GLIDER

LEGAL · SOLUTION TERMS

PayTo Terms

Schedule 3 – Solution Terms

Including **Annexure A** – PayTo Solution Terms
and **Attachment A** – PayTo User Terms and Conditions

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PayTo Terms of Use

These PayTo Terms of Use form Schedule 3 (Solution Terms) of your agreement with Glider and include Annexure A (PayTo Solution Terms) and Attachment A (PayTo User Terms and Conditions). They must be read together with the Standard Terms (which contain the Agreed Terms and Schedule 2 – Platform Terms) and your Key Details and Schedule 1, which set out the products and fees that apply to you and are provided separately.

1. Definitions

1.1 Terms have the meaning given to them in the agreement, in the Platform Terms, throughout these Solution Terms, in the PayTo Solution Terms and/or as follows.

Affiliates means an entity or person that directly or indirectly, through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, a party.

AP+ means Australian Payments Plus Ltd, its related bodies corporate (including NPP Australia Limited) and any successor to their functions.

Attestation has the meaning given in clause 10.14.

Business Day means a day that is not a Saturday, Sunday or public holiday in Sydney, New South Wales or in the capital city of the state or territory in which the Client is located.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Claim Notice means a notice from Glider to the Client of a PayTo Claim.

Client Controls has the meaning given in clause 10.5.

Control has the meaning set out in section 50AA of the Corporations Act 2001 (Cth).

Directed Controls means any controls, processes or other measures in connection with the PayTo Solution that Glider directs the Client to implement under clause 10.6, including any control specified by, or needed to give effect to a direction of, an Other Institution or AP+.

Financial Crime Regulations means any Applicable Law or regulatory requirement pertaining to money laundering, terrorism financing, bribery, corruption, tax evasion, fraud, the trafficking of arms, drugs, humans or wildlife, slavery, proliferation of weapons of mass destruction, or evasion of Sanctions. A reference to a contravention of Financial Crime Regulations includes:

(a) the AML/CTF Act, any rules made under section 229 of the AML/CTF Act and any procedures mandated by the Australian Transaction Reports and Analysis Centre (AUSTRAC);

(b) the Criminal Code Act 1995 (Cth);

(c) the Autonomous Sanctions Act 2011 (Cth), the Autonomous Sanctions Regulations 2011 (Cth) and related instruments; and

(d) any acts or attempts to circumvent or violate any Applicable Laws relating to Financial Crime Regulations.

Glider Account has the meaning given to that term in the Platform Terms.

High Risk Merchant or **HRM** means a Client categorised by Glider, an Other Institution or AP+ as high risk for the purposes of the PayTo Liability Framework (whether because of its PayTo Use Case or otherwise). **Non-HRM** means a Client that is not an HRM.

High Risk Person means:

(a) a Proscribed Person;

(b) an official or employee of any government or public international organisation or any family member of such official or employee;

(c) an official or employee of any department, agency or instrumentality of said government or organisation including any government owned or government-controlled commercial enterprise, or any family member of such official or employee;

(d) an officer or employee of the Client, purchaser of goods or services or other commercial party doing business with the Client, the Client's Affiliates, or any family member of such officer or employee;

(e) a candidate for political office or family member of the same;

(f) a political party or party official or family member of the same;

(g) any person acting in an official capacity for or on behalf of any such government, department, agency, instrumentality, political party, or commercial party doing business with the Client or the Client's Affiliate; or

(h) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the persons described in (b) through (g).

Indemnified Party means each of Glider, its Affiliates and their Representatives.

KYC means the know-your-customer procedures for identifying and verifying the identity of persons in accordance with, or otherwise to enable compliance with, Financial Crime Regulations.

Mandate Data means the initiating party name, legal name, purpose code and merchant category code presented on a Mandate or Authorised Payment Mandate, and any other information notified by Glider.

Material Adverse Event means an event that has material adverse effect on:

(a) the ability of a party to comply with its obligations under this agreement;

(b) Glider's assessment of the Client's risk profile for the purposes of complying with Financial Crime Regulation and Trade Control Laws;

(c) the reputation, operations, cashflows or prospects of a party; or

(d) the validity or enforceability of this agreement.

PayTo Claim means any claim, dispute, investigation or request raised by a Customer, a Customer's financial institution, an Other Institution, AP+ or a Regulatory Authority under or in connection with the PayTo Liability Framework.

PayTo Liability Framework means any Applicable Law, Industry Code, or binding policy, framework or standard issued by AP+ or any successor Regulatory Authority, in force from time to time (as amended, supplemented or replaced), which governs or attributes liability for fraud and scams in connection with PayTo.

PayTo Solution means the solution described in the PayTo Solution Terms.

PayTo Solution Terms means the terms attached as Annexure A to this Schedule 3 – Solution Terms.

PayTo Use Case has the meaning given in clause 10.2.

Other Institution means an entity with which Glider has a relationship in connection with the Solutions. This may include banks, ADIs, product issuers, other financial intermediaries, payments infrastructure/rails and Glider Affiliates.

Prohibited Activity means any:

(a) use of the Solutions, whether for accepting or making payments or otherwise, in connection with businesses, business activities or business practices that are prohibited by Glider, BECS, NPPA, an Other Institution or financial institutions directly or indirectly involved in any Transaction;

(b) illegal or unlawful activity, or potentially illegal or unlawful activity, on the part of, or involving, the Client or any Customer;

(c) Transaction that does not comply with Financial Crime Regulations or Trade Control Laws;

Proscribed Persons means a person who appears to Glider to:

(a) be in contravention of Financial Crime Regulations;

(b) subject to Sanctions, or appear in a list of persons with whom dealings are proscribed by the United Nations or the government or Regulatory Authority of any jurisdiction; or

(c) act on behalf, or for the benefit of, any person described in (a) or (b).

Representatives means an employee, officer, contractor or agent.

Sanctions means any economic sanctions, laws, regulations, embargoes or restrictive measures imposed under Australian law, by the United Nations Security Council or other Applicable Law.

Trade Control Laws means:

(a) Sanctions;

(b) export control, or import laws; and

(c) any other relevant laws, regulations, orders, directives, designations, licences, or decisions relating to the trade of goods, technology, software and services which are imposed, administered or enforced by Australia or other Applicable Law.

Transactions means the initiation or processing of a credit or debit payment to an account, financial institution, bank account or digital wallet.

Transaction Dispute means:

(a) a claim by any person that a Transaction is invalid, fraudulent or otherwise unlawful; or

(b) any other dispute in relation to a Transaction, including the Client's failure to provide any relevant goods or services to a Customer.

Unauthorised Activity means:

(a) an act, omission or conduct which involves negligence, fraud, wilful misconduct, default, breach of statutory duty, breach of Applicable Laws, or unconscionable conduct engaged in by the Client or a person on the Client's behalf (including the Client's Representatives) in utilising or otherwise in connection with the Solutions;

(b) any event, bug or other software or security issue arising out of the Client Systems, code, development or security processes, which potentially or actually may result in any cause of action, costs, damage, loss or liability affecting or for which Glider may otherwise potentially or actually incur liability, or any Transactions or refunds (as applicable) being initiated or duplicated in the absence of the Client's express permission, authority or instruction;

(c) any Prohibited Activity;

(d) any failure to maintain adequate security of the Glider Account, including any failure to securely store and protect any API key made available to you by Glider; and

(e) any activity which is not authorised by the Client, not otherwise permitted or not in compliance with the Client's instruction or direction.

2. Provision of Solution

2.1 The PayTo Solution is provided for the duration of the Term, commencing from the latest of:

(a) the Start Date;

(b) the completion of all relevant KYC procedures and checks by the Client to Glider's satisfaction; and

(c) Glider categorising the Client as Non-HRM or HRM under clause 10.4 and, where the Client is an HRM, Glider notifying the Client in writing that any required approval of an Other Institution or AP+ has been obtained and the Client complying with any conditions of that approval,

except as otherwise agreed by the Parties in writing and subject to this agreement.

2.2 The Client agrees that Glider is not obliged to execute any Transaction or provide the PayTo Solution to the Client under this agreement that Glider considers would breach any Applicable Law or Industry Code in any jurisdiction.

2.3 In respect of any obligations set out throughout these Solution Terms and/or the PayTo Solution Terms, Glider will use reasonable endeavours to facilitate fulfilling such obligations.

2.4 In respect of any obligations of the Client in respect of its use of the PayTo Solution throughout these Solution Terms and/or the PayTo Solution Terms, Glider will use reasonable endeavours to facilitate the Client's ability to fulfil such obligations, however, ultimately the responsibility to fulfil the obligations sits with the Client.

3. Access and use

Account

3.1 Access to the PayTo Solution is via the Client's Glider Account.

Access and responsibilities

3.2 In order to utilise the PayTo Solution and effect Transactions, the Client is permitted to use the Platform and its Glider Account in accordance with this agreement.

3.3 The Client agrees that the Client is responsible for:

(a) administering and managing its access to the PayTo Solution, including the PayTo Button;

(b) all instructions and Transactions in connection with the PayTo Solution; and

(c) all other activities that occur in connection with its credentials and access mechanisms.

3.4 The Client may not:

(a) rent, lease, assign, sublicense or otherwise transfer any rights in the PayTo Solution to any other person; or

(b) alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from or included in the PayTo Solution.

3.5 When using the PayTo Solution, the Client must comply with Applicable Law and any Industry Codes or policies adopted by Glider and notified to the Client in writing.

Limits and other risk mitigation measures

3.6 Glider may from time to time, by written notice to the Client, implement:

(a) limitations to the PayTo Solution, including limits on the value of any Transaction or Authorised Payment Mandate and on the number of Transactions permitted in any period;

(b) conditions on the provision of the PayTo Solution; and

(c) other measures that it determines are reasonably necessary,

to reduce any material legal, regulatory, financial, operational or reputational risk that may impact Glider, or where required or directed by an Other Institution, AP+ or a Regulatory Authority (including under the PayTo Liability Framework). Any limitation, condition or measure takes effect on the date specified in the notice or, if no date is specified, immediately.

3.7 As a result of the actions set out above, the Client understands and acknowledges that the PayTo Solution and certain or all Transactions may not be available at certain times. The Client agrees it will not knowingly take any actions that cause Glider to violate any limits or restrictions imposed by Glider.

3.8 The Client acknowledges that the limits, controls or measures described under this clause are for Glider's own benefits and that the Client must not rely on them for its own compliance with this agreement or Applicable Law.

4. Transaction arrangements

Transactions generally

4.1 The PayTo Solution facilitates Transactions.

4.2 Transactions must be effected in accordance with this clause as well as the PayTo Solution Terms.

4.3 The Client must not use the PayTo Solution to initiate Transactions which are in excess of any amounts specified by Glider from time to time. Glider may refuse to process any Transaction which does not comply with these requirements.

4.4 The Client must:

(a) comply with all Financial Crime Regulations and Trade Control Laws in relation to Transactions the Client initiates;

(b) promptly notify Glider if the Client becomes aware of any potential or actual unlawful or illegal activity by it in respect of Transactions or use of the PayTo Solution;

(c) follow any reasonable instructions from Glider if there is any potential or actual unlawful or illegal activity by the Client.

Refunds

4.5 The Client acknowledges and agrees that:

(a) it is the Client's obligation to determine the circumstances in which a refund is required in relation to any Transaction; and

(b) the refund is not able to be actioned via the PayTo Solution and/or Platform.

Transaction disclosures

4.6 The Client agrees that:

(a) all or part of the Client's business/trading name may be included in any Transaction description; and

(b) the establishment, acquirement and identification of any NPP facility may be done so by a name/code which includes all or part of the Client's business/trading name, in each case, for the purpose of providing the PayTo Solution, complying with its obligations under this agreement, reducing the likelihood of Relevant Transaction Scenarios or otherwise to enable Glider to comply with Applicable Law.

Mandate Data

4.6A The Client warrants that all information it gives Glider for use in Mandate Data is true, accurate, complete and not misleading and correctly identifies the Client and its business. The Client must notify Glider in writing within 1 Business Day after becoming aware of any actual or suspected inaccuracy in Mandate Data, and must promptly correct it as directed by Glider. The Client must only use each Mandate and Authorised Payment Mandate for the goods or services described in its Mandate Data.

Transaction Disputes

4.7 The following provisions apply if a Transaction Dispute occurs, subject to Applicable Law and Industry Codes.

(a) **Client responsibility.** The Client acknowledges and agrees that it is the Client's responsibility to deal with Transaction Disputes. Unless otherwise agreed, the Client will use best endeavours to respond to any Transaction Dispute within 24 hours of first becoming aware of the Transaction Dispute. Notwithstanding the foregoing, the Client must promptly comply with any directions provided by Glider in respect of a Transaction Dispute, including complying with processes and procedures, where such directions are required in order for Glider to comply with Applicable Law and Industry Codes.

(b) **Requests from third parties.** If Glider receives a request from any third party in connection with a Transaction Dispute (for example, to explain a Transaction), Glider will refer that third party to the Client, and the Client will attend to it as necessary. This is subject to any rights Glider has in this agreement or Applicable Law to supply information and documents, or take any action, directly.

(c) **Supply of information and documents by Glider.** If Glider receives a Transaction Dispute in relation to an Authorised Payment Mandate (as applicable), Glider may, in the first instance, supply to the relevant financial institution all information and documents as permitted and requested to be supplied according to the applicable rules.

(d) **Supply of information and documents by the Client.** Glider may request, and the Client agrees that the Client will supply to Glider or to a person specified by Glider, any relevant information and documents reasonably required in connection with a Transaction Dispute or a dishonour. The Client must provide such information and documents promptly, and unless otherwise agreed by Glider or if a shorter time is required by Applicable Law or Industry Codes, no later than 24 hours from request by Glider. If a shorter time is required by Applicable Law or Industry Codes, then Client will provide the required information and documents within that time frame.

(e) **Resolution of Transaction Disputes.** A Transaction Dispute which is accepted by the Client or determined by the relevant financial institution or Regulatory Authority will be considered conclusively resolved. In such a case:

  (i) the Client will notify Glider immediately of that resolution;

  (ii) the Client must ensure that sufficient funds are available to make any applicable payment;

  (iii) if such funds are made available by the Client, the payment will be processed within 14 calendar days, unless otherwise specified; and

  (iv) if Glider processes the payment even though funds have not been made available by the Client, the Client must pay Glider on demand for such amounts and any related Loss.

(f) **Framework determinations.** The Client must cooperate with Glider, any Other Institution, AP+ and any Regulatory Authority in respect of any investigation, dispute or determination of liability arising in connection with the PayTo Liability Framework, including by providing records and information within the timeframes in clause 10.11.

4.8 The Parties' obligations with respect to Transaction Disputes under Applicable Law and Industry Codes may continue notwithstanding the expiration or termination of this Agreement.

Thresholds for Transaction Disputes

4.9 The Client must take all reasonable steps to ensure that Transaction Disputes do not exceed any of:

(a) 0.5% of the total monetary value of Transactions in any calendar month;

(b) 0.5% of the total number of Transactions in any calendar month; or

(c) such other threshold as notified by Glider from time to time,

(each, a **Relevant Threshold**).

4.10 Where Transaction Disputes exceed any Relevant Threshold, Glider will notify the Client and the Client must reduce the number of Transaction Disputes within a 30-calendar day period. Failure by the Client to reduce the number of Transaction Disputes following a notification is grounds for suspension of the PayTo Solution and is also a material breach of this agreement.

4.11 The Client must comply with any timeframes and other processes notified by Glider from time to time in relation to responding to Transaction Disputes.

5. PayTo Solution warranties

5.1 In addition to any other representations and warranties set out in this agreement, the Client represents and warrants to Glider that:

(a) the Client has accessed and understood the PayTo Solution Terms;

(b) all information provided to Glider in connection with KYC procedures and otherwise in connection with this agreement is accurate, complete and not misleading and Glider is entitled to rely on all such information without independent verification;

(c) the Client has undertaken all necessary reviews and obtained necessary advice (including legal and tax advice) to make an informed decision about whether to enter into this agreement, including consideration of the appropriateness of the PayTo Solution and Client Systems for its circumstances;

(d) it complies with and has in place all necessary policies, procedures and other controls to enable it to comply with all Applicable Laws and this agreement;

(e) the Client has all necessary governmental and regulatory licences, registrations, consents and approvals required by law to perform:

  (i) its obligations under this agreement; and

  (ii) provide products and services to Customers, and

  (iii) such governmental and regulatory licences, registrations, consents and approvals are in full force and effect;

(f) to the best of the Client's knowledge and belief, having conducted reasonable diligence:

  (i) neither the Client, nor any of its Affiliates, Representatives or Customers are Proscribed Persons, owned or controlled by Proscribed Persons, or organised under the laws of or located or ordinarily resident in, a country or territory the subject of Sanctions; and

(ii) no High Risk Person:

(A) holds any financial interest in the Client;

(B) has any remunerated connection with the Client; or

(C) owes duties to, or is owed duties, by the Client,

except for any ownership interest in respect of shares listed on a recognised stock exchange;

(g) all information provided to Glider before, during and after onboarding for the purpose of assessing and categorising the Client's PayTo Use Case is true, accurate, complete and not misleading; and

(h) the Client Controls are, and will remain, effective in preventing and detecting fraud and scams in connection with the PayTo Solution.

5.2 The representations and warranties under this clause 5 and made elsewhere in this agreement are continuous, and made from the Start Date, and each day for the Term.

6. Responsibilities

The Client's responsibilities

6.1 The Client undertakes the following.

(a) **Information & assistance** – to provide to or procure for Glider all information, documents and assistance relevant to the Client as is reasonably necessary for Glider to provide the PayTo Solution to comply with Applicable Laws, Financial Crime Regulations and Industry Codes, including any information, documents or material Glider reasonably requests. The Client will not omit or withhold any material information.

(b) **Updates to information** – to notify Glider promptly if it becomes aware that any information or materials provided to Glider are no longer accurate or complete, in circumstances that the Client believes may have a material effect on the PayTo Solution to be provided to it.

(c) **Unauthorised Activity** – Subject to Applicable Law, to notify Glider immediately if it knows or has reasonable grounds to suspect that the Client has acted unlawfully or any other Unauthorised Activity has occurred.

(d) **Implementation** – to take reasonable steps to implement the PayTo Solution as soon as practicable following the Start Date. This includes ensuring all Client Systems are able to receive and interact with the PayTo Solution as necessary and that all necessary compliance policies and procedures are in place, in each case at the Client's expense. To the extent that implementation and continued provision of the PayTo Solution is dependent on the Client procuring third party systems or the services or third party contractors, the Client undertakes to promptly procure and make available such third party systems or third party contractors, and ensure that third party contractors reasonably cooperate with Glider, in all cases in a manner that is sufficient to enable Glider to provide the PayTo Solution.

(e) **Lawful access and use** – to access and use the PayTo Solution solely for lawful purposes, and not use them for, or undertake Transaction, or otherwise accept or make payments in

connection with, any Unauthorised Activity. The Client also agrees to do all things necessary to monitor and take action to decrease the likelihood of unlawful and Unauthorised Activity by the Client, Authorised Persons and Customers. Without limiting the generality of these requirements, the Client undertakes:

(i) not to directly or indirectly pay, offer, give, promise to pay or give or authorise the payment or gift of any portion of a Transaction or any other financial advantage or other thing of value to any High Risk Person in a manner that contravenes Applicable Law;

(ii) not to use the PayTo Solution to initiate or process any Transaction involving, or have any other dealing with, any Proscribed Person or in breach of any Sanctions;

(iii) not to offer any goods or services in contravention of any Financial Crime Regulations or Trade Control Laws; and

(iv) to comply with all applicable anti-slavery and anti-human trafficking laws in relation to any goods or services, the initiation of any Transaction, and otherwise in connection with this agreement.

(f) **Reasonable instructions from Glider** – to access and use, and procure Authorised Persons to access and use, the PayTo Solution strictly in accordance with Glider's reasonable instructions, directions, guidance and manuals provided by Glider, including other requirements or protocols in respect of the PayTo Solution as notified by Glider in writing.

(g) **Responses to enquiries** – to answer, in reasonable detail and with supporting evidence, any reasonable enquiry from Glider related to the Client's compliance with this agreement and, if Glider requests, promptly (which must not exceed 10 Business Days):

(i) provide copies of any policies, procedures, or other documents related to the Client's compliance with this agreement and Applicable Law; and

(ii) execute and deliver to Glider, on request, a certificate of compliance in a form proposed by Glider, that confirms its continued compliance with this agreement and Applicable Law.

Glider is only permitted to make such a request once per year of the Term, unless such evidence is required under an Applicable Law, an Industry Code or the PayTo Liability Framework, or is requested by an Other Institution or a Regulatory Authority. This clause 6.1(g) does not limit clause 10.

(h) **Notifications** – to promptly notify Glider in writing of:

(i) a Material Adverse Event;

(ii) any actual breach of this agreement;

(iii) the occurrence of any fact or event that would render any undertaking, representation or warranty in this agreement or any matter disclosed by the Client, including in response to any KYC process, incorrect, incomplete or misleading;

(iv) any Unauthorised Activity, use, copying, alteration, transfer, or other breach of security (electronic or physical) in respect of the PayTo Solution; and

(v) any investigation by a Regulatory Authority, audit, suit, or proceeding (whether civil, criminal or administrative) regarding the Client, the Client's Affiliates', Customers' violation of, or failure to comply with, any Financial Crime Regulations.

Record keeping

6.2 The Client agrees to keep and enable access to records of each Transaction for seven years from the Transaction date (or such longer period as required by Applicable Law) to enable Glider to exercise its rights under clause 6.1(a) and for any applicable Regulatory Authorities to carry out any relevant inspection or review of Glider's operations as they relate to this agreement. The Client must also keep the records required by clause 10.10 for the period set out in that clause.

6.3 Glider agrees to keep Transaction records and any other documents, information required to do so under Applicable Law, Financial Crime Regulation and Industry Codes.

6.4 The Client and Customer Transaction history will be made available to the Client through the Glider Account and Glider API, but only during the Term of this Agreement. The Client is solely responsible for reconciliation of Transaction history with the Client's respective books. However, should the Client find any discrepancy during reconciliation, the Client must notify Glider, so it can promptly investigate and attempt to resolve any reported discrepancies.

7. Suspension and maintenance

Suspension or restriction of Solutions

7.1 The PayTo Solution (or any part of it) may be suspended or restricted (including the Client's account and the processing or remitting of any payments to the Client) solely in accordance with this clause 7.

7.2 Such suspension and/or restriction will only occur in circumstances where suspension is necessary to address the integrity of the PayTo Solution, the broader payments infrastructure or otherwise to ensure it complies with Applicable Law, Financial Crime Regulation, or Industry Codes, or where:

(a) the Client is in breach of this agreement;

(b) the Client is not in compliance with Applicable Law or Industry Code;

(c) Unauthorised Activity has taken place;

(d) it is required by law, or is otherwise requested by a Regulatory Authority;

(e) it is unable to access or participate in any payment system for whatever reason;

(f) an Other Institution suspends any functions provided in connection with the PayTo Solution, conducts unexpected maintenance in respect of any relevant functions, or ceases its relationship with Glider;

(g) the Client fails to provide requested information or documentation as required under this agreement, and the information is required to provide the PayTo Solution, comply with Applicable Law or Industry Codes;

(h) Glider determines in its sole and absolute discretion, or an Other Institution or AP+ directs, that providing the PayTo Solution to the Client presents an unacceptable risk (including due to fraud, scams, counterparty financial risk or other material risk);

(i) the Client breaches clause 10; or

(j) an Other Institution or AP+ requires or directs that the PayTo Solution be suspended or restricted in connection with the PayTo Liability Framework, including while any approval required for the Client is pending.

Notification of suspension and reactivation

7.3 Glider will always seek, where possible, to notify the Client in writing before such suspension or restriction. Examples of where it may not be possible to notify the Client before suspension include where:

(a) notification is prohibited under Applicable Law or Industry Code;

(b) notification is prejudicial to an imminent or ongoing investigation;

(c) immediate suspension is required by an Other Institution, or to address a material risk to the PayTo Solution and/or Glider's business; or

(d) the suspension or restriction is required or directed by an Other Institution or AP+ under the PayTo Liability Framework.

7.4 Where the Client has demonstrated to Glider's reasonable satisfaction that the matters giving rise to a suspension have been rectified or the matter has otherwise been resolved the provision of the PayTo Solution will be reactivated.

Maintenance

7.5 The PayTo Solution may be disrupted or unavailable during periods of scheduled or unscheduled maintenance.

7.6 The Client acknowledges Glider is permitted, in its discretion, up to 4 scheduled maintenance windows per year to maintain and increase the availability and performance of the PayTo Solution. Glider will use reasonable endeavours to provide at least 14 calendar days' notice for scheduled maintenance to the Client Contact. Glider may request on behalf of the Client, where it is reasonable to do so, endeavours to schedule maintenance in days/times of expected low transaction volumes. Notwithstanding anything else, maintenance windows (scheduled or unscheduled) due to or requested by Other Institutions, may be called at any time and with no minimum prior notice.

Termination of the PayTo Solution

7.7 Glider may terminate the provision of the PayTo Solution (in whole or in part) by written notice to the Client if:

(a) a breach or risk described in clause 7.2(h) or 7.2(i) has not been rectified or resolved while the PayTo Solution is suspended or restricted;

(b) an Other Institution or AP+ refuses, withdraws or conditions its approval of, or ceases to support, the provision of PayTo to the Client; or

(c) Glider declines, or the Client does not accept the conditions of, a proposed change to the PayTo Use Case under clause 10.3.

Termination under this clause takes effect on the date specified in the notice or, if no date is specified, immediately. It does not affect any rights, remedies, obligations or liabilities that have accrued before termination (including under clause 10), and the other Solutions continue unless otherwise terminated.

8. Indemnity and liability

Client indemnity

8.1 The Client agrees to indemnify and hold Glider harmless from any and all Loss directly or indirectly in connection with:

(a) a failure by the Client or any Authorised Person to comply with any obligation under this agreement in respect to:

  (i) login credentials, other access methods, and security requirements generally; or

  (ii) regulatory standing and financial crime controls;

(b) the Client's violation of any Applicable Law or Industry Code (including Financial Crime Regulations or Trade Control Laws) and Glider's violation of any Applicable Law or Industry Code that is caused as a result of any act or omission of the Client and/or its Representatives;

(c) any wilful misconduct or fraud committed by the Client, an Authorised Person or a Customer;

(d) any failed or interrupted Transactions caused by the Client Systems;

(e) any Unauthorised Activity;

(f) any breach by the Client of these Solution Terms and/or the PayTo Solution Terms;

(g) any Claim, fine, penalty, service credits or additional cost imposed or levied by a Regulatory Authority or Other Institution due to the negligence or breach of this agreement by the Client;

(h) the Client's non-compliance with its obligations in clauses 4.7 to 4.11 of this Schedule 3; and

(i) any breach by the Client of clause 10.

8.2 Clause 8.1 does not limit clause 10, and the indemnity in clause 10.18 is separate from and in addition to clause 8.1.

9. Variation of Solution Terms

9.1 Glider may, acting reasonably, vary these Solution Terms and/or the PayTo Solution Terms at any time by notice to the Client (which must be provided via the Glider Account or by email). Glider will give the Client as much notice of the variation as is practicable, and in any case the notice must be reasonable.

9.2 Despite clause 9.1, where a variation, a new or amended Directed Control, or a change to the Client's categorisation is required or directed by the PayTo Liability Framework, an Other Institution, AP+ or a Regulatory Authority, Glider may give effect to it on the same notice that Glider itself receives (or such notice as is practicable), and that notice will be considered reasonable. Clause 10.8 applies.

10. PayTo Liability Framework

Application

10.1 This clause 10 applies from 2 October 2026 in respect of the PayTo Solution. The Client acknowledges that Glider provides the PayTo Solution using the services of Other Institutions, and that Glider and those Other Institutions are required under the PayTo Liability Framework to maintain controls to prevent fraud and scams and to ensure that each party to whom they provide PayTo services also maintains such controls.

PayTo Use Case

10.2 The Client warrants that all information provided to Glider before and during onboarding for the purpose of assessing and categorising the Client's business, operations and payment use case in respect of PayTo (**PayTo Use Case**) is true, accurate, complete and not misleading.

10.3 The Client must not vary its PayTo Use Case during the Term unless approved in writing by Glider. If the Client wishes to vary its PayTo Use Case, it must send Glider a written request detailing the proposed changes and respond to any reasonable enquiries from Glider. Without limitation, a variation includes any change to:

(a) the manner in which PayTo-funded value is held, stored, withdrawn or disbursed;

(b) the source or sources of funding applied to PayTo payments;

(c) the account ownership model, including whether relevant accounts are held in the name of the Client or its customers;

(d) the products, services or customer segments to or through which PayTo is offered or applied;

(e) the Client's merchant category code, or the legal or trading name presented on Mandates; or

(f) any of the controls, processes or evidence submitted by the Client and relied on by Glider or an Other Institution when assessing and categorising the PayTo Use Case.

Glider may approve the request, approve it subject to conditions, or decline it. If Glider declines, or the Client does not accept the conditions, clause 7.7 applies.

10.4 Glider (or an Other Institution or AP+) will categorise the Client as Non-HRM or HRM based on its PayTo Use Case and may re-categorise the Client at any time. Glider will notify the Client of its categorisation and of any change, and the category most recently notified applies. The Client must notify Glider within 1 Business Day after becoming aware of any change that affects, or may affect, its categorisation. If the Client is categorised as an HRM, the Client must provide, within 2 Business Days of request, all information required by Glider, an Other Institution or AP+ for any approval or exemption. Glider will submit the Client for approval promptly and will lift any suspension or restriction under clause 7.2(j) as soon as practicable after approval is obtained.

Client Controls

10.5 The Client must, at its own cost, establish, implement and maintain robust internal policies, procedures, systems and controls designed to prevent and detect fraud and scams in connection with the PayTo Solution (**Client Controls**). The Client must notify Glider immediately upon becoming

aware, or when it ought reasonably to have become aware, that any Client Control has failed, or is likely to fail, to be effective in preventing fraud and scams.

Directed Controls

10.6 In addition to the Client Controls, the Client must, at its own cost, implement and maintain any Directed Controls promptly and within any timeframe specified by Glider, including the Directed Controls that apply to the Client's category under clause 10.4. If there is any conflict or inconsistency between the Client Controls and the Directed Controls, the Directed Controls prevail.

10.7 If the Client is categorised as an HRM, Glider will apply value and frequency limits to each Mandate that are appropriately aligned with the Client's expected Transaction values and frequency. The Client must give Glider accurate information about its expected Transaction values and frequency, and must promptly notify Glider of any change. Glider may decline to submit, or may suspend, any Mandate where it does not have the information it needs to apply those limits.

10.8 If the Client does not wish to implement a Directed Control introduced or amended after 2 October 2026, or one that becomes applicable because of a change in its categorisation, the Client may, by written notice to Glider within 30 days of being directed or notified, elect to terminate the provision of the PayTo Solution. Termination takes effect on the date specified in the notice (being not less than 30 days after the notice) or, if no date is specified, 30 days after the notice. The rest of this agreement continues in full force and effect. The Client is not required to pay any termination costs, or fees for the remainder of the term, under clause 17.3 of the Agreed Terms in respect of a termination under this clause. While the notice period runs, Glider may suspend or restrict the PayTo Solution under clause 7 if the Directed Control has not been implemented by the date Glider required.

Testing

10.9 The Client must undertake regular testing of the Client Controls and Directed Controls, and any further testing directed by Glider from time to time, to ensure and document that the controls are, and remain, effective. Where Glider or an Other Institution elects to perform, or engage a third party to perform, testing and assurance on the controls, the Client must provide all reasonable assistance, including timely access to relevant systems, records, personnel and information. If testing shows a control is not effective, the Client must promptly:

(a) for a Client Control, change it to make it effective, or for a Directed Control, notify Glider and comply with Glider's instructions to change it; and

(b) re-perform the testing to confirm the control is effective.

Records and information

10.10 The Client must maintain comprehensive, accurate and up-to-date records evidencing that the Client Controls and Directed Controls are in place, have been tested regularly and are operating effectively, together with records of its Transactions, Mandate Data and interactions with Customers sufficient to respond to a PayTo Claim, and any other records directed by Glider. The Client must retain those records for at least seven years after the expiry or termination of this agreement.

10.11 The Client must produce the records required by clause 10.10 to Glider no later than 2 Business Days after a request from Glider, an Other Institution or a Regulatory Authority, or within such other timeframe as Glider reasonably specifies.

10.12 Glider may require the Client to provide or give access to the records in clause 10.10, and any other information reasonably required in connection with the PayTo Liability Framework, in the form, manner and frequency reasonably specified by Glider, including on a periodic, continuous or real-time basis via any API or other method Glider nominates. Where this requires the Client to implement or integrate with a system, Glider will allow a reasonable period before the requirement takes effect.

10.13 The Client must bear its own costs of complying with this clause 10, including the costs of implementing, integrating with and maintaining any system, API or other method required by Glider.

Attestation

10.14 The Client must, within 2 Business Days of a request from Glider (or such other period specified in the request), provide a written attestation, signed by a duly authorised executive officer of the Client, confirming that the Client has complied, and is complying, with this clause 10 (**Attestation**). Each Attestation must address any matters Glider specifies, which may include:

(a) whether each Client Control and Directed Control has been implemented and is operating effectively;

(b) the date each control was implemented;

(c) whether the testing required under clause 10.9 has been undertaken, with the date and results of the most recent testing; and

(d) any other matter reasonably required by Glider in connection with the Client's compliance with this clause 10 or the PayTo Liability Framework.

Glider may provide any Attestation, and any records or information provided under this clause 10, to an Other Institution, AP+ or a Regulatory Authority, and the Client must, if requested, give an Attestation for the benefit of Glider and any Other Institution.

Claims

10.15 If Glider gives the Client a Claim Notice, the Client must, within 5 Business Days (or any shorter period Glider reasonably specifies), give Glider a written response stating whether the Client considers the PayTo Claim founded or unfounded, together with all supporting evidence. Glider will consider the Client's response acting reasonably, but the response Glider gives to an Other Institution, AP+ or a Customer's financial institution is at Glider's discretion. If the Client does not respond within the required time, Glider may treat the PayTo Claim as founded.

10.16 The Client must nominate, and keep Glider informed of, a contact and escalation path for PayTo Claims.

Indemnity

10.17 The Client acknowledges that under the PayTo Liability Framework, Glider or an Other Institution may be deemed liable for fraud and scams in connection with payments initiated by or for the Client through the PayTo Solution, even where neither Glider nor the Client is at fault, and that PayTo Claims may be raised for a period after a Transaction as specified in the PayTo Liability Framework.

10.18 The Client irrevocably and unconditionally indemnifies and holds harmless each Indemnified Party from all Loss and Claims arising out of or in connection with:

(a) any liability imposed on Glider or an Other Institution under the PayTo Liability Framework in connection with the provision of the PayTo Solution to the Client (including for any Transaction initiated or processed for the Client), to the extent Glider bears that liability directly or is liable to the Other Institution for it;

(b) any liability attributed to the Client under the PayTo Liability Framework in connection with the PayTo Solution;

(c) any exercise by Glider of its rights under clause 7 or clause 10.23, or any exercise by an Other Institution of a right of suspension, restriction, set-off or retention, in each case in connection with the PayTo Liability Framework and, in the case of an Other Institution, only to the extent arising from the Client's use of the PayTo Solution, the Client's breach of this agreement or a liability of the Client;

(d) any breach by the Client of clause 4.6A, clause 4.7(f), clause 5.1(g) or (h), or this clause 10; and

(e) any Claim by the Client against an Other Institution arising out of or in connection with the PayTo Liability Framework or the PayTo Solution.

10.19 The indemnity in clause 10.18 applies irrespective of whether:

(a) the Client or its personnel was or was not negligent or at fault, or did or did not cause or contribute to the relevant fraud or scam, including where a third party caused or perpetrated it;

(b) a failure of the controls of third parties in the payment flow contributed to, or failed to detect, prevent or mitigate, the relevant fraud or scam; and

(c) subject to clause 10.20, Glider or an Other Institution was negligent in respect of the relevant fraud or scam, including where a Directed Control worked but was inadequate, did not work, or was not directed when it could have detected, prevented or mitigated the fraud or scam.

10.20 Clause 10.18 does not apply to the extent the relevant fraud or scam was directly committed by Glider, an Other Institution or their personnel. For the avoidance of doubt, this exclusion does not apply where Glider or an Other Institution is deemed liable under the PayTo Liability Framework without having directly committed the fraud or scam.

10.21 An Indemnified Party does not need to incur an expense or make a payment before enforcing the indemnity. Any liability, Loss or Claim (whether actual, potential or contingent) becomes a debt due and payable by the Client immediately upon being incurred or assumed by an Indemnified Party.

10.22 Unless otherwise agreed in writing, the Client must pay any amount due under clause 10.18 within 2 Business Days of the earlier of the liability arising and Glider's written demand.

Recovery and set-off

10.23 Glider may set off or deduct any amount due under this clause 10 from any monies Glider holds for, or owes to, the Client (including, to the extent permitted by Applicable Law and Industry Codes, funds in any Float Account), and may retain such monies, including after expiry or termination of this agreement, until all actual or potential liabilities of the Client under this clause 10 are discharged.

10.24 If an Other Institution withholds, retains, sets off or delays the release of funds held in a Float Account for the Client in connection with the PayTo Liability Framework:

(a) Glider will notify the Client promptly, to the extent permitted by Applicable Law, Industry Codes and the Other Institution;

(b) Glider will use reasonable endeavours to obtain the release of those funds as soon as practicable;

(c) Glider will remit the funds to the Client promptly after they are released, less any amount Glider is entitled to set off under clause 10.23;

(d) if an Other Institution sets off funds held for the Client against a liability that is not attributable to the Client, the amount set off remains payable by Glider to the Client; and

(e) except as set out in paragraph (d), Glider is not liable for any Loss arising from the withholding, retention, set-off or delay, unless caused by Glider's breach of this agreement, negligence or fraud.

Continuing obligation and no cap

10.25 Each indemnity in this clause 10 is a continuing obligation, separate and independent from the Client's other obligations, and survives the expiry or termination of this agreement.

10.26 Nothing in this agreement (including the Agreed Terms, the Platform Terms and any Application Form) limits, restricts, caps or excludes the Client's liability under clauses 10.18 to 10.25, including any monetary cap (per claim or in aggregate) and any exclusion of any type or category of Loss. To the maximum extent permitted by law:

(a) the operation of any proportionate liability legislation is excluded in relation to all rights, obligations and liabilities under this clause 10; and

(b) the Client's liability under this clause 10 is not subject to any duty to mitigate on the part of an Indemnified Party.

Giving effect to suspension and limits

10.27 The Client must immediately give effect to any suspension, limit, condition or termination imposed under clause 3.6, clause 7 or this clause 10, including by ceasing to initiate Transactions and dealing with any Mandate or Authorised Payment Mandate on foot as Glider directs.

Precedence and survival

10.28 This clause 10 takes precedence over any other provision of this agreement (including the Agreed Terms, the Platform Terms, any Application Form, and any other clause that sets out an order of precedence) to the extent of any conflict or inconsistency.

10.29 Clause 4.7(f) and clauses 10.10 to 10.27 survive the expiry or termination of this agreement.

Annexure A to Schedule 3 – PayTo Solution Terms

Last updated 1 October 2026

1. Purpose and interaction with the Agreement

(a) The Attachment to this Annexure A to Schedule 3 forms part of the PayTo Solution Terms. These PayTo Solution Terms form part of the agreement. They must be read together with the remainder of the agreement.

(b) The remainder of the agreement, including all schedules, apply to these PayTo Solution Terms.

(c) If there is any conflict between any of the terms in the attachments and these PayTo Solution Terms, the terms in the attachments prevail.

(d) Despite anything else in this clause 1, clause 10 of the Solution Terms prevails over these PayTo Solution Terms and their attachments to the extent of any inconsistency.

2. Definitions

In this Annexure A to Schedule 3 (including all Attachments), the following terms have the following meanings, unless the contrary intention appears. Other terms have the meaning given to them in the Agreed Terms and/or applicable Schedules.

Account means an account with an ADI or Identified Institution to which NPP Payments may be received and from which NPP Payments may be made.

Account Holder means the person who owns or is authorised to operate an Account.

Account Number means the number issued by the provider of an Account to identify a particular Account.

Authorised Payment Mandate has the meaning given to it in Attachment A.

Clearing means activities such as sending, receipt and confirmation of payment messages from the time a commitment is made for a Transaction until it is settled. Clearing within a NPP context refers to a set of message flows that includes a Clearing Request from a Debtor Agent and a Clearing notification from a Creditor Agent. Clearing includes the activities that occur before settlement.

Clearing Request or CR means the NPP Message that initiates an NPP Payment.

Connected Institution means a body corporate which is connected to the NPP Basic Infrastructure solely for the purpose of sending and receiving Non-Value Messages, and which may also be an "Overlay Service Provider" (as defined in the NPP Regulations).

Creditor means a person or organisation to whom money is owed by a debtor.

Creditor Agent means the FI which issued the Creditor Account to which an amount of money is due.

Debtor means the party that owes an amount of money to a Creditor.

Debtor Agent means the FI which issued the Debtor Account which owes an amount of money to a Creditor.

Disabling Event means any:

(a) Outage (other than an FSS Outage or NPP scheduled maintenance) or processing, communications or other failure of a technical nature;

(b) data or security breach; or

(c) inaccessibility (total or partial) to facilities by means of which NPP Payments or Non-Value Messages are sent and received;

which affects, or may affect, the ability of any NPP Participant to send or receive NPP Payments or Non-Value Messages, or of any Connected Institution to send or receive Non-Value Messages or of any Overlay Service Provider to provide its Overlay Service (as such terms are defined in the NPP Regulations).

FI means a financial institution.

Float Account means a uniquely identifiable account, with a BSB, account number and PayID and notified to the Client, which enables the Client to settle, identify and reconcile Transactions. Funds and Transactions are recorded when the Client remits funds initiated by the Client's or a Customer's instructions.

FSS Outage means an outage of the Fast Settlement Service, the RBA's settlement service operated as part of RITS for settlement of NPP Payments by NPP Participants.

Full Participant means an NPP Participant which:

(a) connects directly to the NPP Basic Infrastructure for the purposes of sending and receiving NPP Payments and Non-Value Messages; and

(b) is authorised by the RBA to use the FSS for settlement of NPP Payments.

Identified Institution means an institution that is not connected to the NPP Basic Infrastructure, but which has an arrangement with one or more NPP Participants to clear and/or settle NPP Payments on its behalf using the institution's BSB, associated BIC11 and payment routing information set out in the NPP Business Reference Data Table.

Incident means a Disabling Event, and any other incident or event of a similar nature as determined by NPPA or the NPP Incident Response Group.

ISO 20022 refers to the international standard for financial industry messaging set out in the document ISO 20022 Financial Solutions - Universal financial industry message scheme.

Item means a credit payment instruction in an electronic format.

Mandated Payments Service or MPS or PayTo means the NPP business services described in Part 17 of the NPP Regulations.

NPP Basic Infrastructure means the NPP basic infrastructure network and addressing service operated by SWIFT, with link settlement via the FSS. The NPP basic infrastructure:

(a) supports the exchange of Non-Value Messages between NPP Participants and Connected Institutions; and

(b) facilitates the Clearing and settlement of NPP Payments between NPP Participants.

NPP Message means a financial message within the NPP Message Set formatted in accordance with ISO 20022.

NPP Message Set means the set of ISO 20022 messages approved and published by NPPA for use within the NPP Basic Infrastructure.

NPP Participant means a Full Participant, a Clearing Participant or a Settlement Participant.

NPP Payment means payments cleared and settled via NPP.

NPP Procedures means the technical, operational and security procedures prescribed by NPPA for the purposes of the NPP Basic Infrastructure.

NPP Regulations means the rules prescribed by NPPA that establish the core obligations and rights between NPPA, NPP Participants, Connected Institutions and Overlay Service Providers, including, without limitation, the annexures and schedules to those regulations.

PayTo Solutions means the PayTo Solution provided under these PayTo Solution Terms and described in clause 3.1 of these PayTo Solution Terms.

PayTo User Terms and Conditions means the PayTo User Terms and Conditions set out at Attachment A to these PayTo Solution Terms.

NPP Transaction means an end-to-end Payment, Payment Return or NPP Adjustment, effected in accordance with the provision of the solutions under these PayTo Solution Terms in respect of the Client.

Outage in relation to:

(a) a Full Participant, Clearing Participant or Connected Institution, means a total or partial PAG outage or back-office system outage, whether of an intermittent nature or not, which persists for a period of minutes specified for an outage in the NPP Regulations, or more; and

(b) in relation to the FSS PAG, means an outage notified by the RBA to NPPA.

Payee means, in relation to a Payment, the Account Holder of the destination Account.

Payee Participant means in relation to an NPP Payment, the NPP Participant to which the Clearing Request is directed.

Payer means in relation to a Payment, the Account Holder of the source Account.

Payer Participant means in relation to an NPP Payment, the NPP Participant which sends a Clearing Request.

PayID and PayID Identifier means an alternative identifier, such as a phone number or email address, or any other unique identifier for an Account approved by NPPA for registration in the NPP Addressing Service.

PayID Address means the Issuer Identifier and Account Number associated with a PayID.

PayID Information means the PayID Identifier, PayID Address and PayID Name for an Account.

PayID Name means a name, word, or any combination of alphanumeric and/or other approved characters to reasonably represent and identify an Account Holder, either generated for or selected by the Account Holder by or on behalf of the Registering Participant or selected by the Account Holder with Registering Participant approval.

PayID Service means the central payment addressing service, which is available for addressing NPP Payments.

PayID Type means the type of identifier the Client selects for receiving NPP Payments (or which Glider selects on its behalf), which may be the Glider or the Client's telephone number, mobile number, email address, Australian company number, Australian business number.

Payment means a movement of funds between Accounts using the PayTo Solution.

Payment Request means a message that a Payee will send to a Payer requesting a Payment.

Payment Return means an NPP Message that a Payee Participant will send to affect a return of a settled Misdirected Payment, Mistaken Payment, Error Payment, Duplicate Payment or other settled NPP Payment which it determines to return (as an Unsolicited Payment Return) or which it returns pursuant to a Payer Participant's NPP Payment Return Request.

RBA means the Reserve Bank of Australia.

Registering Participant is as defined in the NPP Regulations.

Replay means the resending of an NPP Message with the same Transaction ID.

RITS means the RBA's Information & Transfer System, which is Australia's high value real-time gross settlement (RTGS) system and is used by banks and other approved institutions to settle obligations arising from the exchange of payments and securities Transactions.

Settlement means the process by which all financial obligations arising from the Clearing of payments are settled and the term "Settle" is construed accordingly.

SWIFT means S.W.I.F.T. Domestic Australia Pty Limited ACN 602 666 142.

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3. Solutions

3.1 PayTo Solutions

(a) Glider will facilitate the provision of the PayTo Solutions to the Client. PayTo Solutions enable the Client to request, and a Customer to authorise a NPP Payment in accordance with an Authorised Payment Mandate.

(b) In respect of PayTo Solutions, Glider does not hold any funds, as funds move directly from the Customer to Payee unless the Client is receiving the PayTo Float Account Settlement Solution. Accordingly, clause 4 does not apply to the PayTo Solutions unless the Client is receiving the PayTo Float Account Settlement Solution, in which case clause 4 does apply.

3.2 Glider's role

Glider in providing the PayTo Solutions, processes, and deals in NPP Transactions. It does not issue any non-payment cash facilities (as defined by the Corporations Act). An Other Institution and ADI, is responsible for the issuance of any non-payment cash facilities and the clearing and settlement of NPP Transactions.

4. Solution specific accounts

4.1 Relevant accounts

(a) Glider utilises a Float Account. Float Accounts are generally used for the purposes of remitting funds as initiated by the Client's Transaction instructions.

(b) The Client is not entitled to any interest or other compensation associated with any of the funds held in the Float Account.

(c) In order to comply with Applicable Law, Glider may initiate Transactions from the Float Account to other accounts (including the Nominated Bank Accounts) if Glider determines that this is necessary to maintain the nature, purpose and intent of the Float Account. For example, if the Client appears to use the Float Account as a means to store funds.

4.2 Client acknowledgements

The Client acknowledges and agrees that:

(a) Glider has sole discretion over the establishment and maintenance of each Float Account;

(b) Glider will make credit and debit entries reflecting Transactions against the Float Account;

(c) funds in the Float Account are not held on trust by Glider; and

(d) it has no legal or beneficial interest in any funds held in the Float Account and its rights in connection with such funds are limited to a contractual obligation for Glider to transact an equivalent amount and currency of funds to enable settlement of a Transaction, subject to the terms of this agreement.

4.3 Disclaimer

Clause 4.2 is subject to Applicable Law. In particular, where any funds are required to be held in any other capacity (for example, beneficially for the Client), Glider will:

(a) follow any mandatory requirements to the extent of any inconsistency with the other provisions of this clause 4; and

(b) seek to notify you of the difference in treatment, although a failure to do so should not be taken as a breach of the agreement.

5. NPP Transactions

5.1 General

All Transactions must be fully funded and all payments must be made in accordance with these PayTo Solution Terms and agreement.

5.2 Limitations

Glider may refuse to accept or process, or may require an indemnity from the Client or impose other conditions before accepting or processing, any NPP Transaction or series of NPP Transactions, where Glider suspects or has reasonable grounds to believe that to do so may result in a Transaction Dispute, Claim or circumstances warranting investigation ("Relevant Transaction Scenario"). This includes where, in Glider's reasonable opinion, a NPP Transaction is for a person other than the Client.

6. Responsibilities

(a) The Client must:

(i) ensure that correct information appears on each Item;

(ii) process and provide to Glider any information regarding any dispute over an amount and assist Glider in the resolution of any issue arising out of a solicited request;

(iii) comply with the NPP Regulations and Procedures;

(iv) where applicable, comply with the PayTo User Terms and Conditions; and

(v) comply with the PayTo Liability Framework to the extent it applies to the Client, and with clause 10 of the Solution Terms.

(b) The Client acknowledges and agrees that:

(i) all NPP Transactions will be processed in accordance with relevant Industry Codes and corresponding settlement process;

(ii) Glider will rely on the instructions received from the Client, the NPPA or any NPPA member, without making any further inquiry, verification or authentication of any particulars or reconciliation of NPP Transactions.

(c) For any given Transaction, only the obligations applicable to Glider's role in that Transaction will apply to Glider, only the obligations applicable to the Client's role in that Transaction will apply to the Client, and any obligations applicable to the other FI to that Transaction are to be interpreted as being included for information purposes only.

7. Liability

Without limitation to the rights in Agreed Terms, to the fullest extent permitted by law and without limiting any rights of the Client under any Applicable Laws, Glider is not liable for any Claim or Loss arising out of or in connection with:

(a) any NPP Transaction to or from an incorrect Account as a result of making a payment in accordance with the instructions contained in an Item;

(b) any error in the NPP Transaction processing if such error was due to an incorrect payment instruction received from such persons, unless the event giving rise to the Claim or Loss is directly due to Glider's negligence, fraud or wilful misconduct.

This clause survives termination of the agreement.

Attachment A – PayTo User Terms and Conditions

1. Interaction with the agreement

These PayTo User Terms and Conditions form part of the PayTo Solution Terms. They must be read together with the whole agreement (including all schedules).

2. Definitions

In this attachment, the following terms have the following meanings, unless the contrary intention appears. Other terms have the meaning given to them in the agreement (including the schedules) and the PayTo Solution Terms.

Authorised Payment Mandate means a Mandate that has been authorised by the Customer and stored in the Mandate Management Service, authorising an NPP Payment, or a series of NPP Payments, to be made from the Customer's account to a PayTo User's account.

Customer Financial Institution means the Customer's financial institution.

Documentation means any documentation Glider may provide the Client to assist the Client in using the Mandated Payment Service including manuals and guides, whether in an electronic form or otherwise.

Mandate means a payment mandate produced in accordance with clause 3.1 of these User Terms which has not yet been approved by the Customer.

Mandate Management Service means the central, secure database operated by NPPA of Authorised Payment Mandates.

Mandated Payment Service means a service which enables a PayTo User to request, and the Customer/s to pre-authorise an NPP Payment, or a series of NPP Payments, in accordance with an Authorised Payment Mandate, and to amend, suspend, unsuspend, and cancel Authorised Payment Mandates.

PayTo User means a user of the PayTo Solutions who is authorised and approved by an NPP Participant, or its sponsored Identified Institution, to use the Mandate Management Service and Mandated Payment Service.

3. Authorised Payment Mandate

3.1 Creating an Authorised Payment Mandate

(a) An Authorised Payment Mandate may be initiated by Glider for any Customer.

(b) The Customer will instruct Glider to produce a Mandate which Glider will include on the Mandate Management Service. The NPPA, through the Mandate Management Service, will notify the Customer's Financial Institution of the Mandate at which point the Customer will receive a notification to either authorise or reject the Mandate.

(c) The Customer is required to authorise or reject the Mandate within the period of time specified in the Mandate, otherwise the Mandate will lapse. Such period of time must not exceed five calendar days, (unless the Client and the Customer are expecting a "real-time" response, in which case the Customer/s are required to respond to the Mandate within five minutes). Where the Customer does not authorise or reject the Mandate within the specified period of time, the Mandate is deemed to be rejected.

(d) If the Customer rejects a Mandate because they do not believe that it reflects the terms of the agreement that it will enter into with the PayTo User, the Customer is required to contact the PayTo User and have the PayTo User amend and resubmit the details of the Mandate.

(e) Once a Mandate has been authorised by the Customer, the Customer Financial Institution will update the Mandate Management Service with this information and the Mandate becomes an Authorised Payment Mandate.

(f) PayTo Users must not submit any more than three Mandates per day to the Customer/s for the same goods or services. Glider reserves the right to suspend Mandates that do not comply with this clause.

(g) Glider reserves the right to take any necessary action to ensure the Client does not have an Authorised Payment Mandate, Direct Debit request and Direct Debit request service agreement in place simultaneously for the same goods or services with a Customer.

3.2 Unauthorised Payment Mandates

The Client must notify Glider as soon as it becomes aware of any Transaction occurring that is not permitted under the terms of a relevant Authorised Payment Mandate. Glider will review details of the Transaction in accordance with Applicable Law and Industry Codes (including the NPP Procedures and NPP Regulations). The Client must provide reasonable assistance to enable Glider to undertake such review and must respond to any requests for further information from Glider within one (1) business day unless otherwise specified by Glider. In no circumstances will Glider be liable for any Transaction or payment made that was authorised by the terms of the Authorised Payment Mandate.

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4. Responsibilities

(a) The Client must:

(i) notify Glider immediately if the Client no longer owns or has authority to use the bank account to which an Authorised Payment Mandate has or will be made;

(ii) promptly respond to any notification that the Client receives from Glider regarding the suspension of an Authorised Payment Mandate for misuse, fraud or for any other reason;

(iii) ensure that the Client complies with the terms of any agreement that the Client has with Customers;

(iv) ensure that any billing notices are issued to Customers in accordance with the terms of the agreement with the relevant Customer;

(v) not use the Mandated Payment Service for fraudulent or improper purposes, which for clarity, includes (but is not limited to) where the Client contravenes clause 3.1(f) of these User Terms, where the Client has an Authorised Payment Mandate and a Direct Debit request in place at the same time for the same goods or services with a Customer, or where the Client cancels or suspends an Authorised Payment Mandate without a lawful basis;

(vi) comply with all Applicable Laws in connection with the Client's use of the Mandated Payment Service;

(vii) ensure that applicable infrastructure and processes are in place in order to comply and continue to comply with the PayTo User Terms and Conditions; and

(viii) ensure that all Customers have provided all necessary authorities and approvals to enable the Client to authorise Glider to collect Fees or payments and/or issue payouts on the Client's behalf including under any Authorised Payment Mandates.

(b) The Client acknowledges and agrees that:

(i) Glider will not be responsible for any Loss that the Client suffers as a result of the Client not promptly responding to any notification that the Client receives from Glider regarding the suspension of an Authorised Payment Mandate for misuse, fraud or for any other notification;

(ii) Subject to NPP Regulations and NPP Procedures, Glider will be the Client's sole and exclusive provider of the PayTo Solutions where specified in the Application Form. In such circumstances, the Client will not procure from any other Person services that are the same, or substantially equivalent to, the PayTo Solutions during the Initial Term or any Renewal Term;

(iii) it is responsible for the accuracy of the information that the Client provides to Glider in connection with all Mandates, including Mandate Data under clause 4.6A of the Solution Terms;

(iv) it will notify Glider immediately if the Client experiences any activity that appears suspicious or erroneous;

(v) it will respond to a notification from Glider requiring the Client to confirm that all of the Client's Authorised Payment Mandates are accurate and up to date within the timeframe Glider have specified;

(vi) it may not request Glider to amend the payment details of another party. Once an Authorised Payment Mandate has been established, the Client's payment details may only be amended by Glider; and

(vii) Glider may provide the Client with separate Documentation. The Client will comply with all terms in such Documentation that apply to the Client's organisation.

5. Liability

Without limitation to the rights in the agreement, the Client will be liable for any Loss arising out of or in connection with any incorrect information provided by the Client, including any inaccuracy in Mandate Data.

Glider Pay Pty Limited (ACN 654 579 325), Level 7, 88 Phillip Street, Sydney NSW 2000. The current version of these terms is published at gliderpay.com/legal/payto-terms.