

MERCHANT TERMS AND CONDITIONS

These terms and conditions govern your use of the kashin service. Please read them before you use the kashin service.

Acceptance of Terms and Conditions: These terms and conditions are the terms on which access to the kashin service is provided. By registering with kashin you accept these terms and conditions. If you do not accept these terms and conditions, you must **not** use the service.

Amendment of Terms and Conditions: These terms and conditions may be amended in whole or in part by kashin from time to time and will become effective immediately without prior notice. By continuing to use the service after we have published revised terms and conditions on the kashin website, you agree to be bound by the revised terms and conditions as published.

Becoming a Registered Merchant: Becoming a registered merchant is free and forms a legally binding contract which is enforceable against you.

The Service: Kashin provides an order and payment service and a funds transfer service via mobile phone and internet.

Kashin does not take any part in the sale of goods or services other than by providing a means of communicating a customer's order to you and facilitating payment for the goods or services.

Payments for goods or services and funds transfers are made directly from a customer's credit card or a pre-paid kashin account via a state of the art bank grade security data centre which is purpose built and specially designed for payments processing.

Kashin will process payments received from the customer and forward to your nominated bank account on:

- the next business day after the credit card payment is received by kashin (in the case of a payment made by credit card); or
- the next payment run (in the case of a payment made from a customer's pre-paid account). Payment runs are made each business day.

Merchant and Transaction Fees: Kashin will charge you a merchant fee each time you receive a payment using the kashin service.

When we receive an order or a funds transfer request from a customer for you through the kashin service you are authorising kashin to deduct from the payment made to you for such order or request:

- the amount payable to the credit card provider for the transaction; and
- the merchant fee payable to kashin.

Kashin merchant fees are inclusive of GST (if any). Any GST included in an order payment or a funds transfer request is paid by kashin only as the customer's paying agent.

Kashin reserves the right to pass on to you any charges for advertising the kashin service and for any costs related to the service and/or the website that relate directly to you.

Merchant fees may vary from time to time without notice.

Right to Display: You shall be entitled to display and sell your goods and/or services on and via the website approved by kashin.

Nothing shall prevent kashin from displaying or selling on behalf of itself or any other person goods and/or services that are the same as or similar to your goods and/or services.

Appointment and Authority: Kashin shall have the power and authority to accept orders and receive payments for the sale of your goods and/or services on kashin's terms and conditions and at the prices notified by you from time to time.

kashin's Obligations: Kashin agrees that it will:

- process orders received and payments made for the goods and/or services at the prices set by you from time to time;
- process funds transfer requests made by a customer in your favour;
- on receiving from a customer an order in your favour and confirmed payment for such an order, send to you an order notification (in a manner agreed between you and kashin) with details of the order placed and customer name;
- on receiving from a customer a funds transfer request in your favour and payment for such request (without an associated order for goods and/or services), make payment of such request to you;
- on confirmed payment for an order or a fund transfer request, send an SMS message to you and the customer with the confirmed details;

Your Obligations: You will:

- supply the goods and/or services to meet the requirements of each customer;
- immediately notify the customer and kashin if you are unable to fulfil an order referred by kashin;
- deal promptly with all customer service issues which arise from any order made or cancelled for the goods and/or services by a customer using our service;
- meet all of your obligations under all applicable consumer legislation;
- immediately refund the full amount paid by the customer in respect of the goods and/or services, in the event of a refund being due to a customer. The website provides an interface through which this can be done. If kashin is still holding the money undisbursed to you then you authorise kashin to refund the amount paid by the customer in respect of your supply of or failure to supply goods and/or services to the customer. kashin reserves the right as to whether it refunds the customer fee on a case by case basis at its sole discretion.
- refrain from doing any act or permit anything to be done which in the reasonable opinion of kashin damages the reputation of kashin or brings kashin, its system or the website into disrepute; and
- comply with all other applicable laws and regulations.

Disclaimer: You expressly understand and agree that you use the kashin service at your own risk.

While kashin may facilitate transactions for ordering your goods and services, and payment by credit card, we are in no way involved in the transaction itself, and responsibility for any refund and or default rests with you.

While kashin and its partners and suppliers have used their best endeavours to ensure that appropriate systems are in place to reduce the risk of credit card abuse and other forms of fraudulent activity, we are not responsible for protecting kashin users and merchants from credit card abuse or other forms of wrongful or fraudulent activity.

Provided that we have taken reasonable steps to protect our systems kashin does not accept any liability for any damage, loss, cost expense or harm arising directly or indirectly as a result of any computer virus or unauthorised access of our system.

Kashin accepts no responsibility for any inability to use the service that arises from an issue between you and your network or communication provider.

Kashin accepts no responsibility or liability for any issues which may arise between you and a customer.

Liability: Notwithstanding any other terms of this agreement you agree that, to the maximum extent permitted by law, any and all liability and responsibility of kashin to you or any other person under or in connection with these terms and conditions, or in connection with the kashin service, this website, any kashin customer act or omission, or your use of or inability to use, the kashin service, is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. Our liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss.

Indemnity: By using this service you agree to release and indemnify us and to keep us indemnified from and against all actions, claims, costs (including legal costs and expenses on a solicitor and client basis), losses, proceedings, damages, liabilities, or demands suffered or incurred by us to any person arising out of or in connection with your failure to comply with these terms and conditions or failure by you or a customer to complete a transaction or out of or in connection with your use of the service. This includes loss due to any loss of goodwill or reputation.

Force Majeure: Without prejudice kashin has no liability for any lack of performance, or for any failure of us to comply with these terms and conditions where the same arises from any cause reasonably beyond our control.

Breach: Without limiting any other rights and remedies available to us, we may limit your use of the kashin service, terminate your membership, or refuse to provide our services to you if in our opinion you breach these terms and conditions.

Kashin reserves the right to block anyone from using the kashin service at its sole discretion.

Use of Information: All information exchanged by the parties in the course of carrying out the service shall be used only for the purpose of providing the service and shall be kept confidential by the parties. Unless otherwise agreed with kashin you may not contact any customer for any purpose except in relation to the order which kashin has forwarded to you. You agree that you will not keep any information in relation to a customer once such order has been fulfilled, unless required by statute. The obligations under this clause shall survive after you cease using the service.

Notwithstanding any other provision of this agreement, Kashin may make non-specific information about its business (e.g. numbers of customers, geographic spread, turnover, transaction types and value etc.) available to prospective investors, bankers and purchasers for due diligence purposes. In the event of the sale of any or all of the kashin business, your information will be released to the purchaser for the purpose of continuing the service.

You will not use any customer information in any way that breaches the Unsolicited Electronic Messages Act 2007 or in any way that breaches the customer's legal rights in respect of such information.

On cessation of the service the parties shall return to each other any information or property in their possession pertaining to the business of the other.

You warrant to kashin that any images and/or text supplied by you for use on the website are your property and by using such images and/or text neither you nor kashin will be in breach of any third party's intellectual property rights. You indemnify kashin against any loss suffered or claim which is brought against kashin by any third party in connection with the use of any intellectual property supplied to kashin by you.

You agree that any images, text and/or information supplied to kashin for use on the website is correct at the time of supply and, in the event of any change in the images, text and/or information you will provide to kashin the correct images, text and/or information as soon as practicable.

You agree that kashin may change or remove the text, images and/or information displayed on the website in regard to you at any time and without prior notice to you.

Accurate Information: You warrant that you have provided complete, accurate and current information when registering as a merchant. You must maintain and update your information held by us to ensure it is kept current at all times. We may phone or email you to verify these details.

Updating Your Information: We provide you with ways in which you can alter, update and add to your data, however the responsibility for updating the information rests solely with you.

Security of Your Information: You are responsible for keeping your login information, including your user name and password, secret and secure. Without limiting the foregoing, you agree to not permit any other person to use your user log in information; and not to disclose, or provide to any other person your user name, password or any other information in connection with your user identification that may allow them to gain access to your account.

Intellectual Property Rights: kashin and its partners or suppliers, own all proprietary and intellectual property rights of the service and in the website (including text, graphics, logos, icons) and the software and other material underlying and forming part of the services or the website.

You may not without our prior written permission, in any form or by any means:

- adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of this service or website; or
- commercialise, copy, or on-sell any information, or items obtained from any part of the service or website.

When using any kashin logo or other intellectual property in any advertising or promotional material you may only use such logo or other intellectual property in a form and a manner approved by kashin.

Consumer Guarantees Act: You acknowledge that you are using the kashin service for business purposes and accordingly the Consumer Guarantees Act 1995 does not apply.

No Waiver: If we do not exercise or enforce any right available to us under these terms and conditions, it does not constitute a waiver of those rights.

Governing Law: These terms and conditions are governed by the laws of New Zealand. You submit to the non-exclusive jurisdiction of the Courts of New Zealand.

Terminology: In these terms and conditions, the following expressions have the meanings set out:

'customer' means a person who uses the kashin service;

'member' means a registered user of kashin;

'merchant fee' means a fee of from 1.9% of the retail sale price of the order (including GST), charged by kashin to the merchant for the merchant's use of the service;

'order' means an order for goods and services to be supplied to a customer;

'services' means the means of payment offered by kashin;

'kashin' means Kashin Limited;

'we', 'us' and 'our' are a reference to kashin;

'you' and 'your' are a reference to you;

'website' means the URL address www.kashin.co.nz.