.co.nz)) (our "**Website**"). "**You**" or "**your**" refers to you or if you complete an application form for another person, company or entity, it refers to that person, company or entity. The term of this Agreement (the "**Term**") starts on the earlier of the date you accept these terms or the date you first commence using the Services and ends when the Agreement is terminated.

## Our Services

1. **Payment gateway:** We provide an easy to use online payment gateway. Think of us as a messaging service. Your Customers make a payment request using Paystation. Paystation sends a payment request message to your Customer's payment provider (often a bank). The payment provider then transfers the authorised amount into your bank account. Paystation doesn't itself transfer the money or manage the payment, this is done by the relevant payment provider directly.
2. **PCI DSS:** We're compliant with the Payment Cards Industry Data Security Standards (**PCI DSS**). We're responsible for the security of credit card holder data stored in our system, provided that you supply that data in accordance with our current API specifications.
3. **Security and performance:** We work hard to ensure the security and performance of the Services, but we don't guarantee that the Services will be 100% secure, uninterrupted or error free. We are not responsible for validating the legitimacy of your Payment Initiators or for ensuring the accessibility or security of your internet payment page or any applications you make available to potential Customers. You are responsible for all Transactions initiated by any of your Customers, for any reason.

## Your Account

4. **What we need from you:** You will need to complete an application form and work through an onboarding process with our team. To establish your account and receive the Services, you may need to give us your Acquirer, Card Scheme or Payments Processor issued "user ID" (and personal password). You confirm that all information you give us when you establish an

account, and when you access and use the Services, is and will remain complete and accurate. If you materially change what your business does, you'll let us know.

5. **Who this Agreement binds:** If you enter this Agreement for another person, company or other entity, you confirm that you have the authority to enter into the Agreement for that party. If you enter this Agreement for more than one person, company or other entity, you each agree that you're responsible under this Agreement individually and together.
6. **Your obligations:** You agree to provide all documents and take all actions necessary to meet your obligations under this Agreement. You confirm that you meet and will continue to meet our eligibility criteria during the Term. If at any time you don't meet our eligibility criteria we can terminate this Agreement immediately by giving you notice.
7. **Your account security:** You're responsible for keeping your Paystation username, password, API keys and other security features (for example security questions and answers) confidential and secure. You're also responsible for any activity occurring on your Paystation account, whether or not you authorised that activity. You need to immediately notify us of any unauthorised access or use of your Paystation account. We're not responsible for any unauthorised access or use of your Paystation account.
8. **Your other relationships:** If we enter into this Agreement with you, it doesn't mean that a Bank, Acquirer, Card Scheme or Payments Processor will enter into a relationship with you. You will still have obligations under this Agreement. Similarly, if your relationship with any Bank, Acquirer, Payments Processor or Card Scheme terminates, your obligations under this Agreement will continue.
9. **Your privacy obligations:** You agree to comply with the privacy principles set out in the Privacy Act 2020 as they relate to your Customers. This includes notifying, and receiving consent from, your Customers when you intend to store and/or use their personal information. Personal information includes payment details (such as credit card details like credit card number, CVV and expiry date), whether or not those details are encrypted, tokenised or otherwise obfuscated.
10. **Your use of the Services:** You confirm that your use of the Services will comply with all applicable laws and any requirements imposed on us by Card Providers that we are required to pass on to you, provided that we will give you reasonable notice of such requirements. You won't use the Services to do anything unlawful, fraudulent, discriminatory or for any unauthorised purpose. You won't do anything to interfere with or impair the intended operation of the Services. You must only integrate with our Services in accordance with our certification requirements. You can't merge our Services (or any part of them) with any other payment processing function without our consent.

## Pricing and payment

11. **Fees:** You agree to pay our fees in accordance with this Agreement. Our fees are all stated in NZD and exclude GST (if any).

12. **Standard account type fees:**

Account Type:	Manual payments	Online starter	Online growth	Online enterprise
Monthly account fee:	\$19	\$39	\$99	\$149
Monthly gateway fees:	\$5.00 for each gateway loaded against your account			
Account set up fee (one off):	\$99	\$149	\$149	\$149
Number of Transactions included (at no additional charge)	75 per month	100 per month	300 per month	500 per month
Price per Transaction (after included Transactions):	\$0.32	\$0.45	\$0.39	\$0.36
Access	Process payments through Paystation's online dashboard	Process payments through Paystation's API & online dashboard		

There are no Transaction fees for test, unprocessed or abandoned Transactions. Transaction fees are payable for all other Transaction types, including, without limitation, token establishments, purchase, authorisation, capture and refund, regardless of the success of the payment.

13. **Our additional fees:**

- \$5.00/month for each additional currency loaded against a gateway.
- \$50.00 reactivate fee—if we agree to reactivate an account that we have suspended or terminated; or that has been put on hold.
- 0.25% fee per Transaction for any Transaction made through an ESP Integration (as further defined in the Additional Terms appended to these General Terms).
- Additional fees may apply if we agree to personalise the Services for you. We will agree these fees with you in writing first.

14. **Invoicing and payment:**

- At the end of each month, we'll invoice you for the Fees. You agree to pay invoices by the 20th of the month following the invoice date. If you wish to dispute an invoice you must do so, in writing, within 10 working days of the invoice date. We will consider any issues raised and act in good faith to reach a resolution with you. You will pay any undisputed amount on the due date for payment.
- If payment is not received by the due date, or you're otherwise in debt to us under this agreement or any other, we may take action that we consider appropriate. For example, we may: (A) suspend or terminate your access to our Services; (B) charge interest on outstanding amounts not paid by the due date at a rate that is 2 percentage points greater than our bank's unarranged overdraft interest rate, starting from the due date of the unpaid invoice; (C) set-off any amount you owe us against any amount that may be due from us to you (under any agreement); or (D) pass your account onto a debt collection agency. You agree that any costs incurred in the collection process, including legal fees, can be on-charged to your account.
- You agree that we may conduct a credit check on you, and may collect and hold information about you, which may be passed on to a credit reporting agency for the purpose of conducting a credit check.

15. **Changes:** We may change our fees by giving you 30 days' advance notice of the new fees on our Website and/or by sending an email to the last email address you gave to us.

**Liability**

16. **Your Risk:** To the maximum extent permitted by law, you assume full responsibility for any loss that results from your or any of your Customer's use of the Services, including any loss of you or anyone else in connection with a Transaction. You're responsible for determining whether the Services are suitable for your requirements (including your obligations under applicable laws). We won't be liable if the Services don't meet your requirements.
17. **Your Customers:** You have the contractual relationship with your Customers not us. You are responsible for your Customers' actions not us. You are responsible for any Transactions initiated by your Customers, for any reason, and whether or not the Transaction is successful. You will ensure that your Customers comply with any applicable obligation under this Agreement and that any agreements you have with your Customers are not inconsistent with this Agreement. We do not provide customer support to your Customers. You are responsible for providing customer support (if any) to your Customers.
18. **You won't act to bind us:** You agree that you won't make any representation or warranty that could bind or negatively impact us.
19. **Limitations and exclusions:** Our responsibility for the Website and the Services is limited as much as the law allows. This means that, except as expressly stated in this Agreement, we don't provide warranties, conditions, or undertakings of any kind in relation to the Website and/or Services, either express or implied. You agree that we won't be responsible for any: (A) indirect, punitive, special, or consequential damages under any circumstances, even if we've been negligent or we knew this loss was possible; (B) loss of profits, revenue, customers, opportunities or goodwill; or (C) unavailability of the Services. Our total liability

to you arising under or in connection with the Agreement—whether in contract, tort (including negligence), breach of statutory duty, or otherwise—will be no more than what you paid us for the Transaction(s) to which the liability relates and in any event not more than equal to your average total monthly fees under this Agreement.

20. **Indemnity:** An indemnity is an Agreement to compensate someone for a loss. You agree to indemnify and hold us harmless from any losses, including legal fees and expenses, that directly or indirectly result from your or your Customers: (A) use of the Services, (B) breach of law, or (C) breach of this Agreement (including, for the avoidance of doubt, any requirements imposed on us by Card Providers that we are required to pass on to you, provided that we shall provide you with reasonable notice of such requirements). If you or your Customers' breach this Agreement, then we can seek injunctive relief (meaning we can request a court order to stop you) or any other equitable or other relief available to us.
21. **Statutory rights:** Nothing in this Agreement affects any non-waivable statutory rights that apply to you. If you are receiving the Services in trade, for the purposes of section 5D of the Fair Trading Act 1986 (**FTA**) and section 43 of the Consumer Guarantees Act 1993 (**CGA**), you agree that, the CGA and sections 9, 12A and 13 of the FTA do not apply to this Agreement and that it is fair and reasonable for the parties to contract out of those statutory provisions.

## Disputes

22. **Your Disputes:** You'll resolve any disputes you have with your Customers or any other party relating to your use of the Services, payment processing or Transactions (for example Banks, Acquirers, Card Schemes or Payment Processors) directly with those parties (**Your Disputes**). We won't have any liability for Your Disputes.
23. **Disputes with us:** If you have a dispute with us, you agree to contact us first and try to resolve the dispute informally. If we need to contact you about a dispute, we will use the last email address you gave to us or any other reasonable method. If we haven't been able to resolve a dispute informally, either party can look to resolve a dispute or seek any remedy available through any legal method available. You will need to follow the process in clause 14 to raise any disputes about an invoice you have received.

## Our intellectual property and confidentiality

24. **Our IP:** You'll respect our intellectual property in the Website and the Services (this includes, software, patents, design, trademarks, service marks, trade secrets, knowhow and copyrights). You can only use our brand in order to indicate that you accept the Services as a payment method and you must comply with our brand guidelines. You won't give the impression that we're affiliated with or endorse the goods / services you supply. You won't do anything inconsistent with our intellectual property rights, including: (A) disassembling, reverse engineering, decompiling, copying, modifying or otherwise interfering with our software; (B) creating new software partly or wholly based on our software; or, (C) transferring, assigning or sub-licensing any right to use our software or Services (or trying to do this).
25. **Licence:** We grant you a limited, non-exclusive, non-transferable and revocable licence to use our Services. You can't provide the licence to anyone else or allow anyone else to use the Services.

26. **Third party IP:** We take other people's intellectual property rights seriously and we won't knowingly include in the Services anything that infringes a third party's intellectual property rights.
27. **Confidentiality:** You should assume that anything we share with you is confidential. You can't use it for anything other than the reason we gave it to you (which will be a reason related to your use of the Services). You need to look after it and you can't share it with others unless you're required to by law. When this Agreement terminates you must delete or return to us anything of ours that you still have, wherever it might be stored, unless you're required by law to keep it, in which case you must continue to keep it confidential in accordance with this clause.

## Consent and privacy

28. **Your information:** You agree that we can collect, use and share information (including personal information) about you under this Agreement to determine your suitability as a merchant and to assist us, our third party providers and any Bank, Card Scheme, Payments Processor or Acquirer in relation to providing the Services.
29. **Info we collect and our privacy policy:** In addition, you agree that we can use, store and disclose any information (including personal information) collected in connection with the Services if we comply with our privacy policy which is available on the Website. This may include personal information about your Customers.
30. **Credit reporting:** You agree that we can give your information (including personal information) to third party credit reporters to store and use to provide credit reporting services to us and their other customers about you and your credit history.
31. **Audit:** You agree to give us access to data we reasonably ask to see in order to confirm any matter related to your use of the Services, including the details of any Transaction. You agree that, if we ask, you'll give us access to your premises during normal business hours to confirm your compliance with this Agreement. If during the audit we find that you have not complied with the Agreement you must pay our costs and expenses related to the audit.

## Ending or suspending the Agreement/Services

32. **Termination:** Either party (you or us) can terminate the Agreement any time by giving the other party 30 days' prior notice (**Termination for Convenience**). Without limiting any other right to terminate set out in this Agreement (including any Additional Terms), we can terminate the Agreement immediately by giving you notice if we believe on reasonable grounds that: (A) you have or are likely to become insolvent (be unable to pay your bills to us or others); (B) you have or are likely to breach this Agreement; or (C) any facility you have with any Bank, Acquirer, Payments Processor or Card Scheme has been closed for any reason.
33. **Suspension:** If we reasonably believe you have or are likely to breach this Agreement or that the security of our Services has, can or is likely to be breached by you or others, we can immediately and without notice suspend your use of the Services (or any part of it) until we resolve the issue. In practice, we will try to provide you with reasonable notice in advance.

34. **After termination:** After termination, parties remain responsible for any liability incurred prior to termination (for example you must pay us for any Services that we provided before termination). After termination, you must immediately stop using our Services and our brand. After termination, the following clauses will continue to apply: 3 (Security & performance), 4 - 10 (Your account), 14 (Payment), 16 - 21 (Liability), 22 - 23 (Disputes), 24 (Our IP), 27 (Confidentiality), 28 - 31 (Consent and privacy), 34 (After termination), 37 (Transfer), 38 (Enforceability), 39 (Interpretation), 40 (Notice), 41 (Agreement) and 42 (Some other definitions).

## Other stuff

35. **Changes to this Agreement:** We can change the terms of this Agreement by posting revised terms on our Website and/or by sending an email to the last email address you gave to us. The revised terms will take effect immediately, unless we specify a longer notice period. In practice we will try to give you advanced notice of changes that may have a material effect on you. However, sometimes we may require changes to take effect more quickly, for example to comply with the requirements of a third party provider such as a Bank. If we make material changes to this Agreement that affect you, you can terminate immediately on notice to us anytime in the 30 days following the change.
36. **Changes to the Website or Services:** We can change the Website or the Services or discontinue the Website or Services (in part or in full) without notice at any time. In practice we will try to give at least 30 days' notice of changes that may have a material effect on you. However, we note that sometimes we may require changes to take effect more quickly, for example to comply with the requirements of a third party provider such as a Bank. If we make material changes to the Website or Services that affect you, you can terminate immediately on notice to us anytime in the 30 days following the change.
37. **Transfer:** You can't transfer any or all of your rights and/or obligations under this Agreement to anyone else without our written consent. We can transfer any or all of our rights and/or obligations under this Agreement to anyone else who can reasonably be expected to be capable of performing the Services (for example this could occur if our ownership changes).
38. **Enforceability:** If it turns out that a clause of this Agreement isn't enforceable, then that clause will be edited as little as possible or removed if necessary, and the rest of the Agreement will continue to apply. If we don't immediately take action on a breach of this Agreement, we're not giving up any rights to do so and we can take action later.
39. **Interpretation:** Headings are provided only to make this Agreement easier to read and understand. The fact that we wrote this Agreement won't affect its interpretation. Where we have provided an example(s) in this Agreement that may not be all possible examples. Where this Agreement says "including" or "includes" the example(s) given may not be all possible examples.
40. **Notice:** Any notice to you will be effective when we send it to the last email address you gave us or when posted on our Website. Any notice you give to us will be effective when we manually acknowledge receipt of an email from you.
41. **Agreement:** These General Terms and any Additional Terms you've agreed with us make up the entire agreement (the **Agreement**) between you and us in relation to the Services and apply instead of any prior agreement between us in relation to the Services whether that



agreement was made in writing or in conversation. Where there's a conflict between these General Terms and the Additional Terms, the Additional Terms will take priority to the extent of the conflict.

42. **Some other definitions:**

An **"Acquirer"** is any of our recognised acquiring services providers that process credit card Transactions from time to time, at the time this Agreement was written including ANZ, ASB Bank, BNZ, Kiwibank and Westpac.

**"Additional Terms"** includes (A) any additional Paystation terms published on the Website which expressly vary these General Terms with respect to third party integrations (for example any ESP's), these additional terms apply to you if you agree to use or use such third party integrations; and (B) any written addendum to these General Terms on the standard Paystation form signed by you and us.

An **"Authorisation"** (and **"Authorised"**) is the service provided by a Bank when it confirms to you that a Transaction is approved or declined.

A **"Bank"** is a registered bank as defined in the Reserve Bank of New Zealand Act 1989.

A **"Card Scheme"** is any of our recognised card schemes from time to time, at the time this Agreement was written including Visa, Mastercard, American Express, Union Pay and Q Card.

A **"Customer"** is any customer of yours, and includes any Payment Initiator who initiates a payment to you via the Services, for any reason.

A **"Payment Initiator"** is a card or account holder who initiates a payment to pay you via our Services.

A **"Payments Processor"** means POLi Payments, Paymark and any similar provider of direct internet banking services accepted by us.

A **"Transaction"** is an exchange entered into by a Payment Initiator, to attempt to pay you, which requires Authorisation and if Authorised, is settled by your Acquirer, Card Scheme or Payments Processor.

Got any questions? Let us know [support@paystation.co.nz](mailto:support@paystation.co.nz)



## Additional Terms ESP Integrations

### Additional Terms applying to you if you use an External SaaS Provider Integration

1. **Scope:** By agreeing to use or using an ESP Integration, you agree to be bound by these Additional Terms.
2. **Services:** We provide Services via certain ESP Integrations which allow your Payment Initiators to make payments to you using an ESP Application.
3. **Authorisation:** You authorise us to:
  - a) access information from your ESP Application subscription (including prior to any applicable Transaction being undertaken) in order to allow Payment Initiators to make payments using such ESP Application; and
  - b) share transactional data with your ESP, in respect of Transactions processed by us for you using the ESP Integration.
4. **ESP Application:** Any ESP Application (including any Transaction data imported into the ESP Application) is provided and administered solely by the ESP in accordance with the applicable terms agreed between you and the ESP.
5. **Liability:** To the extent permitted by law, we are not responsible for your or Payment Initiators' use of an ESP Application in any way whatsoever. In particular, and without limitation, we will have no liability in respect of any transactional data imported into the ESP Application.
6. **Indemnity:** You indemnify us in respect of any claim brought by your ESP against us or any of our related companies to the extent caused by you, your related parties or Payment Initiators breach of law or breach of the Agreement.
7. **Commission:** You acknowledge that we may pay a commission to ESP's for Transactions made by you using an ESP Integration.
8. **Suspension and Termination:** We may suspend or cancel your use of an ESP Integration or any other Service, immediately by notice to you if you breach the Agreement. We may without notice suspend or terminate your use of or access to an ESP Integration if:
  - a) the Agreement is terminated or expires;
  - b) the ESP Agreement is terminated or expires;
  - c) your account with the ESP is terminated or ends for any reason; or
  - d) you request it.
9. **Amendment:** We reserve the right to change these Additional Terms or the ESP Integration from time to time. The changes will take effect immediately, unless we specify a longer notice period. In practice, we will try to give advance notice of material changes however, sometimes we may require changes to take effect more quickly, for example if we are required to do so by the ESP. If we make material changes to the Agreement or ESP Integration that affect you, you can terminate immediately on notice to us anytime in the 30 days following the change.

10. **General:** These Additional Terms apply in addition to the General Terms. Nothing in these Additional Terms limits or restricts our rights under the General Terms. To the extent of any conflict between these Additional Terms and the General Terms, these Additional Terms will prevail.
11. **Definitions:** Capitalised terms that are used but not defined in these Additional Terms, have the meaning given to them in the General Terms. In these Additional Terms, unless the context otherwise requires:

**“ESP Agreement”** means the agreement between Paystation and an ESP for the exchange of your subscription data and transactional data between the ESP Application and our payment processing Service.

**“ESP”** means a third party External SaaS Provider that has received approval from us to integrate certain software applications with our payment processing Service. For example, Xero (NZ) Limited and its related companies.

**“ESP Application”** means a software application operated by an ESP that provides services that include the ability for you to generate invoices and/or receive payments.

**“ESP Integration”** means any integration between an ESP and our payment processing Service for the purposes of these Additional Terms.