Recitals

A. *The Customer wishes to accept payments using ShortcutsPay.*

B. *The Customer has a separate software licence agreement and wishes to enter into this Agreement to utilise ShortcutsPay.*

C. *The Parties wish to record the terms of their agreement to writing, as contained in this Agreement.*

D. *By using ShortcutsPay, the Customer acknowledges and accepts the following terms and conditions.*

Operative Part

The Parties agree as follows

1. Definitions

Agreement *means those documents set out in clause 3.2 and other documents expressly stated as being included.*

Anti-Money Laundering (AML) *means the set of laws, regulations and procedures deigned to prevent criminals from disguising illegally obtained funds as legitimate income.*

Connected Account *means an account opened for the Customer on Stripe platform pursuant to the Stripe Agreement.*

Claim *means, any claim made (whether in the form of an action, allegation, claim, demand, judgment, liability, proceeding, remedy, right of action, or right of set-off of any kind) under or in connection with this Agreement its subject matter, however it arises whether:*

(a) it is present, unascertained, immediate, future, or contingent;

(b) it is based in contract (including under any warranty or indemnity or any other breach, actual or anticipatory), tort, equity, in restitution, negligence or any other tort, strict liability, under statute, or otherwise at all; or

(c) it involves a third-party or a Party to this Agreement.

***Data Security Standards* (DSS)** *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 the Customer is advised from time to time.*

Know Your Customer (KYC) *means the mandatory process used by financial institutions and regulated businesses to verify the identity of their customers, assess risk, and ensure compliance with AML and counter terrorism requirements.*

Law *means any and all applicable laws as adjudicated by a court in the Jurisdiction.*

Payment Card Industry (PCI) *means the global set of security requirements designed to protect cardholder data during credit and debit card transactions.*

Payment Processor *means the third-party payment processing provider selected by Shortcuts (for example, Stripe, Inc. and its affiliates) to collect payment for subscriptions, Fees and other Charges on behalf of Shortcuts and/or the Customer.*

Personal Information *means information related to the Customer's privacy including identity, bank account details, and payment card data.*

ShortcutsPay *means the service allows the Customer to collect payments as facilitated by the Payment Processor.*

Standard Rates *mean Shortcuts' standard and commercially reasonable payment rates at the time of the relevant incident, request, or charge.*

Stripe *means Stripe, Inc., Stripe Payments Australia Pty Ltd, Stripe Payments Europe Ltd, and their related entities.*

Stripe Agreement *means the applicable version of the Stripe Services Agreement (including any agreements with respect to Hardware supplied by Stripe available at https://stripe.com/au/legal/ssa-services-terms and https://stripe.com/au/legal/terminal-purchase, or as advised from time to time) published at https://stripe.com/au/legal/ssa and the attached Merchant (Stripe) Services Fee Schedule (Schedule A).*

2. Customer's Responsibilities

2.1. If the Customer elects to pay via the Payment Processor (i.e. Stripe), the Customer acknowledges and consents to:

(i) all payment processing (including the collection of subscription and transactional revenue) being performed through Stripe's platform; and

(ii) the creation of a Stripe Connected Account in its name, to the deduction from the amounts payable to the Customer of all fees, charges, shortfalls and other amounts that arise under the Stripe Agreement and the attached Schedule D, and to the sharing of Personal Information with Stripe for those purposes.

2.2. *The fee rates that apply to Customer's use of Stripe are set out in Schedule D, which mirror the rates payable by Shortcuts under its agreement with Stripe (and may change in the manner contemplated by that agreement).*

2.3. *The Customer must read the Stripe Agreement available at https://stripe.com/au/legal/ssa (or as advised from time to time) and accepts that the terms contained therein (and as incorporated by reference into Schedule D) will bind the Customer as a Connected Account, in addition to the other obligations set out in this Agreement.*

2.4. *The Customer indemnifies Shortcuts from any loss, cost, liability or expense (including third-party claims) arising out of the Customer's use of the Payment Processor, including:*

(a) *chargebacks, payment reversals, shortfalls, fines or penalties levied under the Stripe Agreement or by Financial Partners;*

(b) *any breach of the Stripe Agreement;*

(c) *any failure to observe PCI, AML or KYC requirements;*

(d) *and any privacy breach arising from the disclosure of Personal Information to Stripe.*

2.5. *Where the Customer elects to use the Payment Processor, the Customer expressly authorises Shortcuts to disclose Personal Information (including identity, payment card and bank account details) to Stripe for the purposes of establishing and maintaining the Connected Account, processing payments, performing KYC/AML checks and collecting Fees and shortfalls. The Customer represents that it has obtained all necessary consents from its own customers to permit those disclosures.*

3. Warranties

3.1. *Each Party represents, warrants, and undertakes that:*

(a) *it has full power, capacity, and authority to execute, deliver, and perform its obligations under this Agreement;*

(b) *this Agreement is a bespoke agreement between the Parties, and the Party has been afforded every opportunity to seek external legal advice in relation to this Agreement, and has either requested and subsequently resolved every change to the Agreement necessary to reflect their best interests, or has decided to proceed on the basis that the Agreement is suitable as-is for their own purposes;*

(c) *it has, and will continue to have, all the necessary consents, permissions, licences, and rights to enter into and perform its obligations under this Agreement; and*

(d) *once executed, this Agreement constitutes legal, valid, and binding obligations, and is enforceable in accordance with its terms.*

3.2. *Nothing in this Agreement excludes, restricts, or modifies any right or remedy, any guarantee, representation, warranty, condition, or other term, implied or Shortcuts by any applicable law which cannot lawfully be excluded or limited (**Non-Excludable Provision**).*

3.3. *If the Customer's remedy for a breach of the Non-Excludable Provision can be limited at Law, the liability of Shortcuts for a breach of the Non-Excludable Provision is limited to one or more of the following, at Shortcuts' sole discretion:*

(a) *regarding goods: the replacement of the goods; the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; or*

(b) *regarding services: the supplying of the services again; or the payment of the cost of having the services supplied again.*

4. Limitation of liability

4.1. *Except for liability which cannot be limited at Law, Shortcuts' entire liability under this Agreement or in any way related to this Agreement (including under an indemnity) will be limited to direct damages in an amount equal to the Fees paid by the Customer to Shortcuts during the 12-month period immediately preceding the first event giving rise to the Claim;*

4.2. *Neither Party will be liable for:*

(a) *any special, punitive, indirect, incidental, or consequential damages arising from or related to this Agreement;*

(b) *any loss of revenue, profits, goodwill or data, or data use, business interruption, failure to realise an expected saving, corruption of data, or Claims against them by any third-party; or*

(c) *even if the Parties are advised, or may reasonably supposed to have been aware, of the possibility of such damages in advance.*

4.3. *Such limitations will apply regardless of whether the Claim arises based on contract, tort, negligence, or otherwise.*

4.4. *The Customer acknowledges that Shortcuts has relied on the Customer's representation that there is a valid and enforceable limit of liability.*

5. Termination

5.1. **Termination for Cause**

(a) *Subject to clause 11.9 or 12.2, this Agreement may be terminated:*

(i) *immediately by notice if Party breaches a material term;*

(ii) *within 15 Business Days after written notice by a Party of a breach of any other term, provided the other Party fails to cure it;*

(iii) *immediately by notice if a Party becomes insolvent, a receiver, administrator, controller, or a liquidator is appointed, a Party assigns any of its property for the benefit of creditors or any class of them, or any proceedings have been commenced by or against a Party under any bankruptcy, insolvency, or similar laws;*

(iv) *immediately by notice if a Party ostensibly ceases to carry on business; or*

(v) *immediately where* **the Customer's** *Stripe Connected Account is terminated by Stripe due to fraud or non-compliance, constituting a breach of a Material Term*.

5.2. **Termination for Convenience**

(a) *Either Party may terminate this Agreement for convenience by giving a 90 days' written notice to the other party.*

(b) *Shortcuts will not be liable for any loss or damage whatsoever arising from the termination.*

6. Confidentiality

6.1. **Confidential Information:**

(a) *means information that is disclosed:*

(i) *by a Party to this agreement (the* **Discloser***) or on the Discloser's behalf by its Representatives;*

(ii) *to the other Party to this Agreement (the* **Receiver***) or its Representatives; and*

(iii) *in connection with the Purpose.*

(b) *includes (but is not limited to) the Software and Software Services, and Hardware and Hardware Services (if applicable).*

(c) *is not information that:*

(i) *is or becomes generally available to the public other than through the fault of the Receiver;*

(ii) *was within the Receiver's possession prior to its being furnished to the Receiver by or on behalf of the Discloser;*

(iii) *is independently developed by the Receiver or its Representatives without the use of any Confidential Information; or*

(iv) *is disclosed with the prior written consent of the Discloser.*

6.2. *The Parties will hold each other's Confidential Information in confidence and will not make each other's Confidential Information available in any form to any third-party for any purpose other than to the extent necessary to exercise its rights under this Agreement. Each Party must treat the Confidential Information of the other Party with the same degree of care as it would treat its own confidential information of a like nature, and in no case less than a commercially reasonable degree of care.*

6.3. *The Customer may only disclose the Confidential Information to its Permitted Users, and Shortcuts may only disclose the Confidential Information to its Representatives.*

6.4. *It is not a breach if Confidential Information is disclosed as a result of a judicial or administrative process, provided that the Party served with such process promptly notifies, to the extent legally permissible, the other Party and provides reasonable assistance so that the other Party may seek, at its own cost and expense, a protective order against public disclosure.*

6.5. *The Parties must each implement and enforce policies and contractual obligations with its Representatives to ensure its Representatives protect the Confidential Information.*

6.6. *The Parties recognise and agree that monetary damages are an inadequate remedy for breach of the obligations in this clause 16, and that any breach would result in irreparable harm to the non-breaching Party. In the event of such a breach, the non-breaching Party may seek injunctive relief from a court of competent jurisdiction to pursue those remedies available to it*

Schedule A. Merchant (Stripe) Payment Processing Terms

1. *Definitions*
    1.1. *Capitalised terms not defined in the body of this Schedule have the meaning given them in the Agreement or in the Stripe Agreement. In addition:*
        1.1.1. *Eligible Fees, Net Monthly Card Volume, Pricing Page, Financial Partner, Connected Account and related terms have the meanings given in the attached Stripe Fee Schedule;*
        1.1.2. *Stripe has the meaning given in the Agreement; and*
        1.1.3. *Stripe Agreement means the applicable version of Stripe's standard form Services Agreement located at https://stripe.com/au/legal/ssa as updated from time to time, and the Stripe Services Fee Schedule attached to this Agreement.*
2. *Appointment & Operation*
    2.1. *Where the Customer elects the Stripe option (by ticking the box in the Order Form), Shortcuts will onboard the Customer as a Connected Account on Shortcuts' Stripe Platform.*
    2.2. *The Customer authorises Shortcuts to act as its agent for the sole purpose of establishing and maintaining the Customer's Connected Account, subject to the terms of the Stripe Agreement.*
    2.3. *The Customer agrees to provide all information and documentation required by Stripe for KYC, AML and PCI purposes and to keep that information current.*
    2.4. *If Stripe refuses to onboard the Customer or later terminates the Customer's Connected Account because of fraud, non-compliance or otherwise, the Customer remains liable to Shortcuts for any uncollected Fees and may have its right to use the Software terminated for cause.*
3. *Fees*
    3.1. *The Customer will pay all Fees due for use of the Software to Shortcuts.*
    3.2. *Where the Stripe option applies, the Customer acknowledges that Stripe will impose its own fees in addition to the Fees payable under the Agreement, including;*
        3.2.1. *per-transaction percentage and fixed amounts;*
        3.2.2. *foreign exchange fees;*
        3.2.3. *optional payment method fees;*
        3.2.4. *Managed Risk/ Radar fees;*
        3.2.5. *Faster Payout fees;*
        3.2.6. *Minimum Fee Commitments; and*
        3.2.7. *Shortfall mechanics.*
    3.3. *The fees listed above in 3.2 will be deducted from the receipts credited to the Customer's Connected Account or invoiced directly to the Customer per Stripe's mechanics, as Shortcuts does not markup Stripe's fees.*
    3.4. *The Customer acknowledges that Shortcuts' own obligation to pay Stripe arises from Shortcuts' User relationship under the Stripe Agreement and that the Customer's obligations to pay its own Share of those costs flow through by operation of this Schedule.*
4. *Payment & Collection Mechanics*
    4.1. *Stripe will settle funds to the Customer's nominated bank account in accordance with the Payout Schedule selected by the Customer (e.g. daily automatic for Faster Payouts) provided the Customer complies with the conditions in Section 5 of the Stripe Fee Schedule.*
    4.2. *If there is a failure of settlement (e.g. due to an overdrawn Customer bank account, chargeback, reversal, network failure or any other cause attributable to the Customer), the Customer's obligation to pay continues unaffected – for the purposes of the Agreement the amount remains unpaid, and the Customer is in Default.*
5. *Compliance & Conduct*
    5.1. *The Customer must comply at all times with:*
        5.1.1. *the Stripe Agreement;*
        5.1.2. *the Stripe Fee Schedule;*
        5.1.3. *applicable PCI, AML, and KYC standards;*
        5.1.4. *fraud prevention best practice; and*
        5.1.5. *all other Payment Processor rules of Stripe, its Financial Partners, scheme providers, and applicable law.*
    5.2. *the Customer warrants that it will not use Stripe to process unlawful transactions and that all payments processed through Stripe relate solely to the lawful provision of the Software and any ancillary services which the Customer is authorized to resell or receive.*
6. *Termination & Consequences*
    6.1. *To the extent the termination mechanics set out in Section 4.4 of the Stripe Fee Schedule apply, they flow through:*
        6.1.1. *if the Customer terminates its Stripe relationship because of a material breach by Stripe or insolvency, commitments are prorated and no future commitment terms apply; and*
        6.1.2. *if Stripe terminates because of the Customer's material breach, all future Minimum Fee Commitments come due immediately.*
    6.2. *In all other respects the Agreement's termination provisions apply, whereby an event of Default arising out of an unresolved Stripe dispute or failure will entitle Shortcuts to suspend or terminate the Agreement for cause.*
7. *Indemnity & Release*

7.1. The Customer indemnifies and releases Shortcuts from any loss, cost, liability or expense arising out of the Customer's relationship with Stripe, including (without limitation);

7.1.1. failed or reversed payments;

7.1.2. improper or fraudulent card processing;

7.1.3. Network Cost adjustments;

7.1.4. shortfalls arising under the Minimum Fee Commitments;

7.1.5. fines and penalties levied against Shortcuts due to the Customer's acts or omissions;

7.1.6. data breaches arising from the transfer of Personal Information to Stripe; and

7.1.7. the Customer's own breach of the Stripe Agreement or of applicable law.

8. Privacy

8.1. The Customer consents to Shortcuts sharing Personal Information with Stripe for the purposes of establishing and maintaining the Customer's Connected Account, processing payments, performing KYC/AML checks and enforcing the Stripe Agreement.

8.2. The Customer represents that it has obtained all necessary consents from its end-users or customers to permit those disclosures and recognises that Stripe's own privacy practices (as described in the Stripe Agreement) apply to the information once disclosed.

9. Miscellaneous

9.1. The terms of Schedule D may not be amended except in writing signed by the parties.

9.2. To the extent the terms of Schedule D conflict with the rest of the Agreement, Schedule D governs in respect of the subject matter of payment processing via Stripe.

9.3. . The Customer acknowledges that by ticking the Stripe box on the Order Form, it has read, understood and accepted the terms of Schedule DC and the incorporated Stripe Agreement.