



## ZenPay Merchant Activation Form

This agreement of \_\_\_\_\_ between the following parties in compliance with the terms & conditions overleaf:  
[Date]

1. ZenPay Pty Ltd ABN 63 056 881 942, a division of Zenith Payments of 5-9, 5 Rosebery Place, Balmain NSW 2041 (Referred to in this agreement as **we** or **us** or **Zenith**)

2. \_\_\_\_\_ **ABN:** \_\_\_\_\_  
[Merchant Company Name] (Referred to in this agreement as **you** or the **Merchant**)

[Agent Physical Address – No PO Boxes] \_\_\_\_\_

<b>MERCHANT DETAILS:</b>			
Merchant Trading Name:			
Merchant Phone:			
<b>CONTACT DETAILS:</b>			
Primary Contact Name & Email:			
Beneficial Owner Name:			
Beneficial Owner Identity:		<input type="checkbox"/> Driving Licence OR <input type="checkbox"/> Passport Number:	

<b>ACCOUNT DETAILS:</b> <i>Your bank account for payments &amp; fees.</i>			
BSB Number		Account Number	
Bank Account Name:			
Bank Name & Branch:			
Name of Account Signatory:		Date Of Birth: <i>(ID purposes only)</i>	
<b>PAYMENT METHODS REQUIRED:</b>		<input type="checkbox"/> Online (Public & Merchant web payment pages) <input type="checkbox"/> AutoPay (automatic direct debit)	

<b>PAYMENT PROCESSING FEES:</b> <i>All incl. GST</i> Card Processing Fees Paid By: <input type="checkbox"/> Merchant <input type="checkbox"/> Customer  Bank Processing Fees Paid By: <input type="checkbox"/> Merchant <input type="checkbox"/> Customer	Visa / Mastercard Standard: 1.05%	American Express: 2.10%
	Visa / Mastercard Premium: 1.40%	International Cards: 3%
	Bank Account 0.50% Note: Above payment processing fees are exclusive of GST	

<b>Beneficial Owner Signature:</b>  Authorised person(s) to sign. Two signatures are required for Joint or Business Accounts	I/We hereby enter into this agreement with ZenPay Pty Ltd ABN 63 056 881 942 & authorise ZenPay Pty Ltd to credit & debit my/our nominated bank accounts specified above in accordance this agreement. <b>Direct Debit Request:</b> I/we request that any moneys due in terms of the repayment arrangements covered by this document, be drawn by Zenith Payments Pty Ltd (User ID 428563) under the Direct Debiting System from my/our account stated above. I/we acknowledge that this Direct Debiting arrangement is governed by the terms of the Direct Debit Service Agreement received from you. <b>X Please Sign Here:</b> _____ <b>X Print Name:</b> _____ <b>Date:</b> _____
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# TERMS & CONDITIONS

## 1. Definitions (as used in this agreement)

account holder means any person, other than a customer, who makes payment to you on behalf of a customer.

account holders account means any bank, credit or debit account that facilitates the debiting by Zenpay of any payments payable to you on behalf of a customer. commencement date means the date of this agreement or such other date as the parties may agree in writing.

customer means any person with whom you engage in a business transaction requiring payment to you including customers and others.

customer's account means any credit, debit or bank account nominated by the customer that facilitates the debiting by the Zenpay of any payments payable to you. customer authorisation means a form of authority provided from your customer and reasonably required by us from time to time.

Billor Beneficial Owner is a person who owns 25% or more of the Biller Company entity.

insolvent in the case of a company, means that a company is or becomes unable to pay its debts when they become due, or is or becomes unable to pay its debts within the meaning of the Corporations Act 2001, or is presumed to be insolvent under that Act, or in the case of an individual, the individual dies, becomes bankrupt or is of unsound mind.

month means a calendar month.

nominated bank account means the bank account nominated by you in this or your previous agreements for the purpose of receiving payments and for payment of any fees due by you.

online payments page or WebPay means an online payment facility that may be available to you to process and/or collect payments during the course of this agreement.

privacy law means all legislation, principles, and industry codes and policies regulating the handling of personal information including the Australian Privacy Act 1988.

fees in relation to a customer, means the fees described in that Customer's registration form or customer authorisation, being the fees payable or due to you by that Customer. For the purpose of this agreement, it also includes any other payments made to you by your customers and/or processed by you. review date means the date that is 3 years after the commencement date.

payment processing fee means the amount so described or described as the convenience fee or payment processing fee in this agreement, the Customer Registration Form, customer authorisation or Online Payment Page.

Customer Registration Form means a paper or electronic agreement between a Customer and us whereby the Customer or customer agrees to pay fees to you via the ZenPay program

## 2. Collection and Payment Arrangements

### 2.1 Agency

You appoint us as your agent for the purpose of receiving *fees* and other payments from a *customer's* or *account holder's* account. This appointment is limited to the performance by us of acts necessary to receive these payments from your *customers*. We are not authorised to act on your behalf in any other capacity or to bind you in any other way.

### 2.2 No Collection

You acknowledge and agree that:

- we are not a collection agent;
- we are not responsible for collecting *fees* or liable if a *customer* fails to pay any *fees* due to you;
- we are not obliged to do anything in addition to stated tasks to recover outstanding *fees*, participate in or resolve any dispute between you and a *customer* or levy any charges that you may wish to impose on a *customer*;
- this agreement does not alter your relationship with the *customer* other than by nominating us as the recipient of money that is otherwise payable directly to you by the *customer*; and
- this agreement does not obligate us to deal with your *customers* or with *account holders* except to the extent necessary to assist in the receiving of payments from them.

### 2.3 Direction

You must execute any documents reasonably required by your bank or us to give your *customer's* permission and authority to pay their *fees* to us as your agent.

### 2.4 Payment Processing Fee

This agreement obliges you or the Customer to pay the *payment processing fee* and any other applicable fees when utilising the *ZenPay* program. When you opt to pay the *any payment processing fee*, the total *fees* paid by the account holder are dispersed to your *nominated bank account* and the *payment processing fee* is deducted from your nominated bank account on a monthly basis and an invoice is provided online. When the Customer pays the *payment processing fee*, the relevant amount is added to the amount processed and then retained by us before funds are dispersed to your *nominated bank account*.

### 2.5 Failed Payment Fee

In the event of a bank account payment subsequently being rejected by the *Customer* or account holder's bank or another party, you or the customer will pay to ZenPay a fee (a "Failed Payment Fee") as outlined in this agreement. This Failed Payment Fee will be automatically deducted from your or the customer's nominated account four days after we receive notification of the rejected payment. If deducted from you, you can opt to on charge this amount to the Customer. The Failed Payment Fee does not apply to any failed one-off online payments.

### 2.6 SMS or Email Fees

If detailed in the fee schedule, SMS or Email fees may apply if you have enabled the ability for your *customers* to nominate to receive an SMS or Email confirmation message from ZenPay when a customer payment is sent for processing and the *customer* nominates to receive such a message or when you send messages to your *customers* via the Merchant communication option on the ZenPay website.

### 2.7 Payments

This agreement applies whenever *customers* make payments to you and/or us using a *customer's* account or when you and/or we process payments on behalf of *customers*.

### 2.8 Fees

We will cause the *fees* and other payments received by us from a *customer* or *account holder*, less any applicable *payment processing fee*, to be transferred to your *nominated bank account* within 3 business banking days after the payment was made subject to normal banking and transaction processing operations.

## 3. Term & Amendments

### 3.1 Initial Agreement

This initial agreement will commence on the *commencement date* and continue until it is terminated in accordance with this agreement. Upon reaching the *review date*, this agreement is automatically renewed on its same terms for a period equal to the original agreement unless either party provides 14 days written notice to the contrary prior to the *review date*.

### 3.2 Agreement Amendments

We reserve the right to vary or amend any term of this agreement and any change will be effective from the date nominated in the advice to you of this the change. You shall be deemed to accept this variance or amendment unless we receive written notice to the contrary within 14 days of the date of the advice of the change.

## 4. Responsibilities

### 4.1 Our responsibilities

During the term of this agreement we must:

- handle all enquiries from you about the operation of the *ZenPay Program*;
- provide efficient payment methods to your *customers* to facilitate the efficient payment of *fees* and other payments due to you;
- receive *fees* and other payments on your behalf;
- provide an online payment mechanism, *WebPay*, (subject to its stated terms & conditions) for you to accept and/or process *fees* and other payments due to you;
- transfer cleared funds due to you to your *nominated bank account*;
- provide a reconciliation file for monies deposited in your *nominated bank account*;
- use reasonable efforts to assist *customers* participating in the *ZenPay Program* in order to facilitate the efficient payment of *fees*;
- use reasonable efforts to provide payment failure notifications to *customers* and you participating in the *ZenPay Program* to encourage payment via alternative methods.

### 4.2 Your responsibilities

During the term of this agreement you must:

- make available, strongly promote and actively encourage the use of the *Merchant Payment program* by all Customers.
- notify us in writing and in advance if you wish to change your *nominated bank account*;
- ensure that the *Customer Registration Form* is correctly completed by you and the *Customer*;
- only use *Customer Registration Forms*, customer direct debit authority forms and other customer payment authorisation forms that have been provided and/ or approved in writing for use by us;
- immediately process or deliver *Customer Registration Forms* after they have been completed;
- securely store any paper *Customer Registration Forms* after they have been processed for a period of seven years from the last transaction;
- when using the Merchant *online payments page*, agree to that facility's stated terms & conditions;
- exercise due care & responsibility with payments processed in the ZenPay Program;
- ensure that you hold original *customer authorisation* from the *customer* for any one-off payments you process via the Merchant *online payments page*;
- disclose your participation in the *ZenPay Program* to any *customer* if you are legally or otherwise required to;
- provide to us and authorise usage by us of your logo, Merchant name or similar branding in conjunction with the *ZenPay Program*.

## 5. Termination

### 5.1 Termination without cause

You may terminate this agreement at any time 1 year after the *commencement date* by giving us 6 months written notice of your intention to terminate.

### 5.2 Termination

Either you or we (the *non-defaulting party*) may terminate this agreement by giving notice to each other (the *defaulting party*) in the following circumstances:

- if the *defaulting party* fails to make any payment due under this agreement when due and that failure continues for a period of 5 days from the date of receipt of a notice requiring the *defaulting party* to remedy such failure;
- the *defaulting party* has breached or failed to perform any of its material obligations (other than payment obligations) under this agreement and where in the opinion of the *non-defaulting party* that breach or failure is capable of remedy, it continues for a period of 14 days from the date of receipt of a notice requiring the *defaulting party* to remedy such breach or failure; or
- the *defaulting party* becomes *insolvent*.

### 5.3 Liability for termination

- Termination of this agreement under clause 5.2 will be without prejudice to our respective rights (including the right to damages) at law or in equity.
- Termination of this agreement under clause 5.1 or clause 5.2 will be without liability for either party in respect of the relevant event, but will not affect a party's rights in relation to any breach of this agreement prior to the termination.

### 5.4 Obligations on termination

On termination, you must pay us any outstanding amount that may be payable under this agreement. We will process this total payable amount upon termination of this agreement.

## 6. Indemnities

a. We indemnify you against any liability or loss that you may suffer or incur arising from a breach by us of our obligations under this agreement.

b. We indemnify us against any liability or loss that we may suffer or incur arising from a breach by you of your obligations under this agreement. This indemnity includes any liability or loss that we are liable to a third party arising from a breach by you of your obligations under this agreement.

## 7. Privacy

You agree to comply with all *privacy laws* which are binding on you or which we are bound to comply with and which are notified to you. We agree to comply with the issued Merchant Payment solutions Privacy Policy.

## 8. Disputed Payments, Chargebacks & Refunds

### 8.1 Care

You must exercise care and take reasonable precautions to prevent fraudulent, illegal, reversed or disputed payments from occurring.

### 8.2 Responsibility

As you are the beneficiary of funds collected by us, the supplier of goods and services to the *customer* and the party privy to relationships with the *customer*, you bear all responsibility and liability for any reversed or disputed payments or other form of recovery of funds by us. You indemnify and hold us harmless from and against all claims, costs, liabilities and expenses suffered or incurred by us because of us being obliged, for any reason, to refund or reverse payments before or after the corresponding amount has been remitted to you.

### 8.3 Notice

We will promptly notify you if a payment is required to be refunded by us, or if we receive notice of a disputed payment that might lead to such refund or disgorgement. You must do everything necessary on your part to enable us to avoid having to refund payments, including, for example, immediately providing information or agreements to us about the goods and services supplied by you and the *Customer registration form* or *customer authorisation* in relation to a payment.

### 8.4 Resolution of Disputes

Notice of a disputed payment or chargeback will be successfully refunded if you provide clear *customer authorisation* from your customer that is subsequently accepted by your *customer's* or the *account holder's* financial institution. Should the disputed payment or chargeback not be refunded, you will need to resolve the matter directly with your *customer*.

### 8.5 Refund

If we receive notice of a disputed payment and/or are required to refund or reverse all or part of any payment to a *customer*, an *account holder* or their bank or such a refund is debited from our account or otherwise disgorged, then:

- we will be discharged from any obligation to remit that amount to you; and
- you must reimburse us for that amount and/or we may off-set amounts due to you under this clause off against any other payments due by us to you and/or deduct amounts from your *nominated bank account*.

### 8.6 Recovery

If you pay money to us in accordance with paragraph 8 and we subsequently recover funds from the *customer*, then we will deposit those funds to your *nominated bank account*.

### 8.7 Licences & Authority

You represent and warrant to us that you hold all statutory licences and authorities necessary for the operation of your entity and the collection of payments. You acknowledge that we are not providing any payment facility in addition to our stated services.

### 8.8 Beneficial Owner

You as the Beneficial Owner understand that we are obliged to undertake necessary identity checks on you and to confirm your beneficial ownership of the Company detailed in section 2. You provide consent for these checks which may involve confirming information using third party databases.

## 9. Authority To Credit & Debit:

### 9.1 Authority

You authorise us to credit and debit your *nominated bank account* in accordance with the terms and conditions set out within this agreement.

### 9.2 Payment Failure

Should the debiting of any payment due by you under this agreement be unsuccessful, we will retry debiting after an additional 5 business days. Should any amount due remain unpaid by this time, we will attempt to contact you and we reserve the right to immediately withdraw our services and/or to off-set any amounts due against any funds due to you.

### 9.3 Errors

You authorise us to debit your *nominated bank account* of any previously credited amount that was subject to banking, system or human error and notified as such to you.