



# Xero Partner Program Terms of Service

ABN: 63 135 196 397

Australian Financial Services Licence No. 418105



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## PARTIES

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**IntegraPay Pty Ltd**

**ABN 63 135 196 397**

Address: **PO Box 6290, Upper Mt Gravatt QLD 4122**

Email: **admin@integrapay.com.au**

## The entity identified in Schedule 1 (Partner)

## BACKGROUND

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IntegraPay provides payment processing and other related services to businesses and other entities. Clients are able to accept Direct Debit, recurring and real time payments from bank accounts, credit and debit cards and BPAY, online and on mobile applications.

The Partner may refer clients to IntegraPay, and IntegraPay may supply services to such clients and pay the Partner revenue, subject to the terms of the Agreement.

## 1. Definitions and Interpretation

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### 1.1 Definitions

In the Agreement, unless contrary intention appears, the following words have the following meanings:

**Active Referred Client:** a client who processes a minimum of 1 credit card, bank account or BPAY transaction each calendar month.

**Basis Points:** a basis point (bp) is the unit of measurement used to calculate the revenue payable to a Partner for successful credit card transactions, as part of the Agreement. 1bp is equal to 0.01% or one hundredth of a percentage point.

**Bank Account:** a financial account, maintained by a financial institution, for a customer, from which the customer can make withdrawals.

**BPAY:** an electronic bill payment system in Australia which enables payments to be made through a financial institution's online, mobile or telephone banking facility to organisations which are registered BPAY billers.

**BPAY Biller:** IntegraPay acts as the BPAY biller for any Clients wishing to offer BPAY without the administration of their own Biller Code.

**Claim:** includes any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

**Client:** also known as the 'Referred Client', who is a Client of the Partner and who is referred to IntegraPay for the purposes of becoming an IntegraPay Client.

**Client Referral Notice:** a notice substantially in the form of the notice in Item 1, to be completed by the Partner in order to be recognised as the Referrer.

**Confidential Information:** either technical or commercial information regarding IntegraPay's business, customers, suppliers or products and services.

**Credit Card:** a card issued to individuals (Cardholder), which can be used as a method of payment. It allows the Cardholder to pay for goods and services based on the Cardholders' promise to pay for them.

**Customer:** the 'Payer', or end user, who will make a payment to the Partner or their Client, via IntegraPay's payment solutions, for services performed by the Client.

**Debit Card:** a payment card issued to individuals (Cardholder), which provides electronic access to their bank account(s) at a financial institution.

**Duration:** effective immediately upon acceptance into the Program, the Agreement remains in force as long as the Referred Client remains a Client of the Partner and has an active IntegraPay Merchant Account.

**IntegraPay Merchant Account:** either a Standard or Premium Merchant Account established and managed by IntegraPay. Only successful transactions processed through an IntegraPay Merchant Account form part of the Agreement.

**Intellectual Property:** Intellectual Property (IP) represents creations of the mind or intellect that can be protected by laws such as patents, trademarks, or copyright.

**Liabilities:** any liability (whether actual, contingent or prospective), loss, damage, debt, cost or expense (including legal costs and expenses) of whatever nature or description.

**Notices:** a notice, demand, consent, approval or communication under the Agreement.

**Partner Agreement:** an agreement between IntegraPay and the Partner, in which the Partner undertakes to refer their Clients to IntegraPay, with the express interest of earning revenue, in the form of basis points or cents per transaction, from the Referred Client's transactions.

**Partner ID:** a unique identifier, issued when the Partner is accepted to the program. The Partner ID should be included with any referrals.

## 1.1 Definitions (cont.)

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**Personnel:** any employees, agents and contractors of the Partner involved in fulfilling its obligations under the Agreement.

**Referrer:** the Partner who will be referring their Clients to IntegraPay.

**Referred Client:** a Client of the Partner who is referred to and is a potential Client of IntegraPay, with whom IntegraPay does not have a pre-existing or prior business relationship.

**Services:** the processing of payment transactions by IntegraPay on behalf of a Client utilising an IntegraPay Standard or Premium Merchant Account.

**Service Fees:** the net transaction based fees charged by IntegraPay to a Client for providing the Services. For the avoidance of doubt, this excludes any fees that are not transaction based, such as set up fees, failed payment, chargeback or claim fees, implementation fees, development fees, customisation fees, hosting fees and access fees.

**Standard Fees:** refers to IntegraPay's standard Xero fees for credit card, bank account or BPAY transactions.

**Successful Transaction:** either from a credit card, bank account or BPAY, where the transaction is processed successfully through an IntegraPay Merchant Account or bank debit facility and funds are received.

**Terms of Service:** the supporting documentation outlining the rights and obligations of those entering the IntegraPay Xero Partner Program.

**Transaction:** any payment processed through an IntegraPay Merchant Account either via credit card, bank account or BPAY.

**Valid Referral:** a referral that is approved by IntegraPay, in its absolute discretion, and satisfies the requirements of the Agreement.

## 1.2 Interpretation

In the Agreement, headings are for ease of reference only and do not affect interpretation, and unless the context otherwise requires:

- 1.2.1. another grammatical form of a defined word or expression has a corresponding meaning;
- 1.2.2. a reference to a clause, paragraph or schedule is to a clause, paragraph or schedule of the Agreement;
- 1.2.3. basis points are calculated on the Australian currency value of transactions;
- 1.2.4. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- 1.2.5. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.2.6. the meaning of general words is not limited by specific examples introduced by including for example or similar expressions; and
- 1.2.7. a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the Agreement or any part of it.

## 2. Term

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The Partner Agreement is effective immediately upon the Partner being accepted into the IntegraPay Xero Partner Program. It will remain in force as long as the Partner's Referred Clients have an active IntegraPay Merchant Account.

## 3. Referral Process

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### 3.1 Client Referral Notice

- 3.1.1. A Partner may refer their Client/s to IntegraPay for the purpose of IntegraPay providing services to that Client; and
- 3.1.2. The Partner must submit to IntegraPay a completed Client Referral Notice or provide contact details via email, the IntegraPay website, or any other process as agreed, in respect of each Client it wishes to refer to IntegraPay.

### 3.2 Valid Referral

- 3.2.1. IntegraPay will determine if the Referred Client is a Valid Referral and will form part of the Agreement;
- 3.2.2. a referral is not a Valid Referral if:
  - 3.2.2.1. the information about the Client is provided to IntegraPay by the Partner on a bulk, non-targeted or otherwise non-discrete basis; or
  - 3.2.2.2. the relevant contact of the Client that is referred does not have a material influence in respect of the potential receipt of IntegraPay's Services.
- 3.2.2. IntegraPay will notify the Partner of any signed contracts that originate from a Valid Referral, once the Referred Client has begun transacting through an IntegraPay Standard or Premium Merchant Account;
- 3.2.3. the parties agree that all Valid Referrals will be governed by the terms and conditions of the Agreement;

### 3. Referral Process (cont.)

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#### 3.3 Earning revenue

- 3.3.1 on a monthly basis, IntegraPay will analyse the schedule of Clients referred by the Partner to establish:
- 3.3.1.1. the number of active Referred Clients that form part of the Agreement;
  - 3.3.1.2. the total value of the Referred Clients' successful credit card transactions and the number of successful bank account or BPAY transactions; and
  - 3.3.1.3. the revenue that will be payable to the Partner in the form of basis points, per transaction fees or % of transaction fees resulting from successful transactions.
- 3.3.2. IntegraPay will notify the Partner in writing and pay, in arrears, the applicable value of revenue;
- 3.3.3. the parties agree that the revenue is a gross amount, inclusive of GST, and that IntegraPay is entitled to withhold any tax from all payments, as may be required pursuant to any law;
- 3.3.4. earning of revenue includes only successful bank account transactions, visa/mastercard and Amex services fees (internationally based cards not included) and successful BPAY transactions.
- 3.3.5. revenue is not payable for transactions processed through the Clients' own Merchant Account; and
- 3.3.6. revenue is based on the Referred Client paying standard fees, unless otherwise agreed.

#### 3.4. Value of revenue

The value of revenue, either as basis points, per transaction or % of transaction fees, is subject to change at any time, at the sole discretion of IntegraPay.

Revenue is calculated on successful transactions only, processed by an Active Referred Client through an IntegraPay merchant Account and is equal to 5% of the transaction fees and/or merchant services fees on bank account, credit /debit cards and BPAY transactions.

Revenue is payable for 12 months from the first transaction date of the Active referred Client

#### 3.5 Disclosure to clients

Either party may disclose to any Client the existence of the referral arrangement set out in the Agreement prior to any services being carried out.

### 4. Partner's Obligations

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#### 4.1. The Partner must not:

- 4.1.1. conduct itself in a manner that is likely to bring IntegraPay or the Services into disrepute; or
- 4.1.2. engage in any conduct which may be prejudicial to IntegraPay or its goodwill, reputation or business; or
- 4.1.3. represent itself as having any authority to bind IntegraPay, to accept any order binding on IntegraPay, or to enter into an agreement in the name of IntegraPay; or
- 4.1.4. represent itself as having a relationship with IntegraPay of the type set out in clause 6; or
- 4.1.5. make, cause or permit to be made any false, misleading or deceptive representations, statements or conduct in relation to the Services.

#### 4.2. The Partner must:

- 4.2.1. ensure that it and its personnel do not disclose any Confidential Information to any third parties, including but not limited to any Client;
- 4.2.2. exercise due care and skill in the promotion of the Services;
- 4.2.3. comply with any reasonable directions and guidelines issued by IntegraPay in relation to the promotion and marketing of the Services;
- 4.2.4. maintain an up-to-date knowledge of the Services so as to be able to competently promote the Services;
- 4.2.5. comply with all applicable laws relating to the promotion of the Services; and
- 4.2.6. at all times, in carrying out its obligations under the Agreement, act in accordance with good faith and fair dealing.

## 5. Legal Status

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The Agreement does not create a relationship of employment, trust, agency, partnership or any other relationship in which one party may be liable generally for the acts or omissions of the other party. Neither party has the power or authority to:

- 5.1. pledge or purport to pledge the credit of the other party;
- 5.2. purport to contractually bind or enter into any agreement or arrangement on behalf of the other party; or
- 5.3. make any representation or statement, express or implied, whether oral or in writing, in the name of, or otherwise on behalf of, the other party.

## 6. Confidentiality

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### 6.1 Confidential information

The Partner acknowledges that IntegraPay may disclose to the Partner, either technical or commercial information regarding IntegraPay's business, Clients, suppliers or products and services, whilst the Agreement is in force. All such information will remain the exclusive property of IntegraPay and will be treated by the Partner as Confidential Information.

### 6.2 Exceptions to disclosure

The Partner may disclose Confidential Information:

- 6.2.1. to its personnel or financial, legal or other advisers who have a need to know for the purposes of the Agreement;
- 6.2.2. only as is absolutely necessary, in order to carry out its obligations pursuant to the Agreement, provided IntegraPay has given its consent in writing; and
- 6.2.3. if required by law, only to the extent absolutely required by law.

### 6.3 Unauthorised disclosure

- 6.3.1. the Partner will take all necessary precautions to prevent from disclosure to third parties, any Confidential Information disclosed to it and, for the avoidance of doubt, is solely responsible and liable for any breaches of confidentiality pursuant to the Agreement, including where such breach is a result of providing information to the parties set out in clause 6.2; and
- 6.3.2. if any Confidential Information is, or has potentially been disclosed to a party otherwise than in accordance with the terms of the Agreement, the Partner will notify IntegraPay immediately.

## 7. Intellectual Property

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### 7.1 Ownership

- 7.1.1. title to the Intellectual Property, including any amendment or alteration to the Intellectual Property, remains vested at all times in IntegraPay;
- 7.1.2. the Partner acknowledges IntegraPay's ownership of all present and future right, title and interest in all Intellectual Property, including in relation to the Services;
- 7.1.3. the Partner acknowledges that it has never had, does not have, will not or claim to have, and will not make any representations to third parties that it has, any proprietary rights in the Intellectual Property.

### 7.2 Restricted conduct

The Partner agrees that it must not:

- 7.2.1. except as may be expressly authorised by the terms of the Agreement, disclose the Intellectual Property (or any part of the Intellectual Property) received by it from IntegraPay, to any other person except in accordance with the terms of the Agreement;
- 7.2.2. register, attempt to register, launch or attempt to launch a product or service that is the same or similar to the Services or the Intellectual Property disclosed to it;
- 7.2.3. use a mark, other than the Intellectual Property, to identify the Services;
- 7.2.4. perform any act or thing that:
  - 7.2.4.1. is inconsistent with the proprietary interest of IntegraPay in the Intellectual Property;
  - 7.2.4.2. which leads, or may lead to:
    - 7.2.4.2.1. a reduction in the value of the Intellectual Property; or
    - 7.2.4.2.2. the Intellectual Property being brought into disrepute or otherwise adversely affected.
- 7.2.5. register, or cause to be registered, any Intellectual Property, or any trademarks, trade names or symbols which are substantially identical or deceptively similar to the Intellectual Property, in Australia or elsewhere;

## 7. Intellectual Property (cont.)

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### 7.2 Restricted conduct (cont.)

- 7.2.6. use the Intellectual Property or any other name which IntegraPay uses or will use in the Referrer's commercial name, internet site or business operations; or
- 7.2.7. hold itself out as being entitled to any proprietary interest in the Intellectual Property.

### 7.3 Disclosure

The Partner is absolutely liable to IntegraPay for any claim arising from disclosure of the Intellectual Property where such disclosure:

- 7.3.1. was made by the Partner or persons obtaining the Intellectual Property through the Partner; and
- 7.3.2. the disclosure was not made in accordance with the terms of the Agreement.

## 8. Indemnity

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8.1. The Partner indemnifies IntegraPay and IntegraPay's employees, contractors and agents, and will hold IntegraPay harmless from and against:

- 8.1.1. all claims (including all costs incurred by IntegraPay in respect of defending or settling such claims), which may be instituted against IntegraPay (including an action by a Client or Customer), and all liabilities incurred or suffered by IntegraPay, arising out of or in connection with a breach of the Agreement by the Partner, or arising out of any wilful, unlawful or negligent act or omission of the Partner or its personnel, or of any other person for whose acts the Partner is vicariously liable; and
- 8.1.2. any and all loss IntegraPay does or may sustain, arising directly from any breach of the Agreement by the Partner, or any wilful, unlawful or negligent act or omission of the Partner or its personnel.

provided that the Partner will not be liable under clause 6.2, to the extent to which the loss arises from the error, omission, negligence, fraud or wilful misconduct of IntegraPay.

## 9. Termination

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### 9.1 Termination of the Agreement

The Agreement may be terminated at any time, by either party, as per the terms of this Agreement, by providing one month's notice in writing to the other party.

### 9.2 Termination for default

IntegraPay may terminate the Agreement by notice in writing to the Partner if the Partner:

- 9.2.1. becomes, threatens to become or is in jeopardy of becoming subject to any form of insolvency administration;
- 9.2.2. commits any serious or persistent breach of any of the provisions of the Agreement and:
  - 9.2.2.1. where the breach is capable of remedy, the Partner has not remedied the breach within seven days of written notice from IntegraPay; or
  - 9.2.2.2. where the breach is not capable of remedy, the Partner has previously committed a breach of similar nature and has received written warning from IntegraPay that the Agreement will be terminated on a repetition of the previous breach.
- 9.2.3. refuses or neglects to comply with any instruction or direction which IntegraPay is entitled to give.

### 9.3 Effect of termination

Upon termination of the Agreement for any reason:

- 9.3.1. the Agreement ends as to its future operation except for the enforcement of any indemnity or claim that arises on, or has arisen before termination and any other clause that is expressed to survive termination of the Agreement; and
- 9.3.2. the accrual of further revenue, beyond what is owed by IntegraPay to the Partner at the time of termination, will permanently cease.

## 10. Notices

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### 10.1 Nature of notices

A notice, demand, consent, approval or communication under the Agreement must be:

- 10.1.1. in writing, in English and signed by a person duly authorised by the sender; and
- 10.1.2. hand delivered, or sent by post or email, to either party's address as specified in the Agreement.

## 10. Notices (cont.)

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### 10.2. Effective on receipt

10.2.1. A notice given in accordance with clause 10.1 takes effect when taken to be received, or at a later time specified in it, and is taken to be received:

10.2.1.1. if hand delivered, on delivery; or

10.2.1.2. if sent by prepaid post, on the second business day after the date of posting, or on the seventh business day after the date of posting if posted to or from a place outside Australia; or

10.2.1.3. if transmitted by electronic mail (email), when the sender sends the email, unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee;

10.2.2. but if the delivery, receipt or transmission is after 5.00pm or not on a business day, the notice is taken to be received at 9.00am on the next business day.

## 11. General

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### 11.1 Entire agreement

The Agreement constitutes the entire agreement between the parties in relation to its subject matter. All prior discussions, undertakings, agreements, representations, warranties and indemnities in relation to that subject matter are replaced by the Agreement and have no further effect.

### 11.2 Amendment

The Agreement may not be amended or varied unless the amendment or variation is in writing, signed by all parties.

### 11.3 Assignment

The Partner may not assign, transfer or otherwise deal with the Agreement, or any right under the Agreement, without the prior written consent of IntegraPay.

In the event a Referred Client ceases to be a Client of the Partner named in the Agreement, but they transfer to another IntegraPay Partner, revenue may be transferred to the other Partner and will cease to be paid to the original Referrer.

### 11.4 Costs

Except as specifically provided in the Agreement, each party must bear its own legal, accounting and other costs for the preparation and execution of the Agreement.

### 11.5 Counterparts

The Agreement may be executed in any number of counterparts and all counterparts taken together will constitute one document.

### 11.6 Further assurances

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to the Agreement and the transactions contemplated by it, including, but not limited to, the execution of documents.

### 11.7 Governing law and jurisdiction

The Agreement will be governed by and construed in accordance with, the laws in force in the State of Queensland and each party submits to the non-exclusive jurisdiction of the courts of that State.

### 11.8 Rights and remedies

Any rights and remedies that a person may have under the Agreement, are in addition to and do not replace or limit any other rights or remedies that the person may have.

### 11.9 Severability

Part or all of any provision of the Agreement that is illegal or unenforceable, will be severed from the Agreement and will not affect the continued operation of the remaining provisions of the Agreement.

### 11.10 Waiver

A waiver of any power or right under the Agreement must be in writing, signed by the party entitled to the benefit of that power or right, and is effective only to the extent set out in that written waiver.

## APPLICATION CHECKLIST

- Provide bank issued copy of Account Statement(s) or letter of account opening.  
*Note: Online transaction listings or screen shots are not accepted*

## BUSINESS DETAILS

Full Legal Name (including Trustee if applicable):

ABN:

Trading Name:

Business Location Address:

Suburb:

State:

Postcode:

Primary Contact:

Position / Title:

Primary Contact Number:

Secondary Contact Number:

Business Website:

Email:

Registered Business Type: (e.g. Sole Trader / Company / Partnership / Trustee)

## BANK ACCOUNT AUTHORISATION FOR SETTLEMENT & BILLING

Direct Debit Request

When we Credit your account: the account must be in the Entity name. IntegraPay requires a copy of the bank statement to verify account name, number and BSB.

When we debit your account: I / We authorise IntegraPay Pty Ltd ABN 63 135 196 397, User ID 382220, to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance with this Direct Debit Request and as per the DDR Service Agreement provided.

Please note Direct Debit and Direct Credit is not available on the full range of accounts – if in doubt please refer to your Financial Institution.

Financial Institution

Settlement Account Name:

BSB Number:

Account Number:

## APPLICANT ACCEPTANCE

By completing and submitting this Application Form, the Business (as well as its Directors and Business Owners) hereby acknowledge and agree that they have read and considered the Partner Agreement and Terms of Service and agree to be bound by all the terms and conditions set out therein. The Business acknowledges and agrees that IntegraPay may or may not, in its discretion, accept this Application.

AUTHORISED REPRESENTATIVE (Please print)

Office held (Director, Company Secretary, Other)

Date:

DRIVER'S LICENCE NUMBER:

SIGNATURE: (Please sign below)

IN THE PRESENCE OF: (Please print)

SIGNATURE: (Please sign below)