

Arinda Merchant Service Agreement

PLEASE SIGN AND FAX TO ARINDA ON 07 5630 8597

THIS AGREEMENT is made

BETWEEN

Arinda Holdings Pty Limited trading as Arinda Internet of 6 Watts Drive Varsity Lakes QLD 4227
ABN: 27 091 309 572
(Arinda)

AND

ABN: _____
(the Client)

1. General

- 1.1. This Merchant Service Agreement ("the Agreement") aims to make clear the terms and conditions by which Arinda Holdings Pty Limited, trading as Arinda Internet ("Arinda") will provide an automatic online credit card payment processing service to the Client.

2. The Service

- 2.1. The Merchant Service is an online credit card processing service for use in the Client's wireless hotspots, internet access controllers, and Surf Easy internet cafe software ("the Devices"). The Service processes credit card payments from the Client's customers over the internet through a secure gateway, and holds the cleared funds on trust in an Arinda bank account until the funds are settled with the Client.

3. Compatible Devices

- 3.1. The Service can only be used in the following devices:
- (a) A PC running a licensed copy of Surf Easy Desktop Edition
 - (b) A PC running a licensed copy of Surf Easy Self-Serve Edition
 - (c) A wireless hotspot which has a current Arinda CAS Subscription
 - (d) An internet access controller which has a current Arinda CAS Subscription
- 3.2. The Service can also be used to manually process payments via the Online Portal on the Arinda website. The Client Portal is accessed by a username and password issued separately to the Client. The Online Portal is only for use by the Client, and the username and password must not be supplied to any other person or entity.

4. Service Period

- 4.1. The Agreement is for 12 months commencing from the date of purchase of the Merchant Service Plan ("the Service Period").

5. Service Availability

- 5.1. The Service is available 24 hours a day, 7 days a week, however there is no guarantee of Service availability or uptime.
- 5.2. Arinda will use their best endeavours to keep the Service operational for the Client, however this is not guaranteed.
- 5.3. The Client understands that the Service may be unavailable intermittently and from time to time during scheduled maintenance and unscheduled outages.
- 5.4. Arinda is not responsible for any costs or loss of income whatsoever incurred by the Client as a result of the Service being unavailable for any reason.

6. Subscription Based Service

- 6.1. The Client agrees to pay an annual subscription fee ("Subscription Fee") for enrolment in the Service. This Subscription Fee is paid annually in advance, and is non-refundable. One subscription is required per Client.
- 6.2. The Subscription Fee is:

Subscription Fee	\$120 per year
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7. Transaction Fees

- 7.1. There are transactions fees applied to every approved transaction. These fees include a flat per transaction fee, plus a percentage based fee calculated as a set percentage of each transaction value.
- 7.2. The flat per transaction fee is also charged for any declined or unapproved transactions, however no percentage fee is charged for declined transactions.
- 7.3. The specific fees that apply under this Agreement to the Client are:

Fees for approved transactions	85 cents per transaction, plus 3.25% of the transaction value.
Fees for declined transactions	85 cents per transaction.

- 7.4. Arinda is not obliged to refund any portion of the fees in the event that this Agreement is terminated for any reason.

7.5. All fees and charges are subject to GST.

8. Transaction Volumes

8.1. There are no minimum or maximum transaction volumes.

9. Monthly Settlement

9.1. Shortly following the end of each month Arinda will prepare a statement for the Client detailing the total value of transactions, total Transaction Fees, GST, and the Balance Due to the Client ("the Statement").

9.2. The balance owing to the Client at the end of each month shall be calculated as the total value of all approved credit card transactions processed by the Service for the Client's Devices during that month, less the applicable Transaction Fees ("the Balance Due").

9.3. Arinda will pay the Balance Due to the Client into the Client's Nominated Bank Account shortly after the Statement has been sent to the Client each month.

9.4. Arinda reserves the right to not provide any Settlement Payment to the Client if they have any overdue or outstanding invoices or money owing to Arinda. In such cases, the Client must pay all overdue invoices owed to Arinda before Arinda will make any Settlement Payment.

9.5. Arinda is not responsible for any bank charges incurred by the Client.

9.6. Arinda reserves the right to recover the cost of any abnormal bank charges incurred by Arinda as a result of the Client's bank returning or rejecting a Settlement Payment.

10. Nominated Bank Account

10.1. The Client must provide Arinda, in writing, with the details of the bank account they want their funds deposited into. Arinda will use this account to pay the Client the Balance Due at Monthly Settlement via direct deposit.

10.2. Arinda will not pay the Balance Due to the Client until they have nominated a bank account.

10.3. The Client can only nominate one bank account. Payments cannot be split across multiple bank accounts.

10.4. The Client is responsible for informing Arinda of any changes to the Client's preferred bank account.

11. Setup and Configuration

11.1. If required, Arinda will supply instructions to the Client on how to configure the Devices to operate with the Service. The Client understands and acknowledges that they will be responsible for completing any such steps and procedures to configure the Devices to operate with the Service.

12. Outsourcing

- 12.1. Arinda uses various third party suppliers and contractors for the supply of the Service ("Third Party Suppliers").
- 12.2. The Client agrees that they will not contact any of Arinda's Third Party Suppliers for any reason unless specifically instructed to do so by Arinda. The Client agrees that if they do contact one of Arinda's Third Party Suppliers that they will be liable for all costs imposed on Arinda by those Third Party Suppliers.

13. Accepted Cards

- 13.1. Arinda and its Third Party Suppliers will attempt to process all transactions made using:
 - (e) any MasterCard Card issued by a member or affiliate of MasterCard International Inc, on which the MasterCard or MasterCard II marks appear, and any other card conforming to the Standards established by MasterCard International Inc.;
 - (f) any BankCard issued by an Australian member or affiliate;
 - (g) any Visa Card issued by a member or affiliate of Visa International on which the Visa marks appear, and any other card conforming to the Standards established by Visa International; and
 - (h) any duly authorised American Express credit card which has been approved by SecurePay,
- 13.2. The Service currently does not process and Diners Club or JCB credit cards.

14. Client's Commitment and Undertaking

- 14.1. The Client will comply with all reasonable directions of Arinda and its Third Party Suppliers relating to the Service.
- 14.2. The Client will comply with all technical, security and privacy standards set out by the card scheme providers and provide evidence of compliance to Arinda upon request.
- 14.3. The Client will not store any customer's credit card details, and will securely destroy any customer credit card details.
- 14.4. The Client will immediately notify Arinda of any event, change of circumstance, or breach of security that may impact upon the integrity or continued delivery of the Service.

15. Withdrawal of Service

- 15.1. Arinda reserves the right to immediately and without notice to the Applicant, withdraw or temporarily suspend, the Payment Services, or any part thereof, in the event that:
 - (a) the Client fails to comply with its obligations in relation to this Application;
 - (b) if advised to do so by any Bank, Visa, MasterCard, Diners, Amex or JCB;
 - (c) if fraud is suspected;
 - (d) if the Client is suspected of not meeting security standards set out by the card scheme providers;
 - (e) this Agreement is terminated for any reason; or

- (f) a service upon which the Service relies is unavailable.

16. Intellectual and Creative Rights

- 16.1. All creative rights and intellectual ownership rights of Arinda connect to the Service, including software, implementation, computer codes, files, graphics, text and any other materials, are the sole property of Arinda and shall not be copied, published, distributed, presented in public or forwarded to any third party in any format without the express, written and prior permission of the Service Provider.

17. Privacy Statement

- 17.1. Arinda will take care of any personal information the client provides us, in accordance with the Privacy Act 2001 and our Privacy Policy, which is available on the Arinda website at <http://www.arinda.com.au/>
- 17.2. Arinda will maintain the confidentiality of each transaction and will not collect or otherwise deal in commercially sensitive information, except to the extent necessary for the Payment Services.

18. Indemnity

- 18.1. The client indemnifies Arinda in respect of all costs, damages and/or loss whatsoever including any third party claims or costs, howsoever arising from this Service.

19. Alterations

- 19.1. Arinda reserves the right to alter this Agreement at any time. The latest version of the Agreement will be available on the Arinda website and in the Online Portal.

20. Termination and Expiration

- 20.1. This Agreement will automatically terminate at the end of the Service Period, at which time the Client can choose to subscribe to another Service Period.
- 20.2. Arinda reserves the right to terminate the Agreement at any time. If the Agreement is terminated then Arinda will partially refund to the Client the Subscription Fee in proportion of the number of days already passed/expired in the Service Period.

Signatures:

	Arinda	The Client
<i>Name of Authorised Representative</i>	_____	_____
<i>Signature</i>	_____	_____
<i>Date</i>	_____	_____

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