GLOBAL PAYMENTS TRIPARTITE AGREEMENT

Last updated: 20 June 2024

Merchant Agreement for Processing Card Payments through MuliPay Pty Ltd Payment Facilitator's service

This agreement applies to all users of the MuliPay Pty Ltd Payment Facilitator's service payment service who have been approved to accept Visa and Mastercard transactions. This agreement is made between (1) you, the merchant; (2) Global Payments Australia 1 Pty Ltd (GPA); and (3) MuliPay Pty Ltd (MuliPay).

1.   Definitions

1.1   Unless the contrary intention appears, the following words have these meanings in this Agreement:

Banking Day means a day on which banks are open for general banking business in Melbourne Australia except for Saturdays, Sundays and National Public Holidays in Australia.

Card Schemes means, unless otherwise agreed by the parties, Visa and MasterCard.

Card Scheme Rules means the rules and regulations which regulate participants in the Card Schemes.

Cardholder means the Person in whose name the Card has been issued.

Chargeback is the reversal of a sales transaction.

Card means a card that has been designated by the issuer as a Visa or MasterCard card or a card issued by any other card scheme which You have agreed to accept, and We have agreed to process.

Data Breach means any occurrence which results in the unauthorised access by a third party to confidential data relating to card transactions stored by Your business or any entity engaged by You to provide storage or transmission services in respect of that data.

Data Security Standards means the Payment Card Industry Data Security Standards ("PCIDSS") mandated by the Card Schemes for the protection of Cardholder details and transaction information, and any additional or replacement standards of which You are advised from time to time.

GPA refers to Global Payments Australia 1 Pty Ltd, ABN 26 601 396 543.

MuliPay refers to MuliPay Pty Ltd, ABN 54 670 681 213.

Payment Service means the service provided by Payment Facilitator.

Person includes an individual, firm, body corporate, unincorporated body or association, partnership, joint venture and any government agency or authority.

Personal Information refers to information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, which is received by You from any source as a consequence of the performance of the rights and obligations under this Agreement.

PIN means the personal identification number allocated by GPA, a card issuer or personally selected by the account holder.

Privacy Law means all legislation and principles relating to the collection, use, disclosure, storage and granting of access rights to Personal Information.

Related Body Corporate has the meaning given to it in the Corporations Act, 2001 (Cth).

Relevant Law means any:
(a) statute, ordinance, code or other law including regulations and other instruments under them that are relevant to the obligations and rights of this Agreement; and
(b) any code of practice, guidelines or standards issued by relevant regulators or industry bodies, including any card scheme rules relevant to this Agreement.

Transaction Receipt means a document used to evidence a transaction.

We, **Us and Our** means, collectively, GPA and MuliPay.

You and **Your** means the Person to whom the Payment Service is provided by Us.

2.   Approval to Use Payment Services

2.1   You acknowledge that:
(a) the operation of this Agreement is conditional on GPA approving an application for MuliPay to provide the Payment Services to You; and
(b) in relation to information provided by You to MuliPay in connection with Your application:
   (i)   PayFac may provide that information to GPA;
   (ii) We may rely on such information as being complete, accurate and not misleading or deceptive; and
   (iii) GPA is not obliged to verify the completeness or accuracy of the information it receives from PayFac; and
(c) We may obtain from any Card Scheme or a person who is involved in any Card Scheme, any credit reporting agency or any other person, information about Your merchant history or Personal Information about You, a Related Body Corporate, Your officers, employees or agents for any purpose relating to the operation of those Card Schemes and We can use any such information to assess an application from us under clause 2.1 (a);
(d) We can disclose information about Your merchant history, a data breach and relevant Personal Information in the following circumstances:
   (i)   to any Card Scheme or to any person who is involved in any Card Scheme, information about You for any purpose related to the operation of those schemes, card fraud detection agencies (including information about termination of merchant solutions and reason(s) for termination of GPA merchant solutions; and
   (ii) where the law requires or permits us to do so; and
   (iii) where We have reasonable grounds to believe that either You are involved in dishonest or criminal activity, are a victim of such activity, may have information relevant to an inquiry into such activity or have experienced a data breach, to any state or federal law enforcement or regulatory agency whether or not We have been requested by that agency to provide such information; and
(e) We can disclose Your information to any related entities of ours and to any outsourced service providers engaged by us (for example, mail houses, debt collection agencies (where necessary) or data analytics providers); and

(f)   the decision whether to approve Your application is at GPA's sole discretion and the reason for any decision which is made may not be given to You;

(g) an approval by GPA is specific to MuliPay providing payment services to You and does not in any way constitute a representation by GPA that You will able to use the services of another payment service provider or of GPA directly should You cease using MuliPay's payment services for any reason; and

(h) any information obtained by GPA during its assessment of an application under clause 2(a) is and remains confidential to GPA and will not be shared with You. GPA is bound by Card Scheme Rules and all correspondence and discussions between Card Schemes and GPA are confidential as between GPA and the Card Schemes.

2.2   You represent and warrant that:

(a) any information You provide to MuliPay in connection with an application for MuliPay to provide the Services is complete, accurate and not misleading or deceptive; and

(b) if You have disclosed Personal Information to MuliPay in connection with the application under clause 2.1(a), You have obtained the relevant individual's prior consent to the disclosure and otherwise complied with Your obligations under Privacy Law; and

(c) You are able to satisfy Your obligations and responsibilities under this Agreement.

2.3   You acknowledge and agree that:

(a) MuliPay and GPA are authorised to obtain from third parties financial and credit information relating to You in connection with our decision to approve Your application and in respect of our continuing evaluation of Your financial and credit worthiness; and

(b) any information collected by MuliPay may be disclosed by us to GPA.

2.4   The Parties agree that no Party is or will be bound by this Agreement unless and until GPA has confirmed its approval for MuliPay to provide the Payment Services to You.

3.   Your Obligations

3.1   You:

(a) must immediately notify MuliPay of any change to Your financial position which may affect Your ability to perform Your obligations under this Agreement; and

(b) must provide MuliPay with prior written notice of any change in Your place of business not carry on business in a place which has not been approved by MuliPay and must not move Your place of business without our prior written consent; and

(c) must not change Your business name or ownership of Your business without giving MuliPay prior notice and not substantially change the type of goods and services You sell without our prior written consent; and

(d) only submit a sales transaction where You are the supplier of the goods and/or services; and

(e) not submit transactions on behalf of a third party. For the avoidance of doubt, this includes submitting transactions for goods or services sold on another Person's website; and

(f)   must allow the employees, contractors or agents of GPA or those of any Card Scheme reasonable access to Your premises during normal business hours to check Your compliance with this Agreement, the Data Security

(g) Standards or for the purposes of the relevant Card Scheme Rules; and must provide MuliPay and GPA with all information and assistance reasonably required to perform their obligations and to deal with any queries in relation to the Payment Service; and

(g) must comply with all applicable Card Scheme Rules and Relevant Laws and contractual requirements in accepting card payments and performing Your obligations under this Agreement; and

(i)   will observe and implement the fraud prevention procedures set out in the manuals, guides or directions provided to You, unless otherwise mutually agreed to by the parties.

Data Security Standards

3.2   This clause applies to You if You collect payment data directly from a cardholder or store any cardholder data. In addition to the other provisions of this agreement, You acknowledge and agree:

(a) You must protect stored cardholder data, regardless of the method used to store such data.
Data storage also includes physical storage and security of cardholder data. Some examples of other data storage which must be secured include an access or excel database and hard copy files. Storage should be kept to the minimum required for business, legal, and/or regulatory purposes; and

(b) You must not store the personal identification number (PIN) or sensitive authentication data after authorization (even if encrypted); and

(c) if MuliPay or GPA tell You that You must comply with the Payment Card Industry Data Security Standards, You must, at Your cost, successfully complete the protocols for PCIDSS within the time frame stipulated by MuliPay or the Card Schemes. You acknowledge and agree that if You fail to do so:

(i)   MuliPay or GPA may terminate the merchant services; and

(ii) You are liable for any fine imposed upon GPA by the Card Schemes as a result of Your failure to comply; and

(iii) You are liable for any fines which the Card Schemes levy in the event that You suffer a card data compromise incident, and have not complied with the PCIDSS Accreditation program; and

(d) GPA is obliged to report all Data Breach events to Card Schemes, law enforcement agencies and/or Australian regulators. You grant irrevocable and enduring consent for GPA to release details of any such Data Breach to the aforementioned bodies; and

(e) if You have suffered a Data Breach:

(i)   You must give GPA and its agents full access to Your systems and databases to facilitate a forensic analysis to ascertain:

(A) what card data has been compromised; and

(B) what weaknesses in the system permitted the unauthorised access to the data base; and

(C) whether card data was created, deleted, altered, copied or manipulated in any manner; and

(ii) all costs of the forensic analysis must be paid by you; and

(iii) in order to continue processing card transactions, You must undergo a full Payment Card Industry Data Security Standard ("PCIDSS") accreditation. All costs of this accreditation exercise must be paid by you

Your Duties to Cardholders

3.3   Subject to the other provisions of this Agreement, You:

(a) must accept any valid and acceptable Card in a transaction; and

(b) must only send MuliPay a sales transaction when You have committed to provide the goods and services to the customer; and

(c) must not accept a Card in a credit card transaction for the purpose of giving a Cardholder cash; and

(d) must perform all obligations (including supplying all goods and/or services) to the cardholder in connection with the sale; and

(e) must not sell, purchase, provide or exchange any information or document relating to a Cardholder's account number, or Card number, or a transaction, to any Person other than:

    (i) MuliPay;

    (ii) GPA; and

    (iii) the card issuer; or

    (iv) as required by law; and

(f) must destroy any document that is no longer required to be retained by applicable law or card scheme rules, in a manner which makes the information unreadable; and

(g) must take reasonable steps to ensure that the information and documents mentioned in (e) are protected from misuse and loss and from unauthorised access, modification or disclosure; and

(h) must not make any representation in connection with any goods or services which may bind MuliPay, GPA or any Card Scheme; and

(i) must not indicate or imply that we, GPA or any Card Scheme endorse any goods or services or refer to a nominated Card in stating eligibility for goods, services, or any membership; and

(j) must not accept a Card or a transaction which is of a type You have been previously advised is not acceptable; and

(k) must prominently and unequivocally inform the Cardholder of Your identity at all points of Cardholder interaction (including on any relevant web site, promotional material and invoice) so that the Cardholder can readily distinguish You from MuliPay, any supplier of goods or services to You, or any other third party; and

(l) must provide notice to any Cardholder with whom You enter into a transaction that You are responsible for that transaction, including for any goods or services provided, any payment transaction, related service enquiries, dispute resolution, and performance of the terms and conditions of the transaction; and

(m) must not unfairly distinguish between issuers of a Card when accepting a transaction; and

(n) must not refuse to complete a transaction solely because a Cardholder refuses to provide additional identification information in circumstances where We do not require You to obtain it; and

(o) if You collect or store Cardholder information, You must comply with any Data Security Standards notified to You; and

(p) You must not transfer or attempt to transfer financial liability under this Agreement by asking or requiring a Cardholder to waive his or her dispute rights.

Recurring Transactions

3.4 You may only process a transaction as a recurring transaction if:

(a) You have obtained cardholder permission (either electronically or in hardcopy) to periodically charge for a recurring service; and

(b) You retain this permission for the duration of the recurring services and make it available to us on request; and

(c) You provide a simple and accessible online cancellation procedure, if the cardholder request for the goods or services was initially accepted online.

Indemnity

3.5 You agree to indemnify, and hold GPA harmless from and against any fines imposed on GPA by a Card Scheme

because of Your conduct in relation to the merchant services, including any fines imposed as a result of an unacceptable rate of chargebacks.

4.   Website Requirements

4.1   Unless You are otherwise notified in writing, You must, before You accept any electronic commerce transaction over the Internet, establish and maintain at Your own expense a web site that complies with the requirements of clause 4.2.

4.2   The web site must clearly display the following information:
(a) Your business name (and Australian Business Number as applicable); and
(b) the address of Your approved place of business; and
(c) Your business contact details, including telephone numbers and an email address; and
(d) a complete description of the goods and services available for purchase on Your website with the price advertised in Australian dollars or, if We have agreed that You can process transactions in another currency, that currency; and
(e) details of Your return and refund policy, including how a transaction can be cancelled by a Cardholder; and
(f) details of Your delivery times for goods and services. Delivery times are to be appropriate for the type of business carried on by You. If the delivery is to be delayed, the Cardholder must be notified of the delay and an option provided to them to obtain a refund; and
(g) details of any Australian export restrictions (if applicable); and
(h) details of Your privacy policy and how You intend to deal with, or share, Personal Information obtained from and about the Cardholder; and
(i) a description of the measures You have to maintain the security of:
(i) Cardholders' account data; and
(ii) any other information which, by notice, We or GPA require You to display from time to time; and
(j) any other information required for the purpose of complying with card scheme rules.

4.3   You must provide us reasonable access to view, monitor and audit the pages of Your web site.

4.4   Your web site payments page must be protected by Secure Sockets Layer or any other form of security method approved in writing by us.

5.   Card Acceptance Requirements

5.1   You must:
(a) use reasonable care to detect forged or unauthorised signatures or the unauthorised use or forgery of a Card; and
(b) notify MuliPay if You become aware of or suspect fraud on the part of a Cardholder; and
(c) not deliberately reduce the value of any one transaction by:
(i) splitting a transaction into two or more transactions; or
(ii) allowing a Cardholder to purchase items separately; and

(d) establish a fair policy for dealing with refunds and disputes about transactions and include information about that policy on Transaction Receipts as required by MuliPay; and

(e) only submit a transaction as a refund to a Cardholder if it is a genuine refund of a previous sale transaction. The refund must be processed to the same card that was used in the original sales transaction and be for the original sale amount; and

(f) give refunds for transactions by means of credit and not in cash or cheque; and

(g) not process a refund transaction as a way of transferring funds between Your accounts; and

(h) if a transaction for a sale does not cover the full amount of the sale:

(i)   in the situation in which the Card is used to make a deposit or pay an instalment You may accept the Card in payment of all or part of the outstanding balance; and

(ii) in any other circumstance You must obtain the balance due at the time the sale is completed in cash; and

(i) not state or set a minimum or maximum amount for a Card transaction without our prior written consent; and

(j) not ask a Cardholder to reveal their PIN or any other secret identifier; and

(k) contact MuliPay for instructions if the identification of a Cardholder or the validity of the Card is uncertain; and

(l) not knowingly submit for processing any transaction that is illegal or that You should have known is illegal.

5.2 For remote transactions, You must:

(a) take reasonable steps to verify the identity of the Person You are dealing with, in order to confirm that they are the genuine Cardholder; and

(b) record reasonable identification details of the Person You are dealing with, as well as the commencement and expiry dates of the Card.

6. Surcharging

Amount of Surcharge

6.1 Where You elect to charge a cardholder a surcharge in respect of a transaction, You must not impose a surcharge in excess of the reasonable cost of card acceptance.

6.2 Upon request by us or any card schemes, You must produce supporting information to substantiate Your costs of card acceptance. Where the card scheme dictates the format of the required substantiation, e.g. through use of a "reasonable cost of acceptance calculator", You must provide details of Your costs in the required format.

6.3 Where required by a card scheme, You must submit, at Your cost, to an audit of Your costs of card acceptance by an independent auditor approved by the card scheme requiring the audit. The audit must be completed, and results reported back to the relevant card scheme within the timeframe specified by the card scheme.

6.4 Where, following an investigation into Your surcharging and cost of card acceptance, We or a card scheme determine that the amount that You are surcharging exceeds the reasonable costs of card acceptance, We may by 30 days' notice to You require You to reduce Your surcharge level to an amount that does not exceed the reasonable costs of card acceptance.

6.5 Without limiting any other rights that We may have under this agreement, We may, by notice to you, terminate this agreement if, following receipt of notice under clause [5], You fail to reduce Your surcharge level to an amount that does not exceed the reasonable costs of card acceptance.

6.6   You acknowledge that excessive surcharging by You could expose GPA to fines from card schemes.
        You agree to indemnify GPA against any fines imposed by card schemes in relation to Your surcharging practices.

6.7   You acknowledge that card issuers may from time to time change the classification of a credit card (i.e. standard or premium) and, as a result, when applying a surcharge rate to a cardholder, it cannot be guaranteed that the classification of the card (i.e. standard or premium) on which You have based the surcharge will be the same as the classification on which You are charged Your merchant service fee in relation to the same transaction.

Disclosure of Surcharge

6.8   You must clearly disclose to the cardholder before the transaction is completed any surcharge that You will charge for completing the transaction, and do it in such a way that allows the transaction to be cancelled without the cardholder occurring at any cost.

6.9   You must display on the payment page on Your website a notice stating:
        (a) that You charge a surcharge; and
        (b) the exact amount or percentage of the surcharge.

6.10   You must not represent or otherwise imply that the surcharge is levied by a card scheme or by us or any other financial institution.

Definitions

6.11   "Surcharge" means any fee charged by a merchant to a cardholder that is added to a transaction for the acceptance of a card.

        Costs that form Your "reasonable costs of card acceptance" will be determined having regard to the Reserve Bank of Australia's Guidance Note: Interpretation of Surcharging Standards, as amended or replaced from time to time

7.   Transaction Receipt

7.1   Unless We have agreed that We will provide the transaction receipt to the cardholder, You must give the Cardholder a copy of the Transaction Receipt for each transaction, but You must not charge a fee for doing so.

7.2   If You are notified that You must prepare the Transaction Receipt, You must ensure the information contained in the Transaction Receipt:
        (a) is identical with the information on any other copy; and
        (b) legibly includes the information notified to You.

7.3   You must provide MuliPay with the Transaction Receipt and any other required evidence of the transaction within seven (7) days if You are asked by MuliPay to provide it.

7.4   If You wish to change Your Internet or email address, or telephone number appearing on the Transaction Receipt, You must notify MuliPay in writing at least fifteen (15) Banking Days prior to the change taking effect.

8. Invalid or Unacceptable Transactions

8.1 A transaction is not valid if:
(a) the transaction is illegal as per applicable laws; or
(b) if applicable, the signature on the voucher, Transaction Receipt or authority is forged or unauthorised; or
(c) the transaction is before or after any validity period indicated on the relevant Card; or
(d) You have been told not to accept the Card; or
(e) the transaction is not authorised by the Cardholder; or
(f) the particulars on the copy of the voucher or Transaction Receipt given to the Cardholder are not identical with the particulars on any other copy; or
(g) the price charged for the goods or services is inflated to include an undisclosed surcharge for card payments; or
(h) another person has provided or is to provide the goods or services the subject of the transaction to a Cardholder; or
(i) You did not actually supply the goods or services to a genuine Cardholder as required by the terms of the \ transaction, or have indicated Your intention not to do so; or
(j) the transaction did not relate to the actual sale of goods or services to a genuine Cardholder; or
(k) the transaction is offered, recorded or billed in a currency We have not authorised You to accept; or
(l) this Agreement was terminated before the date of the transaction; or
(m) You have not complied with Your obligations in clause 3.3; or
(n) if applicable, the details are keyed into Equipment and You did not legibly record on a Transaction Receipt the information required by clause 7; or
(o) it is a credit transaction in which:
(i) the amount of the transaction or transactions on the same occasion is more than any applicable limit notified to You; or
(ii) You collected or refinanced an existing debt including, without limitation, the collection of a dishonoured cheque or payment for previous card charges; or
(iii) You provide a Cardholder with cash; or
(p) it occurs during a period in which Your rights under this Agreement were suspended under or after this Agreement was terminated; or
(q) You cannot give a Transaction Receipt as required by clause 7 provided for herein; or
(r) for any other reason,
the Cardholder is entitled under the Card Scheme Rules to a chargeback of the transaction.

8.2 A transaction for a sale or refund is not acceptable if:
(a) the Cardholder disputes liability for the transaction for any reason or makes a claim for set-off or a counterclaim; or
(b) it is of a class which GPA or MuliPay decide, in their discretion, is not acceptable.

8.3 You acknowledge and agree that GPA or MuliPay may:
(a) refuse to accept a transaction if it is invalid or unacceptable, or may charge it back to You if it has already been processed, even if We have given You an authorisation; and
(b) reverse a sales transaction as a chargeback, and debit Your account for the amount of the chargeback, for any of the reasons in clauses 8.1 and 8.2 and any other reason We notify You of from time to time; and

(c) without limiting the above, delay, block, freeze or refuse to accept any transaction where GPA or MuliPay has reasonable grounds to believe that the transaction breaches Australian law or sanctions or the laws or sanctions of any other country.

9. Settlement of Transactions

9.1 GPA will provide settlement to MuliPay on each business day for the gross amount of all funds received from the card schemes in respect of transactions processed under this agreement, less any chargebacks or refunds.

9.2 MuliPay is responsible for disbursing to you, in accordance with Your funding, reserve and payment arrangements with MuliPay, any settlement amounts received from GPA in respect of transactions processed under this agreement.

9.3 You agree to direct any queries regarding settlement to MuliPay.

10. Use of Card Scheme Logos and Trademarks

10.1 You acknowledge and agree that:
(a) the card scheme logos, names and holograms ("the Marks") are owned solely and exclusively by the relevant card scheme; and
(b) You will not contest the ownership of the Marks for any reason; and
(c) the card schemes may at any time, immediately and without notice, prohibit You from using any of the Marks for any reason; and
(d) You may only use advertising and promotional material for the cards or which show a card scheme mark in the manner GPA approves, unless You have received authorization from the card schemes through other means.

11. Representations and Warranties by You

11.1 You represent and warrant that:
(a) by entering into this Agreement, You are not currently and will not be in breach of any Relevant Law or any obligation owed to any Person; and
(b) where applicable, You are duly authorised to enter into this Agreement and the obligations under this Agreement are valid, binding and enforceable in accordance with its terms; and
(c) if You are an incorporated body, You validly exist under the laws of Your place of incorporation and have the power and authority to carry on Your business as that business is now being conducted and using any name under which that business is being conducted; and
(d) if You, a Related Body Corporate or any officer, employee or agent of You or a Related Body Corporate has at any time been listed on a database of terminated merchants maintained by any Card Scheme or have otherwise had merchant services terminated by another acquiring bank, You have disclosed that fact to MuliPay.

11.2 The representations and warranties set out in this clause will be deemed to be repeated each day after the date You enter into this Agreement.

12.   No Warranties by Us

Neither MuliPay nor GPA make any warranties in respect of any of the services provided under this agreement. To the maximum extent permitted by law, any and all implied warranties and guarantees are excluded. In respect of any warranty or guarantee which is able to be excluded under any relevant law, our liability in respect of a breach of that warranty or guarantee is limited to the re-supply of the goods or services or the payment of the cost of having the goods or services supplied again.

13.   Exclusion of Liability

To the maximum extent permitted by applicable law We are not liable to You or to any person for any act or omission (including negligence) of ours that results in any direct or indirect loss (including loss of profits), damage, injury or inconvenience You suffer because of any service failure, including any unavailability of the service, any delays or any errors. Under no circumstances will be liable to You for any lost sales, revenue or profit or loss of custom due to any service failure which results in You being able to promptly accept payments from Your customers.

14.   Termination and Suspension

14.1   GPA or MuliPay may suspend or terminate this Agreement or suspend then terminate this Agreement or any part of it at any time if:
(a) You are in breach of Your obligations under or arising out of this Agreement; or
(b) if in MuliPay's or GPA's reasonable opinion, the processing of Your transactions exposes MuliPay or GPA to an unacceptable level of risk; or
(c) You are or have engaged in conduct which exposes MuliPay or GPA to potential fines or penalties imposed under Relevant Law; or
(d) Your business or Equipment is or has been targeted by a person engaged in fraudulent or dishonest activity whether with or without Your knowledge; or
(e) You or any service provider (other than MuliPay or GPA) that You use in connection with Your merchant services has suffered a data breach
(f)   a direction is made by a card scheme or under Relevant Law that the Payment Service be suspended or terminated; or
(g)   You have experienced an adverse change in financial circumstances; or
(h) We have concerns about Your solvency or if You come insolvent or are subject to any form of insolvency administration or a resolution is passed, or an order is made for winding up; or
(i)   You have a significant adverse credit event recorded against you.

14.2   This Agreement will terminate automatically and immediately if:
(a) MuliPay's registration as a member service provider or independent sales organisation with any card scheme is cancelled;
(b) MuliPay's agreement with GPA for the provision of merchant services is terminated for any reason; or
(c) any other agreement that You have with MuliPay in respect of MuliPay's payment processing services is terminated for any reason.

14.3 You authorise GPA to disclose to any Card Scheme advice of termination of this Agreement and the reasons for the termination. You acknowledge that the information concerning termination of this Agreement then becomes available to any member of the Card Schemes. This information, available to any member of the Card Schemes, may be used in assessing subsequent applications for merchant facilities.

14.4 This clause 14 survives termination of this Agreement.

15. Assignment

You may not assign or charge Your rights under this Agreement without our prior written consent.

16. Australian Domicile Requirements

You acknowledge that We may only provide services to You under this Agreement where you:
(a) have a permanent establishment in Australia through which transactions are completed;
(b) are registered to do business in Australia;
(c) have a local address in Australia for correspondence and acceptance of judicial process, other than a post-office box or mail-forwarding address; and
(d) pay taxes in Australia (where required) in relation to the sales activity; and
(e) satisfy any other domesticity requirements imposed by card schemes from time to time.

In addition to any other right to terminate or suspend the services, We may immediately cease to accept transactions under this Agreement where You fail to satisfy the above requirements.

17. Governing Law

This agreement is governed by the laws of the State of Queensland. Each party submits to the jurisdiction of the courts of that State of Victoria and any courts of appeal from them.

18. Amendment

We may vary this agreement on thirty (30) days' written notice to You.

19. Notices

19.1 You acknowledge that GPA or MuliPay may deliver notices to You in any of the ways listed in clause 19.2.

19.2 A notice must be in writing and is taken to be received:
(a) if delivered personally, at the time of delivery;
(b) if sent by pre-paid post, on the third day after the posting;

(c) if sent by facsimile transmission, on the date the transmitting machine records transmission of the complete document;

(d) when the party sending the notice is the GPA or MuliPay, if sent by email, at the time when the email enters Your information system.

19.3 The address, facsimile number or email address to be used for notices is the last address, facsimile number or email address advised by a party. You must inform MuliPay immediately of any change of Your address, facsimile number or email address.

20.   Set-off

MuliPay and GPA may at any time without notice to You set off any Liability owed by MuliPay or and GPA (as the case may be), to You on any account against any Liability owed by You to MuliPay or the GPA (as the case may be) under or in connection with this agreement. For the purpose of this clause, "Liability" means any debt or monetary liability, irrespective of whether the debt or monetary liability is future or present, actual or contingent.

Executed as an Agreement

The completion of a MuliPay Application and the conduct of Your first transaction with MuliPay will be considered Your consent and intent to execute this agreement.