

Terms and Conditions for Pay It Now White-Label Blockchain Solutions

Effective Date: 10th October 2024

Thank you for choosing Pay It Now NZ Limited's White-Label Blockchain Solutions. The following Terms and Conditions govern your access to and use of our services. By entering into this agreement, you acknowledge that you have read, understood, and agreed to comply with these terms.

1. Definitions

- **White-Label Solution:** A blockchain-based product or software solution, including applications, websites, digital wallets, or other digital assets, developed by Pay It Now NZ Limited, customized with the Client's branding and features.
- **Provider:** Pay It Now NZ Limited, a registered financial services provider in New Zealand (NZBN: 9429048674997) and registered in Australia (AUSTRAC DCE100820697-002).
- **Client:** The party, including individuals, entities, or organizations, entering into the White-Label program agreement with Pay It Now.
- **Agreement:** This entire Terms and Conditions document, including all annexures, amendments, and appendices.
- **Intellectual Property:** Includes but is not limited to software, source code, APIs, user interfaces, trademarks, patents, copyrights, and documentation created by Pay It Now for its White-Label Solution.
- **Confidential Information:** Any proprietary or sensitive information shared between the parties that is either marked as confidential or reasonably understood to be confidential.

2. Overview of Services

- **Non-Exclusive License:** Pay It Now grants the Client a non-exclusive, non-transferable, revocable license to use and customize the White-Label Solution, allowing the Client to operate under their own brand while utilizing the functionalities of Pay It Now's blockchain technology.
- **Customization Services:** Pay It Now will tailor the White-Label Solution to meet the Client's branding needs. This includes incorporating logos, color schemes, and specific interface customizations as outlined in the customization guide. Any further modifications requested by the Client beyond the agreed scope may incur additional charges.
- **Ongoing Support and Maintenance:** Pay It Now will provide continuous technical support, regular updates, and maintenance of the White-Label Solution, including bug fixes, security updates, and performance enhancements throughout the duration of the agreement.

3. Client Responsibilities

- **Regulatory Compliance:** Clients must ensure compliance with all applicable laws, regulations, and industry standards in their jurisdiction, including Anti-Money Laundering (AML), data privacy laws, consumer protection laws, and other relevant regulations.
- **Brand Representation:** Clients are responsible for maintaining the integrity of the brand and user experience according to Pay It Now's guidelines. Clients must not misrepresent or alter the product in any way that conflicts with these terms.

- **Feedback and Suggestions:** Clients may provide suggestions or feedback to enhance the White-Label Solution. Pay It Now retains the right to use this feedback for future improvements without any obligation to compensate the Client.
- **Good Faith and Fair Usage:** Clients are expected to act in good faith, ensuring that their use of the White-Label Solution does not harm Pay It Now's reputation. Any misuse, such as using the solution for illegal activities, unauthorized transactions, or fraud, may result in immediate termination.

4. Fees and Payment Terms

- **Initial Setup Fee:** A one-time setup fee is required for the customization of the White-Label Solution. This fee covers the costs of branding, deployment, and initial setup as agreed upon in the contract. Payment is due before work begins on the customization.
- **Ongoing Service Fees:** Monthly or annual service fees apply for continued access to the White-Label Solution. These fees include maintenance, support, and any agreed ongoing services.
- **Additional Service Charges:** Pay It Now may charge for additional features, modifications, or custom developments requested by the Client that exceed the original scope of the project. These charges will be clearly communicated and require written approval from the Client before implementation.
- **Transaction Fees:** Clients may be subject to transaction fees on user transactions processed through the White-Label Solution. The fee structure, including percentages and conditions, will be outlined in the fee schedule provided during the agreement process.
- **Fee Adjustments:** Pay It Now reserves the right to adjust the fee structure with at least 30 days' notice to existing Clients, allowing them time to review and, if necessary, terminate the agreement before new fees are applied.
- **Referral Program Compensation:** Pay It Now may offer a referral program that compensates Clients for referring other businesses or entities. Payment under this program will be made after successful onboarding and deployment of a referred Client, following the specific terms outlined in the referral program agreement.

5. Intellectual Property

- **Ownership by Pay It Now:** All rights, titles, and interests in the White-Label Solution, including any customizations made for the Client, remain the exclusive property of Pay It Now. The license granted to the Client does not transfer any rights to the underlying technology.
- **Client Branding Rights:** The Client retains ownership of any trademarks, logos, or brand assets provided to Pay It Now for customization purposes.
- **Use Restrictions:** The Client agrees not to attempt to reverse-engineer, decompile, disassemble, or otherwise tamper with the White-Label Solution's software or APIs.
- **Termination of Rights:** Upon termination of the agreement, the Client must cease all use of Pay It Now's technology and return or destroy any materials or documentation related to the White-Label Solution. All customizations will revert to Pay It Now, and the Client will no longer have access to the software.

6. Confidentiality

- **Obligation of Non-Disclosure:** Both parties agree to treat each other's Confidential Information with the highest level of care and not disclose it to any third party without prior written consent, except as required by law.
- **Protection of Proprietary Information:** The Client must not share, reproduce, or disseminate details about Pay It Now's proprietary technology, methods, or business practices with competitors or third parties.
- **Exclusions from Confidentiality:** Confidential Information does not include information that is publicly available, independently developed without access to the other party's confidential data, or obtained lawfully from a third party.

7. Warranties and Limitations of Liability

- **Performance Warranty:** Pay It Now warrants that the White-Label Solution will function as described in the provided documentation and will use commercially reasonable efforts to correct any nonconformance reported by the Client.
- **Disclaimers:** Except as expressly stated in this Agreement, Pay It Now disclaims any implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. Pay It Now does not guarantee uninterrupted or error-free operation of the White-Label Solution.
- **Consumer Guarantees Act:** Services are provided in accordance with the New Zealand Consumer Guarantees Act 1993, ensuring that goods and services meet certain standards of quality and functionality.
- **Limitation of Liability:** Pay It Now's liability for damages under this Agreement, whether arising from breach of contract, tort, or any other cause, shall be limited to the amount paid by the Client to Pay It Now in the 12 months preceding the incident. Under no circumstances shall Pay It Now be liable for indirect, incidental, consequential, or special damages.

8. Term and Termination

- **Agreement Duration:** This Agreement becomes effective upon the Client's acceptance of the Terms and Conditions and remains in effect until terminated by either party with 60 days' written notice.
- **Client Termination:** Clients may terminate the Agreement at any time by providing written notice. Termination will take effect after Pay It Now has had a reasonable opportunity to wind down services and address any outstanding issues.
- **Early Termination Provisions:** If a partnership or service engagement ends before the full scope of services has been completed, Pay It Now reserves the right to retain any setup or service fees already paid by the Client. Refunds, if applicable, will be calculated based on work completed, including costs for planning, meetings, and other preparation.
- **Termination for Cause:** Pay It Now reserves the right to terminate the Agreement immediately for any of the following reasons:
 - The Client engages in activities that are illegal or in violation of AML regulations.

- The Client's actions harm Pay It Now's reputation or violate the usage restrictions outlined in this Agreement.
- Failure to pay fees due under this Agreement.
- Unauthorized use or misuse of the White-Label Solution.

9. Governing Law and Dispute Resolution

- **Jurisdiction:** This Agreement shall be governed by the laws of New Zealand and Australia. Any disputes arising out of or related to this Agreement will be resolved in the courts of New Zealand.
- **Regulatory Compliance:** Pay It Now shall comply with applicable AML regulations, the Fair Trading Act, and the Consumer Guarantees Act 1993 in the provision of its services.
- **Dispute Resolution Process:** In the event of a dispute, both parties agree to first attempt to resolve the issue through informal negotiations. If a resolution cannot be reached within 30 days, the parties may proceed to formal mediation or arbitration.

10. Force Majeure

- **Uncontrollable Events:** Neither party will be liable for delays or failures in performance due to events beyond their reasonable control, including natural disasters, government actions, or regulatory changes that impact service delivery.
- **Client Security Obligations:** Pay It Now is not responsible for losses or security breaches resulting from the Client's failure to secure their own access credentials or systems.

11. Miscellaneous Provisions

- **Entire Agreement:** This document constitutes the entire Agreement between Pay It Now and the Client and supersedes any prior discussions or agreements regarding the White-Label Solution.
- **Assignment:** The rights and obligations under this Agreement cannot be transferred or assigned by the Client without prior written approval from Pay It Now.
- **Amendments:** Any modifications or amendments to this Agreement must be made in writing and signed by authorized representatives of both parties.
- **Notices:** All notices and communications must be sent in writing to the official addresses provided by each party. Notices are considered received upon successful delivery via email or certified mail.
- **Good Faith Clause:** Both parties agree to act in good faith and engage in open communication to resolve any issues or misunderstandings that may arise during the course of their partnership.

12. Contact Information

- **Pay It Now NZ Limited**
Address: Unit 3, 38b Birmingham Drive, Middleton, Christchurch, New Zealand 8024
Email: info@payitnow.io
Phone: +64 3 925 8870

13. Specific Service Terms

- **White-Label Mobile Application:** A fully customizable mobile application designed for the Client's users. Features and functionalities will be based on Pay It Now's template, with deployment timelines provided upon agreement.
- **Web Application:** The Client may request a branded web version of the digital wallet, offering the same functionalities as the mobile app but tailored for desktop use.
- **Widget Services:** A customizable widget that can be embedded on the Client's website or third-party platforms. Functionality includes access to payment processing and user interface adjustments.
- **Card Options:** Digital and physical card issuance, provided through partnerships with card issuers. Clients must adhere to all guidelines set by Pay It Now and issuing partners regarding the distribution of these cards.

14. White-Label Mobile Application

- **Feature Availability:** The white-label mobile application leverages the robust framework of the PIN Network, offering various products and features for customization. Key features include:
 - **On & Off Ramp Facilities:** Allows users to purchase and sell crypto assets, adhering to Pay It Now's regulatory authority and jurisdiction.
 - **Gas-less Exchange/Swap Function:** Users can seamlessly swap between supported digital assets without incurring gas fees.
 - **SHOP Menu:** Access to the PIN Network App's SHOP menu, enabling users to purchase gift cards and other digital products.
 - **User Interface (UI) & User Experience (UX):** A polished and intuitive interface that aligns with the branding of the client.
- **Customization Options:** Clients can customize the application to include their branding, logo, fonts, branding colors, button colors, and overall theme. However, the underlying technology remains powered by Pay It Now's PIN Network and Layer 2 blockchain solution.
- **Development Process:**
 - App development requires a collaborative design approach between Pay It Now's development team and the client. This process begins after the signing of the agreement and receipt of full payment.
 - **Timeline:** Estimated deployment time is up to 3 months from the date of agreement signing. Additional time may be required for further development work or external delays outside the control of Pay It Now or the client.
 - **Collaboration:** Regular communication and collaborative meetings are essential to ensure timely completion, with all parties maintaining a cooperative and friendly working relationship.
- **Feature Requests:** Clients can request additional features not currently available; however, these requests must be discussed with Pay It Now. If approved, extra costs may apply, and the overall development timeline may be adjusted accordingly.

- **Ownership & Intellectual Property (IP):** While Pay It Now retains ownership of all IP and technology associated with the completed application, the client receives full use rights of the white-labelled solution as agreed upon.

15. Web Application (Webapp)

- **Framework & Functionality:** The white-label web application is based on the same framework as the existing PIN Network webapp (accessible at <https://pinnetwork.app>). It offers the flexibility to choose specific features and functions, tailored to the client's needs.
- **Customization:** Customizable aspects include the client's logo, branding colors, and overall theme. Certain features can be omitted based on client preferences.
- **Deployment & Development:**
 - Deployment time depends on the scope of the project and the chosen features. Additional costs may apply for deploying the webapp on Pay It Now's domain or servers.
 - If deployed on a client's server or domain, strict security protocols must be followed, with Pay It Now retaining IP rights.
- **Ownership & IP:** Pay It Now retains ownership of all underlying technology and IP related to the webapp, while granting the client full use rights under the agreed terms.

16. Widget Customization

- **Customization:** The widget can be tailored to fit the client's needs, including adjustments in size, font sizing, placement on a website, colors, and branding elements like logos. Clients can also choose which digital assets to include.
- **Development Time:** Development timelines vary based on the workload of Pay It Now's tech team, scope of requested changes, and the level of customization required.
- **Approval Process:** The design, deployment, and domain of any widget must be approved by Pay It Now, with a review of the website's purpose and compliance. Pay It Now reserves the right to deny widget implementation on sites that facilitate illegal or fraudulent activities.

17. Card Options

- **Card Issuance Partners:** Card options are provided through partnerships with card issuers. Examples include:
 - **Prezzy Card:** Issued in New Zealand by Epay New Zealand Ltd.
 - **Prezzee Go:** Issued by Prezzee AUS PTY, available through the PIN Network App.
 - **Virtual Debit Mastercard:** Issued by Immersve in partnership with Pay It Now NZ Ltd.
- **Branding & Customization:** Clients can add their logos or branding to cards, adhering to design restrictions set by card partners, Visa, and Mastercard.
- **Ordering & Fees:** Card orders are managed through Pay It Now's systems, and clients will be billed for applicable fees such as international conversion fees, virtual delivery fees, or physical card shipping charges.

- **Compliance & KYC:** End users must comply with AML/KYC regulations as set by Pay It Now and the card issuer. Applications are subject to approval by Pay It Now.
- **Availability & Restrictions:** Pay It Now reserves the right to deny card services to clients or end users and is not liable for issues arising from card issuance, delivery, incorrect fund loads, or fraudulent use. Support will be provided in collaboration with card partners to resolve any issues.

18. Additional Token Conditions

- **Adding Tokens:** Clients can add additional EVM-compatible tokens through Pay It Now's "Additional Tokens Application Process." This process may involve fees and an application.
- **Selection of Tokens:** Clients can choose from existing tokens available on the PIN Network or integrate their own (pending approval). There is flexibility to decide which tokens will be supported in the white-labelled solution.
- **No Guarantees:** Approval is subject to strict criteria, and there is no guarantee that a token will be added to the PIN Network or the client's white-label solution.

19. Marketing & Announcements

- **Brand Guidelines:** Any marketing or promotions involving Pay It Now must comply with its brand guidelines.
- **Approval for Announcements:** Announcements regarding partnerships or white-label agreements must receive prior approval from Pay It Now. Unauthorized announcements may result in partnership termination, with potential forfeiture of deposits or pre-payments.

20. Team Capability & Operating Hours

- **Availability:** Pay It Now's development and operations teams are available during business hours aligned with New Zealand and Australian time zones for meetings and collaboration.

21. Operational Countries

- **Regions:** Pay It Now is fully certified to operate in New Zealand and Australia. Services such as crypto purchasing, payment methods, and SHOP menu features may be restricted in regions outside these countries. Clients should consult with Pay It Now to confirm availability in their intended markets.

22. Payment Conditions

- **Merchant Payments:** Managed through Pay It Now's existing network, with payout agreements to designated client wallet addresses.
 - **Fee Management:** Fees such as transaction, service, and staking fees will be initially collected by Pay It Now, with the remaining balance distributed to the client post-deductions.
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