

PAYMENT SERVICES AGREEMENT

Last updated: June 22, 2017

This agreement is between ProPay Australia Pty Ltd ("**ProPay**," "**we**," "**our**," "**us**") and the business entity or individual entering into this agreement ("**Merchant**", "**you**", "**your**"). This agreement governs your use of our payment processing services ("**Services**") and must be agreed to in order to use the Services.

1. THE SERVICES

1.1. THE SERVICES. The "**Services**" means those services offered by ProPay that allow you to accept payment from your customers via cards ("**Cards**") validly issued by banks and other financial institutions in connection with a card scheme operated by Visa Inc. or its related bodies corporate ("**Visa**") and MasterCard International Incorporated or its related bodies corporate ("**MasterCard**") (together the "**Card Brands**"), and other payment methods as approved by ProPay. You must use the Services only for the business purpose described by you in your application and not for personal, family, or household use. We grant you use of the Services according to the terms found in this agreement, but reserve the right to refuse to allow you to use the Services for any reason.

1.2. REQUIRED INFORMATION. In order to use the Services, we may require that you provide us with information relating to your identity, customers, transactions, financial statements and tax returns. You must provide us with accurate and complete information and keep the information up-to-date. We rely on this information for underwriting and to meet our obligations under certain laws and regulations. If the scope or nature of your business or the type of products or services you offer changes, you must notify us prior to the change. You are liable to us for all losses and expenses incurred by us arising out of your failure to report changes to us.

1.3. VERIFICATION. You authorize us, directly or through third parties, to make business and personal credit inquiries (including credit reports for your directors, officers, and principals), identity-verification inquiries, transaction-verification inquiries, and any other inquiries we consider necessary under this agreement. You authorize us to provide any information from our inquiries to our sponsor banks and/or the Card Brands as required by them. You also authorize any person or credit reporting agency to compile information to answer our inquiries and to furnish that information to us. ProPay may review your books and records pertaining to your use of the Services for the sole purpose of assessing compliance with this agreement. Any such review will be conducted during normal business hours at a place reasonably designated by you.

1.4. PROCESSING LIMITS; REQUIREMENT FOR TRI-PARTITE MERCHANT AGREEMENT. We will assign a maximum dollar amount per transaction and an aggregate monthly maximum dollar amount of transactions. Any changes to these limits will be at our sole discretion. Visa and MasterCard each require that a merchant that processes more than a specified annual dollar amount of transactions using their Cards enter into a tri-partite merchant agreement directly with a member bank.

1.5. DATA OWNERSHIP. You will own all information provided to you by your customers while using the Services, and you hereby grant us a perpetual, irrevocable, sub-licensable, assignable, worldwide, royalty-free license to use and display this data for: (a) our internal usage, including without limitation providing and improving the Services; (b) data analytics of data that is anonymous and aggregated with other customer data; (c) compliance with applicable legal requirements (d) assistance of law enforcement agencies; (e) sharing data about your use of the Services with your Provider Partner, including without limitation fees paid to ProPay; and (f) any other purpose for which you provide consent. You represent and warrant to us that all personal information collected by you from your customers has been collected in accordance with applicable laws and that disclosure of that information to us for our use in accordance with this agreement does not constitute a breach of applicable laws.

1.6. CONFIDENTIALITY. You must retain in strictest confidence all information and data belonging to or relating to our business ("**Confidential Information**"), and will safeguard such information and data by using the same degree of care, but no less than a reasonable amount of care, that you use to protect your own confidential information. Confidential Information excludes information that (a) is public knowledge at the

time ProPay discloses it to you; (b) is known to you through no breach of confidentiality obligations (whether such breach is by you or a third party); or (c) is independently developed by you. You will only use Confidential Information to the extent necessary to perform your duties under this agreement, and you will only disclose Confidential Information after notifying us and giving us reasonable time to object and respond to protect such Confidential Information. Notwithstanding the foregoing, if you are required to disclose Confidential Information by law or legal process without notifying ProPay of such request or disclosure, you will not be in breach of this section, provided that you only disclose such Confidential Information to the extent required by law or legal process.

2. COMPLIANCE WITH RULES AND LAWS

2.1. COMPLIANCE WITH RULES. You must comply with the Card Brand rules and operating regulations (collectively, "**Rules**"). Portions of the Rules may be viewed at <https://www.visa.com.au/> and <https://www.mastercard.com.au/en-au/about-mastercard/what-we-do/rules.html>.

2.2. DATA SECURITY. ProPay is a Payment Card Industry ("**PCI**") level 1 service provider and is qualified to handle information associated with a Card, such as account number, expiration date, and CVV2 ("**Cardholder data**") in connection with the Services. ProPay will comply with the PCI DSS and the Payment Application Data Security Standards to the extent ProPay possesses or otherwise stores, processes, or transmits Cardholder data on your behalf. To the extent that you store, process, or transmit Cardholder data, you must keep secure all systems and media containing that data (physical or electronic) and destroy in a manner that will render the data unreadable all such media that is no longer necessary or appropriate to store. If you store Cardholder account numbers, expiration dates, and other personal Cardholder data in a database, you must follow Card Brand guidelines on securing such data. You may not retain or store magnetic stripe or CVV2, CVC2, or CID data after authorization. You shall maintain industry "best practices" regarding continuity procedures and systems to ensure security of Cardholder account information in the event of a disruption, disaster, or failure of your respective data storage system and/or facility. You agree to display your consumer privacy policy on your website as well as your security method for transmission of Cardholder data.

2.3. COMPLIANCE WITH LAWS & POLICIES. You further agree to comply with applicable laws, rules, and regulations (collectively, "**Laws**"). You also agree to the terms of ProPay's privacy policy, high risk/acceptable use policy, and other policies as applicable found at <https://www.propay.com/legal-agreements/> ("**Policies**"). You will assist us if we are required to ascertain your compliance with any Rules, Laws, PCI DSS, or Policies. We may suspend your use of the Services to investigate activity we believe is suspicious or unusual. We will have no liability for any losses you may attribute to any suspension by us. We may reverse Card transactions we deem to violate this agreement, the Laws, Rules, PCI DSS, or Policies, and you agree to reimburse us for any such reversal. If any terms of this agreement conflict with the Rules, the Rules will govern.

2.4. THIRD PARTY SERVICE PROVIDERS. You may be using special services or software provided by a third party to assist you in processing transactions, including authorizations and settlements, or accounting functions. You must notify us if you use third party service providers that aren't integrated into ProPay. You must make sure that such third parties comply with the Rules (including the Payment Card Industry Data Security Standards ("**PCI DSS**") and Laws. If there is unauthorized access to Cardholder data in the possession of you or your agents, you must immediately notify us and cooperate with us regarding reasonable requests for information regarding the compromise.

2.5. PROHIBITED PRACTICES. You will not present for processing or credit any transaction not originated as a result of a transaction directly between you and a Cardholder or any transaction you know or should know to be fraudulent or not authorized by the Cardholder. You must not honor any Card that is expired or listed on a current Electronic Warning Bulletin file, regardless of whether authorization has been obtained. You will not use the Services to accept amounts representing the refinancing of an existing uncollectible obligation, debt, or dishonored check of a Cardholder. You will not accept any payments relating to previous charges for merchandise or services, and if you receive such payments you must promptly inform us. You will not provide information that is false, inaccurate, or misleading. You must not use the Service for high risk transactions or illegal activities, as per the Policies.

2.6. USE OF TRADEMARKS. The Card Brands are the sole and exclusive owners of their marks, and your use of their marks must comply with the Rules. We are the sole and exclusive owner of our marks and your use of our marks must comply with our policies and instructions. Your right to use our marks and the Card Brand marks will cease upon termination of this agreement and you agree not to contest the ownership of the marks for any reason.

3. ACCEPTING CARDS FROM YOUR CUSTOMERS

3.1. RECURRING BILLING. You must properly obtain and retain a Cardholder's consent for recurring billing. You must honor any Cardholder request for cancellation of recurring billing.

3.2. DISPUTES, INQUIRIES, AND CHARGEBACKS. You shall use reasonable methods to resolve disputes between you and a customer, and promptly comply with our requests for information. The Card Brands may reverse transactions based on customer disputes ("**chargebacks**"), and we will offset the value of such chargebacks from monies owed to you. You must not reenter or reprocess any Card transaction that has been charged back. If you disagree with a chargeback, you may request a chargeback reversal within the applicable Card Brand's timeline in its Rules. The existence of excessive chargebacks, as determined by ProPay in its sole discretion, will be a breach of this agreement and may result in action as we deem necessary, including, but not limited to, termination or suspension of processing privileges, or the creation of or use of a reserve. We may revoke or reverse any credit given to you where: (i) the Card transaction was not made in compliance with this agreement and the Laws, Rules, and Policies; (ii) the Cardholder disputes the transaction for any reason; (iii) the Card transaction was not directly between you and the Cardholder; or (iv) a deposit to your ProPay Account was made erroneously. If you are a distributor or independent sales agent for a company that has a contractual relationship with ProPay that resulted in your using the Services, you authorize us to report to that company any chargeback not reimbursed by you within 30 days.

3.3. REFUND CREDITS. To process a refund on any Card transaction processed using the Services, you must issue a credit memorandum instead of providing cash or any other form of repayment. Refunds must not exceed the amount of the original transaction submitted to ProPay. You will, within the time period specified by the Rules, provide us with a credit memorandum or credit statement for every return of goods or forgiveness of debt for transactions processed using the Services.

4. METHODS OF ACCESSING FUNDS

4.1. DISBURSEMENTS. "**Disbursements**" are funds due to you from the Services after subtracting fees, refunds, chargebacks, reversals, and any other funds due ProPay from your use of the Services. All Disbursements provided to you are provisional credits and subject to chargebacks and adjustments in accordance with fees owed under this agreement and in accordance with the Rules.

4.2. CARD ON FILE. You designated a card to be charged with an initial enrollment fee for the Services ("**Card on File**"). ProPay will store your Card on File as a back-up payment method for any purchases made or fees due under this agreement and you may update your Card on File in your ProPay profile.

4.3. BANK ACCOUNT. Your Bank Account is the bank account you identified in your ProPay profile to which you may transfer your Disbursements at your request, and is a back-up payment method for purchases or fees due ("**Bank Account**"). You may change the Bank Account in your profile with us, but no more than once every 90 days. When you request to withdraw funds from your ProPay Account into your Bank Account or another bank account, you are requesting a Direct Entry ("**Entry**") through the Bulk Electronic Clearing System. ProPay may reject any Entry ProPay believes does not comply with requirements outlined in this agreement. ProPay may also reject an Entry if funds are unavailable, the entry is invalid or subject to reversal, or if you are in default of this agreement. ProPay is not responsible or liable for any Entry not accepted by our sponsor banks. Upon written request, ProPay will attempt to cancel an Entry before transmitting it, but will not be liable if the cancellation fails. ProPay reserves the right to review large Entries before releasing the funds and to refuse any transfer of funds at our discretion.

5. FEES AND TAXES

5.1. AUTHORIZATION FOR PAYMENT OF PROPAY FEES. Fees for the Services are shown in the fee schedule found at <http://www.propay.com/aus/legal-agreements/fees/> unless otherwise evidenced by a separate,

written agreement executed between you and ProPay. Where possible, we deduct our fees from your Disbursements concurrently with the associated transaction activity, although in many cases such fees arise after the Disbursements have already been made, including without limitation cases of chargebacks, credits, fines imposed by Card Brands, insufficient fund fees and any other losses or damages. **Where you have insufficient Disbursements to cover any fees owed to ProPay, you authorize our sponsor banks and ProPay to immediately debit your Bank Account, your Card on File to recover any fees owed. This authorization must remain in place at all times during the Term of the agreement and until all your obligations to ProPay have been paid in full.** You agree not to dispute such debits unless you have a good faith dispute over the amount we claim you owe us. Neither ProPay nor our sponsor banks will incur any liability for any loss, costs, or fees you incur as a result of such debits by us. Failure to pay any fee owed may also result in suspension of the Services and/or termination this agreement. To renew this agreement or any of the Services after it has been terminated, a new application may be required and all fees, including an annual fee and/or a reactivation fee may apply.

5.2. ACCOUNT OPENING & RENEWAL FEES. If you select a month-to-month term and cancel the Services, you will not be refunded any monthly fee already paid. If you select a 12 month initial term for the Services and then cancel the Services within 30 days of the date you pay the annual fee, we will refund a portion of the annual fee to you. If you cancel the Services 30 days or more after the date you pay the annual fee, the annual fee will not be refunded. If you have not cancelled the Services and if the annual fee is not paid by midnight on the anniversary date of the date you first paid your annual fee, you will be charged a monthly fee (calculated by dividing the previous annual fee by six) until you take action to formally renew, upgrade, or cancel the Services.

5.3. GOODS AND SERVICES TAX. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of Goods and Services Tax imposed under the *A New Tax System (Goods and Services Tax) Act 1999*, and the *Goods and Services Tax Act 1985 (New Zealand)*, (**GST**). If GST is imposed on any Service made under or in accordance with this Agreement, you must pay to ProPay an additional amount equal to the GST payable on or for the Service, subject to you receiving a valid tax invoice in respect of the Service. Payment of the additional amount must be made at the same time and in the same way as payment for the Service is required to be made in accordance with this Agreement.

5.4. OTHER TAXES. Excluding taxes based on ProPay's income, you are responsible for determining any and all other taxes required to be collected for any reason relating to your use of the Services. ProPay specifically disclaims any liability arising in connection with any such taxes.

5.5. SPENDBACK TRANSFERS. If you are distributor for a company that uses ProPay's SpendBack service, then you consent to ProPay providing the balance in your ProPay Account to that company. If you complete a purchase of goods or services from the affiliated company using SpendBack, you consent to the transfer of funds from your ProPay Account to the affiliated company, as governed by the terms and conditions of the payment between you and the affiliated company.

6. MONITORING YOUR PROPAY ACCOUNT

6.1. YOUR DUTY TO MONITOR & NOTIFY. You must regularly inspect your ProPay Account transaction history. Immediately report to us any possible errors or unauthorised access to your account. If you do not timely notify us of a loss, you may lose your right to recover your funds. ProPay will not, and has no obligation to, confirm the validity of the recipient or the underlying transaction pursuant to which funds are transferred.

7. RESERVE ACCOUNT

7.1. If, at any time, we believe there is a high level of risk associated with your use of the Services, we may require the establishment of a reserve ("**Reserve**"). We may fund the Reserve in any of the following ways: pulling the funds directly from your Disbursements in the Merchant Pool Account; withholding an amount or percentage of your Disbursements; requiring a payment directly from you; and/or debiting your Bank Account, or Card on File. We will hold funds in Reserve for as long as we deem necessary to mitigate risks associated with your use of the Services. If we do so establish a Reserve, we will provide you with notice specifying the

terms of the Reserve, which terms we may change at any time on notice to you. You will remain liable for all obligations related to your use of the Services even after the release of any Reserve.

8. TERM & TERMINATION

8.1. **TERM AND RENEWAL.** This agreement will become effective when you agree to be bound by its terms ("**Effective Date**"). The initial term begins on the date you first process a transaction, including any test transaction, using the Services and will remain in effect for the length of the initial term selected by you at the time of sign-up unless otherwise evidenced by a separate, written agreement executed between you and ProPay. The agreement is renewable for successive terms of the same length as the initial term. You may terminate this agreement by providing notice of intent not to renew at least 30 days prior to the expiration of the then-current term.

8.2. **180 DAY MINIMUM FOR MONTH-TO-MONTH SIGN-UP.** ProPay enters into this agreement on the expectation that there will be at least 180 days of account activity. If you select the month-to-month term at sign-up and then elect to terminate within 180 days of the Effective Date, you agree to pay liquidated damages of \$20 at the time of termination to account for revenue lost. You acknowledge that this amount is a genuine pre-estimate of damages and not a penalty.

8.3. **TERMINATION FOR CAUSE.** (1) Either party may terminate this agreement immediately upon written notice if: (a) the other party commits a non-remediable material breach of this agreement, or if it fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach; or (b) if either party becomes insolvent, files or has filed against it a petition under applicable bankruptcy or insolvency laws which is not dismissed within 90 days, proposes any dissolution, composition or financial reorganization with creditors, makes an assignment for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of the defaulting party. (2) ProPay may immediately terminate this agreement upon written notice of termination if Client commits a material breach of the Rules, or ProPay has a reasonable belief that Client is employed in practices that involve elements of criminal activity, fraud or conduct that may be deemed to be potentially injurious to ProPay, ProPay's sponsor bank or the Card Brands.

8.4. **TERMINATION WITHOUT CAUSE.** Notwithstanding any other provision in this agreement, ProPay may terminate this agreement at any time, with or without cause, and without prior notice.

8.5. **ACTION UPON TERMINATION AND UNCLAIMED PROPERTY.** If you fail to utilize the Services for an extended period of time, any Disbursements in the Merchant Pool Account may be considered unclaimed or abandoned under applicable laws. In accordance with applicable law, unclaimed or abandoned Disbursements will be escheated, subject to a processing fee, and, where permitted, transferred to ProPay.

9. YOUR WARRANTIES, LIABILITY & INDEMNIFICATION

9.1. **YOUR REPRESENTATIONS AND WARRANTIES.** You represent and warrant that: (1) all information you submit to us relating to your anticipated and ongoing use of the Services is correct, complete, and fully describes the nature, type, and scope of your business, and that you will immediately update us of any changes to this information; (2) you are at least 18 years of age; (3) your entity is in good standing and qualified to conduct business in each jurisdiction where it operates; (4) you have read and will comply with all applicable Laws, Rules and Policies in the provision and sale of all goods and services that are the subject of each transaction; (5) you have the authority to execute and perform the terms and conditions of this agreement and that doing so will not violate any legal or contractual obligations with third parties; (6) there is no action, suit, or proceeding pending or to your knowledge threatened, which if decided adversely would impair your ability to carry on your business substantially as now conducted; (7) you have never been placed on the MasterCard MATCH system, the Combined Terminated Merchant File, or Visa Trace, and if so, you have disclosed this to us; and (8) all your transactions are bona fide for the purchase of goods or services and do not involve a Cardholder obtaining cash from you unless allowed by the Rules and agreed in writing with us.

9.2. **LIABILITY.** You are liable for any and all loss, cost, expense, claim, damage, and liability (including attorneys' fees and costs, and collections costs) paid or incurred by us, our sponsor banks, and the Card Brands and their respective employees, officers, directors, shareholders and agents, arising from, caused by, or

attributable to, any of the following acts or omissions by you or by your employees, agents or representatives: (1) breach of this agreement and/or the tri-partite agreement, as applicable; (2) errors, negligence, misconduct, fraud, or intentional tort (including without limitation those related to overpayment, chargebacks, and refunds); and (3) misuse of the Services.

9.3. INDEMNIFICATION. You agree to indemnify, defend, and hold us, our sponsor banks, and the Card Brands and their respective employees, officers, directors, shareholders and agents, harmless for and from any and all third party claims that may result in loss, cost, expense, claim, damage, and liability (including attorneys' fees and costs, and collections costs) paid or incurred by us and arising from, caused by, or attributable to the following acts or omissions by you or your employees, agents or representatives: (1) breach of this agreement and/or the tri-partite agreement, as applicable; (2) errors, negligence, misconduct, fraud, or intentional tort (including without limitation those related to overpayment, chargebacks, and refunds); and (3) misuse of the Services.

10. PROPAY'S LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

10.1. LIMITATION OF LIABILITY. Any liability we have to you under this agreement, whatever the basis of the liability, will not exceed in the aggregate the amount of fees paid by you to ProPay under this agreement during the first twelve months after the Effective Date, or \$50,000, whichever is less. In no event will we be liable for indirect, special, or consequential damages, including without limitation damages for loss of data, loss of profits, use of money, interruption in use or availability of data.

10.2. DISCLAIMER OF WARRANTIES. *The Services are provided "AS IS" and "AS AVAILABLE" Without warranty of any kind. We do not guarantee that the Services will be uninterrupted or error-free. Nothing contained in this agreement will constitute a warranty, whether express or implied. No information or advice given by ProPay or its representatives, whether oral or written, will create a warranty or in any way increase the scope of ProPay's obligations under this agreement. To the extent allowed by Law, we disclaim all implied warranties and conditions, express, implied, or statutory, including without limitation those of merchantability, fitness for a particular purpose, and non-infringement. Some states and territories do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. Moreover, nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law contained in Schedule 2 to the Competition and Consumer Act 2010 (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement including, if you use the Services in New Zealand for any purpose other than business purposes, the Consumer Guarantees Act 1993 (New Zealand). Each party acknowledges that it has not entered into this agreement in reliance upon any warranty or representation except those specifically stated in this agreement.*

11. SECURITY INTEREST & BANKRUPTCY

11.1. SECURITY INTEREST & RECOUPMENT. You grant to us a security interest in and lien upon: (1) all funds owing you under this agreement at any time, regardless of the source of such funds; (2) all funds at any time in Reserve, regardless of the source of such funds; (3) present and future transactions; (4) any amount which may be due to you under this agreement, including, without limitation all rights to receive any payments or credits under this agreement; and (e) upon our request, any other security to secure your obligations under this agreement (collectively, the "**Secured Assets**"). You agree to execute financing statements or other documents to evidence this security interest and consent to ProPay registering our security interest or giving any notification for the purposes of our security interest under the *Personal Property Securities Act 2009 (Cth)* or the *Personal Property Securities Act 1999 (New Zealand)* (each the "**PPSA**"). These security interests and liens will secure all of your obligations under this agreement and any other agreements now existing or later entered into between us and we will have all rights afforded under Law and in equity. You irrevocably and unconditionally waive your right to receive from ProPay any notice under the relevant PPSA (including any Verification Statement) unless required by the relevant PPSA and if the notice cannot be excluded. You represent and warrant that no other person or entity has a security interest in the Secured Assets and you agree to obtain from us written consent prior to granting a security interest of any kind in the Secured Assets to a third party. We have the right of recoupment and to offset any outstanding or uncollected amounts you

owe to us from your account and from any amounts we owe to you under this agreement or any other agreement.

11.2. **BANKRUPTCY.** You will provide us prompt notice in the event of any bankruptcy or insolvency proceedings. You agree that this is a contract of recoupment and as such, we are not required to file a motion for relief from a bankruptcy action automatic stay to realize on any of the Secured Assets. Nevertheless, you agree not to contest or object to any motion filed by us for relief from the automatic stay.

12. GOVERNING LAW, JURISDICTION, WAIVER OF JURY TRIAL

12.1. This agreement will be governed by and construed in accordance with the laws of Victoria, Australia. You agree that the exclusive jurisdiction and venue for any disputes hereunder shall be an appropriate court located in Victoria, Australia. You and we waive any right to trial by jury in any action concerning any rights or disputes under this agreement.

13. MISCELLANEOUS

13.1. **RELATIONSHIP OF THE PARTIES.** You authorise us with respect to the Services to act as your agent for the limited purposes of holding, receiving, and disbursing funds on your behalf. Your authorization permits ProPay to generate an electronic funds transfer to process each payment transaction. This authorization will continue until this agreement is terminated. You agree that ProPay's receipt of transaction proceeds satisfies your customers' obligations to you. With the exception of the limited agency relationship referenced above, you and ProPay will be deemed independent contractors and will not be considered agents, joint ventures, or partners of the other. You are not authorized to bind ProPay in any way or to make any warranty or representation on behalf of ProPay or ProPay's sponsor banks.

13.2. **FORCE MAJEURE.** No party will be liable to the other party for any failure or delay in its performance of this agreement if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.

13.3. **SEVERABILITY AND WAIVER.** If any provision of this agreement is held invalid, illegal, void, or unenforceable by reason of any judicial decision, all other provisions of this agreement shall nevertheless remain in full force and effect. No course of dealing, delay, or failure to enforce any provision or exercise any right under this agreement by us shall be construed as a waiver or estoppel of such provision or right, nor shall it amend this agreement or affect the validity of this agreement or curtail our ability to enforce such provision or exercise such right in the future. All waivers must be in writing and signed by us.

13.4. **SURVIVAL.** Any termination of this agreement does not relieve you of any obligations to pay fees, fines, penalties, chargebacks, or any other amounts owed by you as provided under this agreement, whether accrued prior to or after the date of termination. All provisions of this agreement which, by their nature, are intended to survive, will survive the termination of this agreement.

13.5. **RIGHTS AND REMEDIES CUMULATIVE.** The rights conferred upon us in this agreement are not intended to be exclusive of each other or of any other rights and remedies we have under this agreement, at law, or in equity. Rather, each right we have at law or in equity will be cumulative and concurrent and in addition to every other right.

13.6. **ENTIRE AGREEMENT.** This agreement, including Policies, the completed application, the Rules, Laws, and any amendment or supplement to this agreement or other referenced agreements, all of which are incorporated into this agreement, constitutes the entire agreement between the parties, and all prior or other agreements or representations, written or oral, are superseded by this agreement.

13.7. **CONSTRUCTION.** The headings used in this agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

13.8. **ASSIGNABILITY.** This agreement may be assigned by us without your consent, but may not be assigned by you (by operation of law or merger) without our prior written consent.

13.9. AMENDMENTS. You are bound by this agreement as it may be amended or revised at the time such revisions are communicated to you. It is your sole responsibility to review and maintain familiarity with this agreement. If you do not agree to an amendment and do not wish to be bound its terms, then within 30 days of the effective date of the amendment you must provide written notice to us (including by submitting to ProPay customer service at <http://www.propay.com/propay-company/contact-propay/>) that you do not agree to the terms. Upon such timely notice from you, the amendment will not apply to you and your ProPay Account will be terminated and closed without your being liable for liquidated damages if applicable. Your failure to terminate this agreement shall be deemed to be your acceptance of and agreement to any such amendment.

13.10. CONSENT TO DO BUSINESS ELECTRONICALLY, ELECTRONIC SIGNATURE, COMMUNICATION, AND NOTICES. You consent to do business electronically, which means you agree that all ProPay agreements and Policies, including amendments and documents referenced therein, as well as any notices, instructions, or any other communications regarding transactions and your agreements with ProPay (all of which are referred to as the "**Communications**") may be presented, delivered, stored, retrieved, and transmitted electronically. You must keep us informed of any change in your electronic or mailing address or other contact information by contacting ProPay at <http://www.propay.com/propay-support/>. Your electronic signature, including, without limitation clicking "Agree and Continue" or an action of similar meaning or significance, will be the legal equivalent of your manual signature. You may withdraw your consent to doing business under the ProPay agreements and Policies electronically at any time by contacting customerservice@propay.com and withdrawing your consent. If you do so, this agreement will be terminated. However, any Communications or transactions between us before your withdrawal of such consent, will be valid and binding. Any written notice under this agreement will be deemed given and delivered upon the earlier of: (1) actual receipt, (2) five days after being deposited in the mail, and addressed, if to us, to: ProPay Australia, The Rialto Level 30, 525 Collins Street, Melbourne, VIC 3000 Australia; and if to you: to the last address shown on our records, (3) one business day after being sent by email or other electronic communication if to you at the last email address provided by you to us and if to ProPay at <http://www.propay.com/propay-company/contact-propay/>, or (4) the date of publication of the update and/or change to our website. ProPay's business days are Monday through Friday, excluding United States federal holidays.