



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 19 March 2019 (the **General Terms**) apply to all new Paystation merchants that go live on and from 19 March 2019.

If you are a Paystation merchant with a go live date before 19 March 2019 the previous Paystation Merchant Terms and Conditions dated 1 April 2016 still apply to you and are available on the Paystation Website.

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 website (including 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.

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 use of the Services:** You confirm that your use of the Services will comply with all applicable laws. 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

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

11. 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 attributed to all other token establishments, purchase, authorisation, capture and refund Transaction types regardless of the success of the payment.

12. Our additional fees:

- \$5.00/month for each additional currency loaded against a gateway.
- \$15.00 direct debit failure fee—if your direct debit invoice payment to us fails.
- \$5.00 hard copy invoice/statement fee—if we post you a letter for an overdue account or you request a hard copy invoice/statement to be posted to you.
- \$50.00 reactivate fee—if we agree to reactivate an account that we have suspended or terminated.
- Additional fees may apply if we agree to personalise the Services for you. We will agree these fees with you in writing first.

13. **Payment:** We plan to invoice you each month by email—a copy of your invoice can be found in your admin login area on the Website. If we haven't agreed another payment method with you, you will authorise us to debit any fee you owe us directly from your nominated bank account. If your bank account doesn't have sufficient money in it at any stage, you will promptly pay us by another method. You'll update your information so that

we always have your current bank account and an authorisation to direct debit on our records. If we have agreed another payment method with you (other than direct debit as above), you will pay us within 30 days of the date on your invoice. We can suspend your use of the Services until your payment has been received. If you dispute any invoice you must give notice to us within 30 days of the date on your invoice. If you don't pay our fees or you otherwise are in debt to us, we may take action against you to recover that debt, for example by using a third party debt collection service. You will be liable for all expenses that we incur trying to recover that debt, including legal costs.

14. **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

15. **Your Risk:** To the maximum extent permitted by law, you assume full responsibility for any loss that results from your or 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.
16. **Your customers:** You have the contractual relationship with your customers not us. You are responsible for your customers actions not us. 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.
17. **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.
18. **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.
19. **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. 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.

20. **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

21. **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.
22. **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.

Our intellectual property and confidentiality

23. **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).
24. **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.
25. **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.
26. **Confidentially:** 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

27. **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.
28. **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.
29. **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.
30. **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 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

31. **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.
32. **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.
33. **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 - 9 (Your account), 13 (Payment), 15 - 20 (Liability), 21 - 22 (Disputes), 23 (Our IP), 26 (Confidentiality), 27 - 30 (Consent and privacy), 33 (After termination), 36 (Transfer), 37 (Enforceability), 38 (Interpretation), 39 (Notice), 40 (Agreement) and 41 (Some other definitions).

Other stuff

34. **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 at least 30 days notice of changes that may have a material affect 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.
35. **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 affect 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.
36. **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).
37. **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.
38. **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.
39. **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.
40. **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.

41. Some more 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 Xero), 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 **“Payment Initiator”** is a card or account holder who initiates a payment to pay you for goods / services 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 pay you for goods / services 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

Additional Terms Xero Integration

Additional Terms applying to you if you use the Xero Integration

If you use the Xero Integration the following Additional Terms apply in addition to the Paystation General Merchant Terms and Conditions (dated 19 March 2019) (the **General Terms**).

Note if you are a Paystation merchant with a go live date before 19 March 2019 the previous Paystation Merchant Terms and Conditions dated 1 April 2016 and the corresponding Xero Integration terms apply to you and are available on the Paystation Website.

1. **Scope:** By agreeing to use or using the Xero Integration, you agree to be bound by these Additional Terms.
2. **Services:** We will provide Services via the Xero Integration which allow your Payment Initiators to pay invoices you create using the Xero Application.
3. **Authorisation:** You authorise us to:
 - a) access information from your Xero Application subscription (including prior to any applicable Transaction being undertaken) in order to allow your customers to pay invoices you create using the Xero Application; and
 - b) share transactional data with Xero, in respect of Transactions processed by us for you using the Xero Integration.
4. **Xero Application:** The Xero Application (including any Transaction data imported into the Xero Application) is provided and administered solely by Xero in accordance with the applicable terms agreed between you and Xero.
5. **Liability:** To the extent permitted by law, we are not responsible for your or your customers use of the Xero Application in any way whatsoever. In particular, and without limitation, we will have no liability in respect of any transactional data imported into the Xero Application.
6. **Indemnity:** You indemnify us in respect of any claim brought by Xero against us or any of our related companies to the extent caused by you, your related parties or your customers breach of law or breach of the Agreement.
7. **Commission:** You acknowledge that we may pay a commission to Xero for Transactions made using the Xero Integration.
8. **Suspension and Termination:** We may suspend or cancel your use of the Xero 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 the Xero Integration if:
 - a) the Agreement is terminated or expires;
 - b) the Xero Agreement is terminated or expires;
 - c) your account with Xero 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 Xero 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 at least 30 days' 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 Xero. If we make material changes to the Agreement or Xero 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:

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

“Xero” means Xero (NZ) Limited and its related companies.

“Xero Application” means the software application that provides online accounting and related services operating within the xero.com domain.

“Xero Integration” means the integration between the Xero Application and our payment processing Service for the purposes set out in these Additional Terms.