



Merchant Terms & Conditions

1. Incorporation

These Merchant Terms and Conditions govern and are incorporated into the Nextround Merchant Agreement between the Merchant and Nextround (collectively the "Agreement"). Nextround may change the Terms and Conditions and will communicate this to Merchants accordingly.

2. Term and Termination

This Agreement commences on the effective date as outlined in this agreement and continues until terminated by either yourself or Nextround. Termination of the agreement is available to either party upon written notice of termination to the other party. Termination of this agreement does not affect the Merchant's obligation to honor the redemption of any outstanding vouchers in accordance with this Agreement.

3. Nextround admin fee and discount period

Nextround admin fees are charged against all transactions and deducted from the funds paid to you. The admin fee as communicated to you by your account representative covers all fees to Nextround and there are no additional costs to the program.

4. Sale and redemption of vouchers

Merchants may sell vouchers to Customers (Nextround Users) directly through the Nextround application (referred to as the "App", "Marketplace" and "Platform") in accordance with the Nextround User Terms of Use and this Agreement. The vouchers will evidence the items purchased and will be managed within the User and Merchant accounts via the Nextround App.

Vouchers are redeemed when a Customer presents a valid voucher on their mobile device to a server at the Merchants place of business (café, bar, restaurant etc...). The redemption is executed within the user's app at the time of fulfillment of the purchased goods by the Merchant. Redemption reflects the Customer's acknowledgment of the receipt of the purchased item and server witnessing successful redemption within the Customers app.

Merchants determine the items to sell on the Nextround marketplace, including the sale price of each item. Nextround reserves the right to remove or discontinue any menu items at their discretion.

Merchants are to honor the voucher for the amount paid in accordance with local gift card legislation. Suitable substitute items must be offered in the event the purchased item is no longer available.

Merchants allowing Customers to redeem vouchers for amounts less than the value of the purchased item are responsible for handling any unredeemed amounts as required by law.

Items provided are to be consistent with their descriptions within the Merchant menu on the Nextround app and should not impose any additional fees above what is offered to non-Nextround customers.

All sales are made directly between the Merchant and the Customer. All customer service related to provision of the purchased items is the responsibility of the Merchant.



5. Payment

All payments from Customer purchases are paid directly to the Merchant less transaction fees and Nextround commissions. Transaction fees relate to those charges for payment processing (e.g. MasterCard, Visa processing). Nextround commissions are fees paid to Nextround for the promotion, marketing, reporting and maintenance of the Nextround marketplace.

Merchant is responsible to pay transaction fees and collect all relevant sales taxes and remit to tax authorities accordingly.

All payments are processed through Stripe and Merchant agrees and acknowledges that Nextround will collect and transmit payment data to Stripe for the purposes of settling payment transactions. In order to receive payment, Merchant will be required to setup a Stripe account. The Stripe account will be governed by a separate set of terms and conditions as agreed between Merchant and Stripe. Nextround does not manage Merchants Stripe account on their behalf and is not responsible for any matters relating to Stripe. Stripe is simply the selected payment processor for the Nextround platform.

6. IP and Customer Data

a) *Customer data*

Customer data (name, email, phone numbers etc....) are available to Merchants only to enable the fulfillment of redemption of purchased items and in compliance with applicable laws. If Merchant becomes aware of or suspects any unauthorized access to or use of Customer data, Merchant shall notify Nextround immediately and take steps to remediate the issue. Merchant will cooperate with Nextround in the investigation of such an incident and the mitigation of any damages.

b) *Merchant IP*

Merchant grants Nextround the right to use the Merchant name, logos, trademarks and audiovisual content in connection with delivery of the Nextround marketplace. Additionally, for any 3rd party IP that Merchant wishes to use, Merchant has the right to use and sub-license on a royalty free basis such IP.

c) *Nextround IP*

Merchant acknowledges and agrees that Nextround owns all intellectual property related to Nextround trade names, logos, trademarks, social media identifiers and data collected through the site. Merchant can use Nextround IP only with written permission.

7. Indemnity

To the extent allowed under applicable law, Merchant agrees to defend, indemnify and hold Nextround, and any of its respective officers, directors, agents and employees, harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses arising out of or relating to any of the following: (a) any breach or alleged breach by Merchant of this Agreement, or the representations and warranties made in this Agreement; (b) any claim for sales tax obligations of Merchant arising from the sale and redemption of a Voucher; (c) any claim arising out of a violation of any law or regulation by Merchant or law governing Merchant's goods and/or services; (d) any claim arising out of Merchant's violation of law or regulation governing the use, sale, and distribution of alcohol; (e) any claim by a purchaser or anyone else arising out of or relating to the goods and services provided by Merchant and/or pick up of the goods and services at the Merchant location, including but not limited to, any claims for false advertising, product defects, personal injury, death, or property damages; (f) any claim by a purchaser for the Amount Paid; (g) any claim arising out of Merchant's misuse of Customer Data,



or any violation of an applicable data privacy or security law; and (h) any claim arising out of Merchant's negligence, fraud or willful misconduct.

8. Representations and Warranties

- (a) Merchant has the full power and authority to enter into a legally binding contract and perform obligations herein
- (b) Merchant holds all necessary licenses, permits etc. required to enable the sale and fulfilment of items on the Nextround marketplace (e.g. liquor license, tax registrations)
- (c) Merchant has not entered into any agreements during the term of this agreement that would prevent it from complying with or performing under this agreement
- (d) Nextround is not responsible for the products or services you sell, or that customers purchase using these services
- (e) Merchant is appropriately registered for GST as applicable by law
- (f) Vouchers for items sold by the Merchant will be made immediately available for redemption and will ensure sufficient supply of the goods to enable redemption
- (g) Menu items sold will be compliant with the relevant laws
- (h) Merchant owns the relevant IP related to the items being sold
- (i) Merchant IP does not include any unlawful or inappropriate materials
- (j) Merchant items and advertising of goods and services will not constitute false, deceptive or unfair advertising under the applicable law
- (k) Merchant items are free from defects, are suitable and fit for purpose

9. Confidentiality

"Confidential Information" means any confidential, proprietary or other non-public information disclosed by one party to the other party. Merchant expressly agrees not to disclose any confidential information to any party except as required to perform this agreement or as required by law. Merchant will only disclose to employees, parent companies, shareholders, lawyers and accountants on a strict need to know basis only or as required by law.

10. Limitation of Liability

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS OF MERCHANT OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, OR LOSS OR INACCURACY OF DATA OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND NEXTROUND'S SOLE AND COMPLETE LIABILITY TO THE MERCHANT FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY ERRORS, OMISSIONS OR MISPLACEMENTS OF ANY VOUCHER IS LIMITED TO THE AMOUNT OF COMMISSIONS RETAINED BY NEXTROUND IN THE PRECEEDING THREE (3) MONTHS AFTER FINAL CALCULATION AND RECONCILIATION OF ALL REFUNDS.

11. General

Merchant agrees that all items sold comply with the relevant laws regarding gift cards in the local jurisdiction including expiration dates.

Merchant is not authorized to transfer or assign its rights or obligations under this Agreement whether by operation of law or otherwise, without notification to Nextround. Nextround is authorized to transfer



or assign this agreement to a present or future affiliate or pursuant to a merger, consolidation, restructure or sale of the business, or by operation of law, without notice to the Merchant.

Except as expressly stated in this agreement, neither party makes representations nor warranties, express nor implied, including but not limited to any implied warranty or merchantability, fitness for a particular purpose or non-infringement. Nextround does not guarantee or warrant that the services offered on or through the website and related services (mobile application) will be uninterrupted or error-free, that the vouchers are error-free, or that any Merchant will generate revenue or profit.

If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement are not affected.