

Afterpay Touch Group Retailer Registration, Direct Debit Authorisation and Terms

Please read the entire document to ensure you understand all of the terms.

1. Please complete pages A and B of this document IN FULL.
2. Please return this document (with the completed pages) by:

email: customer.service@touchcorp.com; **or**

post: Afterpay Touch Group Customer Service, Level 5, 406 Collins Street
Melbourne, VIC, 3000

**For assistance with completion of this document please contact the
Afterpay Touch Group Service Desk on 1800 286 824**

Note: If you need to change or add to your application after you have sent it, please re-send the **ENTIRE** application and clearly write the words “**RESENT**” on each page.

AFTERPAY TOUCH GROUP RETAILER REGISTRATION FORM

Please answer ALL questions and write clearly in CAPITAL LETTERS

EMAIL THIS FORM TO customer.service@touchcorp.com

By signing and returning this Registration Form you acknowledge having read and understood the terms and conditions of the Retailer Agreement between you and Touch Networks Pty Ltd in this document.

1. BUSINESS / TRADING NAME			
2. BUSINESS / TRADING ADDRESS (Including State & Postcode)			
	P.O BOX NOT ACCEPTED		
3. COMPANY / LEGAL ENTITY NAME			
4. COMPANY / LEGAL ENTITY ADDRESS (Including State & Postcode)			
5. TYPE OF BUSINESS			
	(Newsagent, Convenience Store, Supermarket, etc.)		
6. CONTACT PERSON			
7. CONTACT DETAILS Please provide all contact details			
	landline number	mobile number	email address
8. BILLING ADVICE Your Billing Advices will be sent to the email address you provide			
	CLEARLY write your email address to receive your Billing Advices		
IMPORTANT TERMINAL AND POS INFORMATION			
There are 4 ways of connecting to Touch, please select your preferred connection method by ticking one of the boxes below			
<input type="checkbox"/> Bank <input type="checkbox"/> BYOD <input type="checkbox"/> Integrated POS system <input type="checkbox"/> Touchpoint terminal			
9. NUMBER OF COMPUTER TERMINALS REQUIRING ACTIVATION			
10. SPECIFY YOUR POS VENDOR			
11. POS SYSTEM/SOFTWARE AND VERSION			

Touch Networks Pty Ltd
 ABN 51 091 258 650

DEBITAUTHORISATION & AGREEMENT

DIRECT DEBIT REQUEST Request and Authority to debit the account named below to pay Touch Networks Pty Ltd		
Request and Authority to Debit	Company Name	
	A.B.N	
	Request and authorize Touch Networks Pty Ltd (Debit User Identification Number 199295) to arrange, through its own financial institution, for any amount Touch Networks Pty Ltd is entitled to debit or charge you to be debited through the Bulk Electronic Clearing System from the Account held at the financial institution identified below and paid to the Debit User, subject to the terms and conditions of the attached Direct Debit Request - Service Agreement.	
Name & address of financial institution at which account is	Financial Institution	
Details of the account to be debited	Name of account	
	BSB	
	Account number	
Payment terms	Touch Networks Pty Ltd will direct debit the account (listed above) on a weekly basis.	
Acknowledgement	By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Touch Networks Pty Ltd as set out in this Request and in the attached Direct Debit Request - Service Agreement.	
Insert your details	Signature	
	Full name	
	Capacity for signing	Director / Proprietor / Owner ONLY
	Postal address	
	Email address for Billing Advice	
	Date	

TOUCH NETWORKS PTY LTD

ABN 51 091 258 650

DIRECT DEBIT REQUEST - SERVICE AGREEMENT

DEFINITIONS

- account** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
- agreement** means this Direct Debit Request Service Agreement between you and us.
- banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- debit day** means the day that payment by you to us is due.
- debit payment** means a particular transaction where a debit is made.
- direct debit request** means the Direct Debit Request between us and you.
- us or we** means Touch Networks Pty Ltd (the Debit User) you have authorised by signing a direct debit request.
- you** means the customer who signed the direct debit request.
- your financial institution** is the financial institution where you hold the account that you have authorised us to arrange to debit.

1. DEBITING YOUR ACCOUNT

- 1.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account if we have sent to the address or alternate address nominated by you in the direct debit request, a billing advice which specified the amount payable by you to us and when it is due.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. CHANGES BY US

We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen-(14) days' written notice.

3. CHANGES BY YOU

- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on 1800 286 824.
- 3.2 If you wish to stop or defer a debit payment you must notify us in writing at least fourteen (14) days before the next debit day. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us fourteen-(14) days notice in writing before the next debit day. This notice should be given to us in the first instance. You can also cancel your authority to us by notifying your financial institution.

4. YOUR OBLIGATIONS

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment:
- you may be charged a fee and/or interest by your financial institution;
 - you may also incur fees or charges imposed or incurred by us; and
 - you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 If Touch Networks Pty Ltd are liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay Touch Networks Pty Ltd on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. DISPUTE

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on Touch Networks Pty Ltd on 1800 286 824 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

6. ACCOUNTS

- 6.1 You should check:
- with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
 - your account details which you have provided to us are correct by checking them against a recent account statement; and
 - with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

7. CONFIDENTIALITY

- 7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you, do not make any unauthorized use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about you:
- to the extent specifically required by law; or
 - for the purpose of this agreement (including disclosing information in connection with any query or claim).

8. NOTICE

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Touch Networks Pty Ltd, Level 5, 406 Collins St Melbourne VIC 3000.
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.

This Retailer Agreement is between:

TOUCH NETWORKS PTY LTD (ABN 51 091 258 650), Level 5, 406 Collins Street, Melbourne, Victoria 3000 (**Touch Networks**), and the **YOU** (being the retailer who is identified on the Direct Debit Agreement lodged with Touch Networks).

1. Commencement & Duration

1.1 This Agreement will commence on the date on which You complete the Activation Process and continues for a minimum of one year (**Initial Term**). After the Initial Term, this Agreement will be automatically renewed for further one year terms unless either party elects not to renew this Agreement by giving notice to the other party at least 30 days prior to the expiry of the Initial Term or a yearly term. If a party does provide such notice in the time period, this Agreement will expire at the end of the Initial Year or the end of a yearly term (as applicable).

1.2 On and from the date that You complete the Activation Process:

- (a) Touch Networks will provide the Touch Services to You via the Approved Terminal(s) at the Approved Outlet(s); and
- (b) You agree to accept the terms set out in this Agreement and to be bound by those terms.

2. Service Fees and Coupons

2.1 From 1 February 2019, in consideration for receiving the Touch Services, You must pay a monthly service fee of \$30.00 (plus GST) to Touch Networks ("**Service Fee**"). The Service Fee will be waived for each month where You achieve \$1,500 (including GST) or more in Product sales. You are not required to pay any Service Fee before 1 February 2019.

2.2 If a Customer redeems a coupon set up by You, Touch Networks will be entitled to a per coupon commission fee of \$0.10 (plus GST) from 1 February 2019. Touch Networks will not charge You of any commission fee before 1 February 2019.

3. Distribution of the Products

3.1 On behalf of the applicable Provider, Touch Networks authorises You to sell the Products via the Approved Terminal and in accordance with this Agreement.

3.2 Where You provide Product(s) for sale via the Approved Terminal(s) at the Approved Outlet(s):

- (a) the applicable Provider Terms will apply in addition to these terms and conditions; and
- (b) to the extent of any inconsistency between these terms and conditions and the applicable Provider Terms in relation to the sale of Product(s), those Provider Terms will apply.

3.3 You must not process a sale of the Products unless the Products have been paid for in full by a Customer. You bear the risk of any loss arising by way of dishonoured payment.

3.4 Subject to clause 3.6, and to the extent permitted by law, Payments for Products are not refundable.

3.5 Where the relevant Provider provides a refund, Touch Networks will endeavour to process Your refund request, provided that You comply with the Refund Request Procedure within 72 hours of the relevant transaction except for Transurban Linkt products that must be refunded on the day that they are purchased.

3.6 You must contact the Touch Help Desk should the Touch enabled device advise that the daily refund limit has been exceeded.

3.7 The product supplier will validate all refund requests. In the event the supplier rejects a refund for any reason, the

amount of the refund request and a chargeback fee of \$22.50 (inclusive of GST) will be charged to Your statement in Your next billing cycle.

3.8 Touch Networks will provide Suppliers with Your contact details and sales data for Supplier products that have been sold by You.

3.9 You acknowledge that Suppliers may use the details provided by Touch Networks to contact You and promote point of sale marketing and product campaigns to assist sales growth.

4. Your Obligations

4.1 You 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 Your normal business hours.

4.2 You must not make any warranty, representation or statement with respect to any product or service of a Provider 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.

4.3 You 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 You must comply with all applicable laws and regulations in force from time to time.

4.5 You must notify Touch Networks immediately upon becoming aware of any proposed changes of Your contact details (address, phone number), changes to your Direct Debit Account or proposed changes to Your shareholding.

4.6 You must comply with any reasonable instructions issued by a Provider from time in accordance with the Provider terms.

5. Advertising, Marketing & Point-of-Sale

5.1 Touch Networks may use Your name and details of the Approved Outlets in any promotional material relating to the Products or the Touch Services.

5.2 If requested by Touch Networks, You will display point-of-sale material or use merchandising material delivered by a Provider and/or Touch Networks in accordance with an agreed marketing plan.

5.3 Subject to clause 5.2, You must not produce, distribute, display or change any point-of-sale material or use merchandising material without Touch Network's prior written consent.

5.4 Title to all point of sale or merchandising material remains with Touch Networks or the Provider (as the case may be).

6. Payment & Fees

6.1 You must make Payment to Touch Networks via direct debit for all Products sold by You. Products are deemed to be sold as soon as the electronic transaction for that Product is complete, which is conclusively determined by Touch Networks by reference to its records.

6.2 Touch Networks may directly debit Your 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, Touch Networks may directly debit from Your Direct Debit Account 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 Touch Networks' discretion, in full, reimbursing the Retailer Commission or Retailer Margin (as the case may be) and any GST within 14 days.

6.3 You acknowledge that a Provider, under the terms of its agreement with Touch Networks, may at any time alter the Retailer Commission or Retailer Margin. If that occurs, Touch Networks must use its reasonable endeavours to give You notice of the change as soon as reasonably practicable after it is advised of the change by the Provider. Whether actual notice of the change is given by Touch Networks or otherwise, You acknowledge that the Retailer Commission or Retailer Margin applicable for the sale of a Product, from the date of the change notified by the Provider, will be the Retailer Commission or Retailer Margin (as changed).

6.4 You must ensure that there are sufficient clear funds in the Direct Debit Account on every Payment Day.

6.5 You must not alter or close the Direct Debit Account during the term of this Agreement, without the prior written consent of Touch Networks.

6.6 If Touch Networks is unable to directly debit the Payment due to insufficient funds in Your Direct Debit Account or any other reason, Touch Networks may charge You (in addition to the Payment): (a) \$50 for the first instance and \$100 for each subsequent instance on which Touch Networks is unable to debit payment due to insufficient funds; or (b) interest on the overdue Payment at the rate of 4% over Westpac Banking Corporation'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 You, Touch Networks may, without limitation: (a) suspend or cancel all access to the Touch Services until all outstanding payments by You are made to Touch Networks; (b) commence proceedings for recovery of outstanding amounts due by You to Touch Networks; or (c) immediately terminate this Agreement.

7. Communications Costs

7.1 The communications costs incurred from the dial-up made from the Approved Terminal to the Host System when You are processing a sale of a Product will be borne by Touch Networks.

7.2 All communication costs not referred to in clause 7.1, including costs associated with You dialling in to the Host System in order to retrieve reports or reprint vouchers, will be charged to You in accordance with the charges specified in the Price List or as otherwise notified to You from time to time.

8. Operator Error or Malfunction of Approved Terminal

You must pay for Products which are sold due to operator error or malfunction of the Approved Terminal, unless You comply with the Refund Request Procedure and Touch Networks is satisfied that the error was beyond Your control.

9. GST

9.1 All amounts specified in this Agreement are exclusive of GST.

9.2 If GST is payable as a consequence of any supply made (or deemed to be made) by one party to the other in connection with this Agreement, the party receiving the supply must pay to the party making the supply an amount equal to the GST payable in respect of the supply ("GST Amount") in addition to the Fees or other due consideration (if any) required to be paid under any other provision of this Agreement.

9.3 Notwithstanding any other provision of this Agreement,

if either party is required to reimburse or indemnify the other party for any costs, expenses or other amounts, the amount to be reimbursed or indemnified must be reduced by any part which is recoverable as an input tax credit by the party which incurred it (or a representative member of that party's GST group).

9.4 Each party must ensure that each invoice it presents to the other party under this Agreement in respect of any GST Amount is a valid tax invoice. Notwithstanding any other provision of this Agreement, each party's obligation to pay an invoice presented under this Agreement is conditional upon the other party's compliance with this clause 4.3 in respect of that invoice.

9.5 Terms used in this clause 9 (including "supply", "consideration", "representative member", "tax invoice" and "GST group") have the same meaning as defined in the GST Law.

10. Intellectual Property & Logos

10.1 You must not:

(a) claim any right in or to the Logos or Provider Logos in any manner or to Touch Networks' Intellectual Property Rights which shall remain with Touch Networks, or make any use of Touch Networks' Intellectual Property Rights except as approved Touch Networks; (b) reduce the value of the goodwill attached to any Trade Marks; (c) incorporate part of the Trade Marks into Your trade mark; (d) use or display a Provider's Trade Mark with goods or services which are not associated with that Provider; (e) use Trade Marks in any way not specified in this Agreement or in written notices from Touch Networks' or a Provider.

11. Warranties & Liability

11.1 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 Touch Services or the performance of Touch Networks' obligations under this Agreement, are wholly excluded.

11.2 The liability of Touch Networks for breach of a term implied by law into this Agreement, is limited, at the option of Touch Networks, to the repair or replacement of the goods, the cost of repairing or replacing the goods, the resupply of the services or the payment of the cost of resupplying the services, as the case may be.

11.3 Except where to do so would contravene any law or make any part of this Agreement void or unenforceable, Touch Networks excludes any and all liability to You for any: (a) loss or damage suffered by You or any other person arising from inability to access the Touch Services 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 Touch Networks' control; and/or (b) special, indirect or consequential loss or damage (including loss of profits, commission or revenue) suffered or incurred by You in connection with this Agreement regardless of the cause of action under which the liability arises.

11.4 Touch Networks' liability for all claims no matter how arising, whether in contract, tort (including negligence), or otherwise, will not exceed \$3,000.

11.5 You warrant to Touch Networks that:

(a) you have the power to enter into, exercise its rights, perform and comply with its obligations under this

Agreement; (b) Your entry and exercise of rights under this Agreement do not and will not violate: a) any law to which it is subject; or b) being a company, its constituent documents; or

(c) any agreement to which You are a party.

11.6 You warrant and undertake to Touch Networks that the representations contained in this Agreement remains true for the duration of this Agreement and undertake to notify Touch Networks immediately of:

(a) any changes in the nature of Your 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 Touch Networks with all details of such matters as Touch Networks may reasonably require.

12. Suspension & Termination

12.1 Either party may terminate this Agreement immediately (or from such other date as it may nominate) by giving the other party written notice of termination if:

(i) the other party breaches any provision of this Agreement, and:

A. such breach is incapable of remedy; or

B. the other party has failed to remedy such breach within 14 days of the date of a written notice issued to it by the first party requiring rectification of the breach;

(ii) the other party engages in any fraudulent activity or conduct; or

(iii) Touch Networks ceases providing the Touch Services.

12.2 Touch Networks may discontinue or suspend Your access to the Touch Services and Your right to sell the Product, immediately upon:

(a) Touch Networks reasonably believe that You have breached any of the warranties in clause 11.5 on a repeated basis;

(b) the Direct Debit Agreement ceasing (for any reason) to be in force;

(c) You undergo a change of ownership or control; or

(d) You are the subject of an Insolvency Event.

12.3 Subject to the terms of this Agreement, if You wish to terminate this Agreement during the Initial Term for convenience, You must pay an early exit fee of \$30 (plus GST) on the remaining months of the Initial Term.

12.4 Outside of the Initial Term, You may terminate this Agreement by providing at least 3 months' prior written notice to Touch Networks, and Touch Networks may terminate this Agreement by providing at least 30 days' prior written notice to You.

13. Sales Limits

13.1 Touch Networks may, on behalf of a Provider, impose daily sales limits or specified operating hours for the sale of certain Products.

14. Availability & Cost of Service

14.1 You acknowledge and agree that Touch Networks or a Provider may from time to time change or vary the Products or the cost, discount or vary the commission applicable to a Product.

14.2 Touch Networks will make reasonable attempts to ensure all price variations and changes of available Products are communicated to You as soon as possible in accordance with clause 20.

14.3 You are deemed to have accepted the new charges for any new or changed Product that You use.

15. General

15.1 This Agreement in no way constitutes any relationship of employment or partnership between You and Touch Networks.

15.2 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.

15.3 If any clause of this Agreement is found to be invalid or unenforceable, the remainder will remain effective and enforceable to the fullest extent permitted by law and the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible, in order to enable the transactions contemplated in this Agreement to be fulfilled to the fullest extent possible.

16. Amendments

16.1 Touch Networks may amend this Agreement by giving You no less than 30 days' written notice prior to the effective date of the proposed change. You will be deemed to have accepted any change notified to You on the earlier of:

(i) Your written acceptance of the change; or

(ii) the effective date of the change.

17. Audit

17.1 Touch Networks and/or representatives of any Providers shall be entitled upon giving reasonable notice to You to have access to each Approved Outlet, the staff at each Approved Outlet and Your 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.

17.2 Touch Networks and/or the relevant Provider shall be entitled to inspect and copy all records kept by You relating to the Products.

18. Assignment

18.1 You may not transfer or assign any rights You may have under this Agreement without our prior written consent, not to be unreasonably withheld.

18.2 We may transfer or assign this Agreement, and any right under this Agreement, to a third party, and we will notify You in advance of such a transfer or assignment.

19. Confidentiality

19.1 You must keep all data or information obtained by it which is not publicly available relating to Touch Networks, the Touch Services, any Providers, 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. You must not use any data or information relating to the Customers of a Provider for any purpose whatsoever and shall not permit disclosure of such data or information to any third party. You must ensure that all of its staff will comply with these obligations of confidentiality.

19.2 Touch Networks may use or disclose all sales information and data relating to the sale of Products.

20. Notices

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

(a) You, at either the postal address or the email address notified to Touch Networks;

(b) Touch Networks, at the address specified on page 1 of this Agreement or such other address as notified by Touch Networks to You in writing from time to time.

20.2 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 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.

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 Touch Networks' suppliers or service providers or sub-contractors.

22. Governing Law & Jurisdiction

22.1 This Agreement is governed by the laws of Victoria.

23. Providers

23.1 Touch Networks enters into this Agreement in its own right and, where applicable, as an authorized agent or distributor of a Provider of one or more Products.

23.2 Touch Networks holds the benefit of any right under this Agreement in respect of a Provider for the benefit of the Provider, and may enforce such right on the Provider's behalf.

23.3 Touch Networks may receive payments (whatsoever for its own benefit including fees, commissions and expenses including based on sales made by You) from Providers arising from this Agreement and such payments are authorised accordingly and may be retained for the benefit of Touch Networks.

24. Definitions & Interpretation:

24.1 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 transaction by You using the Touch Services.

Ancillary Documents means all documents relating to the Touch Services issued by Touch Networks to You from time to time including the Direct Debit Agreement and the Price List;

Approved Outlet means the location(s) at which You are authorised to sell the Products as agreed between the parties and recorded on Touch Networks' register of data relating to You;

Approved Terminal means a terminal approved by Touch Networks which is programmed with the software which enables access to the Touch Services.

Business Day means any day other than a Saturday, Sunday or public holiday in Victoria;

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 Your bank account set up in accordance with and detailed in the Direct Debit Agreement;

Direct Debit Agreement means the agreement provided to

You together with this Agreement, allowing Touch Networks to debit the Payment from Your Direct Debit Account and includes the form that accompanies the Direct Debit Agreement;

GST means the goods and services tax as defined in the GST Law, or any other like tax imposed in Australia.

GST Amount has the meaning given in clause 9.2.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999*, *A New Tax System (Goods and Services Tax Administration) Act 1999*, *A New Tax System (Goods and Services Tax Transition) Act 1999*, *Taxation Administration Act 1953* and any regulations made pursuant to any of these Acts, or if any one of these Acts does not exist for any reason, any act imposing or relating to a GST and any regulation made pursuant to any such Act. **Host System** means the computer hardware system and associated software owned and/or operated by Touch Networks and situated at Touch Networks' head office or at any other location nominated by Touch Networks which is used by Touch Networks for processing the sale of Products through Approved Terminals;

Initial Term has the meaning given in clause 2.1.

Intellectual Property Rights means any intellectual property rights belonging to Touch Networks 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, knowhow and business names and any similar rights situated in any country;

Insolvency Event means an event where a receiver, administrator, liquidator, other controller or similar official is appointed over any of Your assets or undertaking, or where You suspend payment of Your debts generally or become insolvent, or where You enter into any arrangement, composition or compromise with, or assignment for the benefit of Your creditors or any class of them; or where You cease to carry on business;

Logos means any logos or marks or other intellectual property of Touch Networks 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 Monday, or such other day or days during the week advised by Touch Networks from time to time on 30 days notice, during the term. The "first Payment Day" refers to the first Monday after the day on which You complete the Activation Process. If there is a public or bank holiday on a Monday, the Payment Day for that week will be on the next Business Day;

Price List means the document provided by Touch Networks to You (as amended from time to time) which specifies the Products that You are authorised to sell and the Retailer Commission or Retailer Margin;

Product means a product or service specified in the Price List, as varied by Touch Networks and notified to You from time to time;

Provider means a provider of Product;

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 each

Provider (as amended from time to time) as sent to Your nominated email;

Refund Request Procedure means Touch Network's procedure relating to Your request for a Product refund (as amended from time to time);

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

Retailer Margin means the margin received by You on the sale of certain Products, where You purchase the Product from the Provider via Touch Networks, and then resells the Product to the Customer;

Term means the term of this Agreement; and

Touch Services means a service by which Touch Networks enables You to sell Products to the public through an electronic service delivery means.

You (or Your) means the retailer who is the party to this Agreement and identified on the Debit Authorisation & Agreement.

24.2 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.

24.3 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.

24.4 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.