



# Get your **FREE** Visa Prepaid Pack **TODAY!**

## Dear Newsagent,

Sign up today and receive the latest Visa Prepaid offering from eziPass and Rêv. With no upfront cost, you only pay for what you sell through eziPass. In the current economic conditions, Visa Prepaid cards are a great way to increase sales to your existing customers together with attracting new customers.

With over 100 eziPass retailers already on board, now is your chance to share in the benefits during these tough times.

*“The cards are a fantastic idea. Customers love them because they are easy and convenient to use.”*

– CHRIS AT ARNDALE KILKENNY NEWSAGENCY

*“Quick and simple to train staff on how to sell and load the Visa Prepaid cards.”*

– VAN EN HOANG AT LUCKY WINNERS LOTTO

*“The Visa Prepaid Cards have brought in new customers who found our store via the CANVAS card website.”*

– MANDY FROM AUSTIN KNOX

## > What is Visa Prepaid?

- Cash is loaded onto a Visa card before spending
- Operates like prepaid mobile
- Single load cards AND reloadable cards
- Cards are purchased and loaded in store
- No bank account – unlike Visa debit cards
- No credit check required – unlike traditional credit cards
- Convenient and safe, putting cardholders in control
- Cards can be used where Visa Prepaid is accepted



## > Sign up today!

Simply complete the attached forms and fax back to 1300 650 843 or email [info@revasiapacific.com](mailto:info@revasiapacific.com).

Once your forms have been received, you will receive confirmation and we'll send you a Visa Prepaid starter pack including stands, cards, POS and product information.

**We look forward to you joining the team!**

## GREAT COMMISSIONS AVAILABLE

	VCARD	JUST4	CANVAS	SCX
Sale Price	\$5.50	\$5.95	\$7.95	\$14.95
Sale and Load Commission	\$2.25	\$2.25	\$5.75	\$7.25
Sale Only Commission	N/A	N/A	\$3.00	4.50
Reload Commission	N/A	N/A	\$2.75	2.75

## INCREDIBLE COMMISSIONS, ATTRACTIVE TERMS & MORE!

- Make 30-40% commission on new Visa Prepaid cards sold.
- Make \$2.75 commission for every reload
- Pay only for what you sell with no upfront cost to stock.
- Get recognised as a Visa Prepaid retailer, and get listed on our websites.
- Benefit from Visa Prepaid advertising.
- Free Point of Sale materials to help you sell.
- No lock-in contracts.





> Prepaid

> Rêv Australia Pty Ltd Retailer Registration Form



Rêv Australia Pty Ltd – ABN: 91-117-378-953



Please answer ALL questions and write clearly in CAPITAL LETTERS.



FAX THIS FORM TO 1300 650 843

1. BUSINESS / TRADING NAME:			
2. BUSINESS / TRADING ADDRESS: <small>(Including State &amp; Postcode)</small>			
	PO. BOX NOT ACCEPTED		
3. COMPANY / LEGAL ENTITY NAME:			
4. COMPANY / LEGAL ENTITY ADDRESS: <small>(Including State &amp; Postcode)</small>			
5. POSTAL ADDRESS: <small>(If different to trading address)</small>			
6. TYPE OF BUSINESS: <small>(Newsagent, Convenience Store, etc.)</small>			
7. CONTACT PERSON:			
8. CONTACT DETAILS: <small>(If possible, please provide phone, fax AND e-mail contact details)</small>			
	CONTACT PHONE NO	CONTACT FAX NO	CONTACT EMAIL ADDRESS
9. HOW WOULD YOU LIKE TO RECEIVE YOUR BILLING ADVICE? <small>(Please Tick One Only)</small>	<b>E-MAIL</b>	Your Billing Advices will be sent to the EMAIL address below. (No fee applies)	
	TICK HERE	E-MAIL ADDRESS	
	<b>FAX</b>	Your Billing Advices will be sent to the FAX number below. (A fee of \$0.33 applies per page (including GST))	
	TICK HERE	FAX NUMBER	
10. DO YOU CURRENTLY HAVE EZIPASS? <small>(Please circle)</small>	YES	NO	

I acknowledge I have read and understand the Terms and Conditions outlined in Appendix A

Date: / / 20

Signature:

OFFICE USE ONLY

Complete	
Confirmation	
Response	
eziPass	
Finalised	

## Retailer Compliance Letter

**DATE**        /        / 20

**Dear Store Owner / Operator,**

Welcome to the exciting new world of Visa Prepaid cards.

As part of this revolution you will have cards hanging in store and the ability, through e-pay, to sell, load and activate cards. We encourage you to read the training materials we will provide in the starter pack which tell you exactly how to process the sale of a card via e-pay and the features and benefits of each product.

In order to sell Rêv Australia Prepaid Cards, for legal and compliance purposes we have to obtain from you an agreement in favour of Heritage Building Society Limited, which is the issuer of the cards, as follows:

- You and your staff cannot give any financial product advice concerning the card products.
- This means not giving customers any recommendations or opinions that could influence customers to acquire the cards.

- You and your staff can however give customers factual information concerning the cards, and can give out the customer material provided by Rêv Australia.
- You and your staff will at all times follow the instructions in the training pack provided, and any supplementary instructions issued by Rêv Australia as Heritage's authorised representative or by Heritage itself.
- Stock not currently on display for sale must be stored securely.
- Damaged stock must be reported on the card destruction log and faxed back to 1300 650 843 and if you notice any misplaced or stolen cards you should notify Rêv on the same number.
- Heritage, as the issuer of the cards, will usually be legally responsible to customers for you and your staff's conduct in relation to the cards. However you and your staff must observe the conditions noted above.

**We strongly recommend you DO NOT accept credit card payments for loads without confirming the persons ID**

First Name:	Surname:
Store Name:	ABN Number:
Address:	
Signature:	



Direct Debit Request

Ph: 1300 725 796 Fax: 1300 650 843

ABN 67 096 902 813

New Customer Form

Business: Rêv Australia ABN/ACN: 91 117 378 953 RVU GEN 22258

Customer Reference:

Surname: Given Name:

\*Mobile Ph: (or Business Name)

\*Email: \* Indicates a mandatory field

Address: Suburb State Postcode

Debit Arrangement / Payment Details

And/Or the total amount billed for the specified period for this and any other subsequent agreements or amendments.

I authorise and request the debit user detailed below to debit payments from my nominated account, as specified below, at intervals and amounts as directed by Rêv Australia Pty Ltd as per the Terms and Conditions of the Rêv Australia Pty Ltd agreement and subsequent agreements.

Fees / Charges

Table with 8 columns: Administration Fee, Paid by Rêv, Transaction Fee, Paid by Rêv, Credit Card Fee, Visa/Mastercard 2.2%, Amex/Diners 4.4%, SMS Payment Reminder, N/A

Debit from Bank, Building Society or Credit Union Account

Direct Debit is not available on the full range of accounts - if in doubt please refer to your financial institution

Financial Institution: Branch:

BSB Number: Account Number: (9 Digits MAX)

Account Holder Name(s):

I/we authorise Ezidebit Pty Ltd ACN 096 902 813 (User ID 165969) to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance with the Payment Details stated above and as per the Ezidebit Pty Ltd DDR Service Agreement (Ver 1.1) provided.

Debit from Credit Card (Please note Credit Card fees apply as above)

VISA MasterCard AMEX Diners

Card Number:

Expiry Date:

Card Holder Name:

By signing this form, I/we authorise Ezidebit Pty Ltd, acting on behalf of the Business, to debit payments from my specified credit card above, and I/we acknowledge that Ezidebit will appear as the business name on my credit card statement. Furthermore, I/we agree to reimburse Ezidebit Pty Ltd for any successful claims made by the Card Holder through their financial institution against Ezidebit Pty Ltd.

This Authorisation is to remain in force in accordance with the terms and conditions on this Direct Debit Request, the provided Ezidebit Pty Ltd DDR Service Agreement, and I/we have read and understand the same.

Signature(s) of Nominated Account Holder/Credit Card Holder

Date: D D / M M / Y Y Y Y

Office Use Only:

T1

Received Date:

Reference No:

Ver 1.1

COMPLETE USING BLACK INK ONLY

## Appendix

### EZIDEBIT TERMS AND CONDITIONS



I/We hereby authorize Ezidebit Pty Ltd ACN 906 902 813 (Direct DebitUser ID number 165969) (herein referred to as "Ezidebit") to make periodic debits on behalf of the "Business" as indicated on the front of this Direct Debit Request (herein referred to as the "Business")

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/we have with the Business.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with the Business.

I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and will contact my/our financial institution if I/we are uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available,

I/we agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing if:-

- (1) there is a public or bank holiday on the day, or any day after the debit date;
- (2) a payment request is received by Ezidebit on a day that is not a banking business day in Queensland; and
- (3) a payment request is received after normal Ezidebit cut off times, being 4:00pm Queensland time, Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day. I/we authorise the Business to vary the amount of the payments from time to time as provided for within my/our agreement with the Business.

I/We authorise Ezidebit to vary the amount of the payments upon instructions from the Business. I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary the terms of the debit arrangements between us.

I/We acknowledge that I/we will contact the Business if I/we wish to alter or defer any of the debit arrangements.

I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we agree to contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee is payable. I/We will also be responsible for any fees and charges applied by my financial institution and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that if specified by the Business, a setup, variation, SMS or processing fees may apply as instructed by the Business.

#### CREDIT CARD PAYMENTS

I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the Business as Ezidebit is acting as a 3rd party payment provider. I/We acknowledge and agree that in the event that a claim is made, Ezidebit will not be liable for the refund of any funds and agree to reimburse Ezidebit for any successful claims made by the Card Holder through their financial institution against Ezidebit.

Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made in it relating to an alleged incorrect or wrongful debit, or otherwise required by law. Further information relating to Ezidebit's Privacy Policy can be found at [www.ezidebit.com.au](http://www.ezidebit.com.au)

Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee whichever ever is greater.

I/We authorise:

- 1) Ezidebit to verify details of my/our account with my/our financial institution; and
- 2) my/our financial institution to release information allowing Ezidebit to verify my/our account details.

Po Box 1388

Milton, QLD 4064

Ph: (07) 3124 5500

Fax: (07) 3124 5555

ABN: 67 096 902 813

### RÊV AUSTRALIA TERMS AND CONDITIONS



This Retailer Agreement is between:

**Rêv Australia** (ABN 91-117-378-953),

Suite 1 level 6, 189 Kent St, Sydney NSW 2000 ("Rêv Australia") and the

**RETAILER** (being the person who is identified on the Direct Debit Agreement lodged with Rêv Australia).

#### 1. COMMENCEMENT & DURATION

**1.1** This Agreement will commence on the date on which the Retailer completes the Activation Process and will continue until it is terminated under clause 12, with the first completion of the Activation Process constituting the Retailer's agreement to accept fully the terms set out in this Agreement and to be bound by those terms. This will be the case despite the fact that the Retailer may not have signed a copy of this Agreement.

#### 2. DEFINITIONS & INTERPRETATION:

**2.1** In this Agreement the following words have the following meanings, unless the context clearly indicates otherwise:

**Agreement** means this agreement and includes the Schedule and Ancillary Documents as amended from time to time;

**Activation Process** means processing of the first sale and activation by the Retailer of an Rêv Australia product.

**Ancillary Documents** means all documents relating to the Rêv Australia issued by Rêv Australia to the Retailer from time to time including the Direct Debit Agreement, Retailer Compliance Letter and the Price List;

**Approved Outlet** means the location(s) at which the Retailer is authorised to sell the Products as agreed between the parties and recorded on Rêv Australia's register of data relating to the Retailer;

**Approved Terminal** means a terminal approved by Rêv Australia which is programmed with the software which enables the sale and/or load of Rêv Australia Products.

**Business Day** means any day other than a Saturday, Sunday or public holiday in New South Wales;

**Customer** means any person who purchases or has purchased or requests or has requested to purchase a product or makes an enquiry regarding the purchase of a Product;

**Direct Debit Account** means the Retailer's bank account set up in accordance with and detailed in the Direct Debit Agreement;

**Direct Debit Agreement** means the agreement provided to the Retailer together with this Agreement, allowing Rêv Australia to debit the Payment from the Retailer's Direct Debit Account and includes the form that accompanies the Direct Debit Agreement;

**Intellectual Property Rights** means any intellectual property rights belonging to Rêv Australia of whatever nature, including without limitation, patents, trade marks, service marks, registered designs, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, design rights, copyright, inventions, confidential information, know how and business names and any similar rights situated in any country;

**Logos** means any logos or marks or other intellectual property of Rêv Australia used in connection with the sale of Products;

**Payment** means the proceeds of all sales of Products including GST less the Retailer Commission or Retailer Margin (as applicable);

**Payment Day** means every Friday, or such other day or days during the week advised by Rêv Australia from time to time on 7 days notice, during the term. The "first Payment Day" refers to the first Friday after the day on which the Retailer completes the Activation Process. If there is a public or bank holiday on a Friday, the Payment Day for that week will be on the next Business Day;

**Price List** means the document provided to the Retailer which specifies the Products the Retailer is authorised to sell and the Retailer Commission or Retailer Margin (as applicable);

**Product** means a product or service specified in the Price List, as varied by Rêv Australia and notified in writing to the Retailer from time to time;

**Provider** means a provider of Product (Rêv Australia);

**Provider Logos** means any logos or marks or other intellectual property owned by a Provider that is used in connection with the sale of Products;

**Provider Terms** means the terms and conditions of Rêv Australia as contained in this Agreement and the Retailer Compliance Letter;

**Refund Request Procedure** means the procedure relating to a request for a Product refund by the Retailer as notified to the Retailer and amended by Rêv Australia from time to time;

**Retailer Commission** means the commission received by the Retailer on the sale of certain Products as specified in the Price List, expressed as a flat rate per transaction;

#### 3. DISTRIBUTION OF THE PRODUCTS

**3.1** Rêv Australia authorises the Retailer to sell the Products via the Approved Terminal and in accordance with this Agreement.

**3.1A** Where the Retailer provides Product(s) for sale via the Approved Terminal(s) at the Approved Outlet(s):

(a) the Provider Terms will apply

**3.2** The Retailer must only sell or accept orders for the Products via Approved Terminals and at Approved Outlet(s).

**3.3** The Retailer must notify Rêv Australia in writing at least 30 days before any proposed change of Approved Outlet and must not sell the Products at any changed location without obtaining Rêv Australia's prior written approval.

**3.4** The Retailer must not process a sale of the Products unless the Products have been paid for in full by a Customer, and the risk of any loss arising by way of dishonoured payment or otherwise will be borne by the Retailer.

**3.5** The Retailer acknowledges that, subject to the extent permitted by law, payments for Products are not refundable.

#### 4. RETAILER OBLIGATIONS

**4.1** The Retailer must actively offer for sale, display, sell and promote the sale of the Products, and must make the Products readily available to the public during the Retailer's normal business hours.

**4.2** The Retailer must not make any warranty, representation or statement with respect to any product or service of a Provider, its suitability for any particular use, compatibility with any equipment, its characteristics, performance or otherwise, that is inconsistent with, differs from or is misleading or deceptive as to, the express terms of any specification, warranty or guarantee given by the Provider.

**4.2** The Retailer must not give any financial product advice concerning Rêv Australia's products, including not giving customers any recommendations or opinions that could influence customers to acquire the Products.

**4.3** The Retailer must not make the sale of any Product conditional upon the sale of any other goods or services nor impose or seek to impose any terms or conditions in relation to such sale other than those set out in the terms and conditions issued by the applicable Provider.

**4.4** The Retailer must ensure at all times that a sufficient number of the Retailer's employees are properly trained to sell the Products using training materials provided to the Retailer and must in such training cover such aspects of Retailer performance and obligations under this Agreement as Rêv Australia may reasonably require and direct.

**4.5** The Retailer must comply with all applicable laws and regulations in force from time to time.

**4.7** The Retailer must notify Rêv Australia immediately upon becoming aware of any proposed changes of ownership of the Retailer or the Retailer's business.

#### 5. ADVERTISING, MARKETING & POINT OF SALE

**5.1** Rêv Australia may use the Retailer's name and details of the Approved Outlets in any promotional material relating to the Products or the Rêv Australia. This will include a directory listing of retailers.

**5.2** If requested to do so by Rêv Australia, the Retailer will display point of sale material or use merchandising material delivered by a Provider and/or Rêv Australia.

**5.3** The Retailer must not produce, distribute, display or change any point of sale material or use merchandising material without Rêv Australia's prior written consent.

**5.4** Title to all point of sale or merchandising material remains with Rêv Australia

#### 6. PAYMENT & FEES

**6.1** The Retailer must make Payment to Rêv Australia for all Products sold by it. Products are deemed to be sold as soon as the electronic transaction for that Product is complete, which is conclusively determined by Rêv Australia by reference to its records.

**6.2** Rêv Australia may directly debit the Retailer's Direct Debit Account on every Payment Day (or such other time as it considers appropriate), for all amounts owing to it under this Agreement. In relation to amounts owing for the sale of Products, Rêv Australia may directly debit the Retailer for all the proceeds of the sale:

- a) less the Retailer Commission or Retailer Margin (as the case may be) and any GST; or
- b) at Rêv Australia's discretion, in full, reimbursing the Retailer Commission or Retailer Margin (as the case may be) and any GST within 14 days.

**6.3** The Retailer acknowledges that Rêv Australia, may at any time alter the Retailer Commission or Retailer Margin. If that occurs, Rêv Australia must use its reasonable endeavours to give the Retailer notice of the change as soon as reasonably practicable. Whether actual notice of the change is given by Rêv Australia or otherwise, the Retailer acknowledges that the Retailer Commission or Retailer Margin applicable for the sale of a Product, from the date of the change notified by Rêv Australia, will be the Retailer Commission or Retailer Margin (as changed).

**6.4** The Retailer must ensure that there are sufficient clear funds in the Direct Debit Account by midday on the first Payment Day or midday on every other Payment Day to enable Rêv Australia to make direct debits under clause 6.1.

**6.5** The Retailer must not alter or close the Direct Debit Account during the term of this Agreement, without the prior written consent of Rêv Australia.

**6.6** If Rêv Australia is unable to directly debit the Payment due to insufficient funds in the Retailer's Direct Debit Account or any other reason, Rêv Australia may charge the Retailer in addition to the Payment):

- a) \$50 for the first instance and \$100 for each subsequent instance on which Rêv Australia is unable to debit payment due to insufficient funds; or

- b) Interest on the overdue Payment at the rate of 4% over Heritage Building Society's base rate from the due date of payment until the date of payment in full, whichever is the greatest.

**6.7** Upon any insufficient funds default by the Retailer, Rêv Australia may, without limitation:

- a) Suspend or cancel all access to the Rêv Australia until all outstanding payments by the Retailer are made to Rêv Australia;
- b) Commence proceedings for recovery of outstanding amounts due by the Retailer to Rêv Australia; or
- c) Immediately terminate this Agreement.

**7. OPERATOR ERROR OR MALFUNCTION OF APPROVED TERMINAL**

The Retailer must pay for Products which are sold due to operator error or malfunction of the Approved Terminal, unless the Retailer complies with the Refund Request Procedure and Rêv Australia is satisfied that the error was beyond the Retailer's control.

**8. GST**

**8.1** Words or expressions used in this clause 9 which are defined in the A New Tax System (Goods and Services Tax) Act 1999 ("the GST Act") (as amended or re-enacted from time to time) have the same meaning in this clause.

**8.2** The parties agree the following in respect of GST:

- a) If any supply under this Agreement is a taxable supply under the GST Act (or any similar Act which may be introduced in future), the party making the supply may recover from the recipient an additional amount on account of GST (or other similar tax), calculated in accordance with the GST Act. This paragraph does not apply if the amount payable for the taxable supply is specifically described as already including an amount of GST.
- b) If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by a reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.
- c) If any amount under this Agreement is calculated as a specific percentage of a fee, revenue stream or otherwise arises from a revenue sharing agreement, that amount shall be calculated by reference to the relevant revenue net of GST, unless otherwise specified.
- d) The recipient of a supply under this Agreement is not obliged to pay any amount in respect of GST to the party making the supply unless and until the party making the supply under this Agreement issues a tax invoice (or, if an adjustment has occurred, an adjustment note) to the recipient in respect of that supply.
- e) Any amount payable pursuant to clause 9.2(a) is payable by the recipient of the supply at the same time as consideration for the supply is payable or within 14 days of the recipient receiving a tax invoice, or if an adjustment has occurred, an adjustment note (whichever event is later).
- f) The Retailer accepts any amendments that Rêv Australia, acting reasonably, proposes to make to the Agreement in response to any relevant changes to the GST Act, any relevant change to the way the Commissioner of Taxation interprets or administers the GST Act, or any other occurrence that means that the terms of this Agreement do not make appropriate provision for the GST implications for, and the GST treatment of, the products or any other things supplied under this Agreement.

**8.3** The recipient created tax invoice ("RCTI") agreement set out in this clause 8.3 applies to any taxable supply by the Retailer to Rêv Australia under this Agreement for which commission is payable. The Retailer and Rêv Australia agree, in relation to those taxable supplies, that:

- a) Rêv Australia will issue tax invoices for the Retailer;
- b) the Retailer will not issue tax invoices for those taxable supplies, and any requirement on the Retailer to do so under any other clause of this Agreement is waived for so long as this clause 8.3 continues in effect;
- c) The Retailer acknowledges that it is currently registered for GST and that it will immediately notify Rêv Australia if it ceases to be registered;
- d) Rêv Australia acknowledges that it is currently registered for GST and that it will immediately notify the Retailer if it ceases to be registered; and
- e) Rêv Australia must not issue a document that would otherwise be an RCTI, on or after the date when Rêv Australia or the Retailer has failed to comply with any of the requirements of the Determination made by the Commissioner of Taxation under section 29-70(3) of the GST Act that covers any RCTIs issued by Rêv Australia under this Agreement.

**9. INTELLECTUAL PROPERTY & LOGOS**

**9.1** The Retailer must not:

- a) Claim any right in or to the Logos or Provider Logos in any manner;
- b) Claim any right in or to Rêv Australia's Intellectual Property Rights which shall remain with Rêv Australia, or make any use of Rêv Australia's Intellectual Property Rights except as approved by Rêv Australia;
- c) Attempt to register or reserve for registration any trade marks similar to trade marks registered, reserved for registration or owned by Rêv Australia, including trade marks of Rêv Australia contained in any promotional material provided to Retailers in accordance with this agreement or which the Retailer is otherwise permitted to use ("Trade Marks");
- d) dispute Rêv Australia's ownership of its Trade Marks;
- e) Reduce the value of the goodwill attached to any Trade Marks;
- f) Incorporate part of the Trade Marks into a Retailer's trade mark;
- g) Use or display a Trade Mark of Rêv Australia with goods or services which are not associated with Rêv Australia;
- h) Use Trade Marks in any way not specified in this Agreement or in written notices from Rêv Australia; or
- (i) Assist or permit another person to do any of (a)-(h).

**10. WARRANTIES & LIABILITY**

**10.1** Except as required by any law, all conditions, warranties, terms, undertakings, duties and obligations expressed or implied by law, custom, trade usage or otherwise in any way relating to the Products, the

Rêv Australia or the performance of Rêv Australia's obligations under this Agreement, are wholly excluded.

**10.2** The liability of Rêv Australia for breach of a term implied by law into this Agreement, is limited, at the option of Rêv Australia, to the repair or replacement of the goods, the cost of repairing or replacing the goods, the re-supply of the services or the payment of the cost of re-supplying the services, as the case may be.

**10.3** Except where to do so would contravene any law or make any part of this Agreement void or unenforceable, Rêv Australia excludes any and all liability to the Retailer for any:

- a) Loss or damage suffered by the Retailer or any other person arising from inability to access the Rêv Australia for reasons including technical failures or malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, or software or any other reason beyond Rêv Australia's control; and/or
- b) Special, indirect or consequential loss or damage (including loss of profits, commission or revenue) suffered or incurred by the Retailer in connection with this Agreement regardless of the cause of action under which the liability arises.

**10.4** Rêv Australia limits its liability to the Retailer in respect of any and all claims made against it arising out of, or in connection with, this Agreement, regardless of the basis on which the Retailer is entitled to claim damages (including breach, negligence, misrepresentation, or other contract or tort claim, or under an indemnity statute or otherwise) in aggregate to \$3000.

**10.5** The Retailer warrants to Rêv Australia that:

- a) It has the power to enter into, exercise its rights, perform and comply with its obligations under this Agreement;
- b) Its entry and exercise of rights under this Agreement does not and will not violate: a) any law to which it is subject; or b) being a company, its memorandum or articles of association or as the case may be, certificate of incorporation or by-laws or c) any agreement to which it is a party.

**10.6** The Retailer warrants and undertakes to Rêv Australia that the representations contained in this Agreement shall remain true for the duration of this Agreement and undertakes to notify Rêv Australia immediately of:

- a) Any changes in the nature of the Retailer's business, or
- b) Any matter or event which constitutes or might give rise to a breach of any of the representations, warranties and undertakings in this Agreement and shall promptly provide Rêv Australia with all details of such matters as Rêv Australia may reasonably require.

**10.7** The Retailer warrants and undertakes to Rêv Australia that it will comply with any instructions issued to the Retailer by a Provider from time to time in accordance with applicable Provider Terms.

**11. SUSPENSION & TERMINATION**

**11.1** Rêv Australia may discontinue or suspend the Retailer's right to sell the Product, immediately upon:

- a) The Retailer breaching, or Rêv Australia suspecting the Retailer is in breach of, any of the terms in this Agreement;
- b) The Direct Debit Agreement ceasing (for any reason) to be in force;
- c) Change of ownership and/or operating address of the Retailer; or
- d) The appointment of an administrator or a receiver, or order of bankruptcy in relation to the Retailer.

**11.2** Either party may terminate this Agreement by providing 14 days written notice to the other party.

**12. SALES LIMITS**

**12.1** Rêv Australia may impose daily sales limits or specified operating hours for the sale of certain Products.

**13. AVAILABILITY & COST OF SERVICE**

**13.1** Rêv Australia will endeavour to provide maximum notice to the Retailer of any changes in relation to the Products 13.2 The Retailer acknowledges and agrees that Rêv Australia may change or vary the Products or the cost, discount or commission applicable to individual Products supplied by Rêv Australia to the Retailer from time to time.

**13.3** Rêv Australia may offer new Products to the Retailer from time to time.

**13.4** Rêv Australia may remove the availability of any Products from the Retailer at any time.

**13.5** Rêv Australia will make reasonable attempts to ensure all price variations and changes of available Products are communicated to the Retailer as soon as possible, in writing, and/or by fax.

**13.6** Use of any new or changed Product after any such addition of, or change to, any Product is deemed to be acceptance by the Retailer of the new charges for that Product.

**14. GENERAL**

**14.1** This Agreement in no way constitutes any relationship of employment or partnership between the Retailer and Rêv Australia.

**14.2** A provision of this Agreement or a right created under it, may not be waived or varied except in writing, signed by the parties to be bound;

**14.3** If the whole of any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction.

The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

**15. AMENDMENTS**

**15.1** Subject to clause 14, the terms of this Agreement may be amended by Rêv Australia from time to time by giving the Retailer not less than 30 days prior written notice of the amendments.

**16. AUDIT**

**16.1** Rêv Australia shall be entitled upon giving reasonable notice to the Retailer to have access to each Approved Outlet, the staff at each Approved Outlet and the Retailer's records relating to the Products for audit purposes, the review of security arrangements and to investigate the operation of the Products at the Approved Outlet. The Retailer shall also allow Rêv Australia such other access as is reasonable in order to enable Rêv Australia to fulfill its obligations under this Agreement.

**16.2** Rêv Australia shall be entitled to inspect and copy all records kept by the Retailer relating to the Products.

**17. NON-TRANSFERABILITY OF THIS AGREEMENT**

**17.1** The rights and obligations granted in this Agreement must not be assigned, transferred, subcontracted, charged or otherwise disposed of in any manner by the Retailer, without the prior written consent of Rêv Australia.

**18. CONFIDENTIALITY**

**18.1** The Retailer shall keep all data or information obtained by it which is not publicly available relating to Rêv Australia, the Products and the terms of this Agreement strictly confidential and shall not use such data or information for any purpose other than performing its obligations under this Agreement. The Retailer shall not use any data or information relating to the customers of Rêv Australia for any purpose whatsoever and shall not permit disclosure of such data or information to any third party. The Retailer shall ensure that all of its staff will comply with these obligations of confidentiality.

**18.2** Rêv Australia may use or disclose all sales information and data relating to the sale of Products.

**19. NOTICES**

**19.1** Any notices or other communications under this Agreement shall be in writing addressed to:

- a) The Retailer at either the postal address or the email address notified to Rêv Australia;
- b) Rêv Australia at the address specified on page 1 of this Agreement or such other address as notified by Rêv Australia to the Retailer in writing from time to time.

**19.2** Any notices or other communications delivered or sent in accordance with this clause shall be deemed to have been duly given:

- a) if delivered personally or by courier, on delivery; or
- b) if sent by recorded delivery post, on the third Business Day of posting it; or
- c) if sent by facsimile transmission, on the first Business Day after completion of its transmission; or
- d) if communicated by e-mail, on the first Business Day after the message is received by a computer under the control of the person to whom the notice or communication is being sent.

**20. RETAILER'S EMPLOYEES**

**20.1** The Retailer is liable for all acts and omissions of the Retailer's employees, contractors, and agents as if the same were acts and omissions of the Retailer.

**21. FORCE MAJEURE**

**21.1** Neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other party for any failure to perform, or for delay in the performance of its obligations under this Agreement due to causes beyond its control, including without limitation, failure of or interruptions of power or telecommunications services, failure or delay of bank payment systems, or postal services, failure of Rêv Australia's suppliers or service providers or subcontractors, acts of nature, governmental actions, fire, flood, natural disaster or labour disputes.

**22. GOVERNING LAW & JURISDICTION**

**22.1** This Agreement is governed by the laws applicable in the State of New South Wales and each party irrevocably and unconditionally submits to the jurisdiction of the courts in this state.

**23. RÊV AUSTRALIA RIGHTS**

**23.1**

- a) Rêv Australia may appoint an agent to perform some of its obligations under this Agreement (such as collection of payments from the Retailer).
- b) If Rêv Australia appoints an agent to perform any of its obligations under this Agreement then performance by such agent will be deemed performance by Rêv Australia.
- c) In addition Rêv Australia may assign to other parties certain rights and obligations under this Agreement.

**23.2** Reference to:

- a) The singular includes the plural and the plural includes the singular;
- b) A person includes a body corporate;
- c) A party includes the party's executors, administrators, successors and permitted assigns; and
- d) Money is to Australian dollars, unless otherwise stated.
- e) "Including" and similar expressions are not words of limitation.
- f) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- g) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

**23.3** If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

**23.4** Parties:

- a) If a party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.
- b) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- c) A party which is a trustee is bound both personally and in its capacity as a trustee.