

TravelPay – Customer Terms & Conditions:

Effective 27 October 2016

Under the TravelPay facility, TravelPay advances Travel Agents funds to enable Travel Agents to provide a lay-by service to its Travel customers allowing them to pay for their Travel by multiple instalments. These terms and conditions form part of the Customer Set Up Form (CSF) executed by the Customer wishing to pay the Customer's Travel Agent for Travel by instalment in accordance with the TravelPay program provided to the Travel Agent by TravelPay (operated by Zenith Payments Pty Ltd ABN 71 083 359 684). By completing and executing the CSF, the Customer agrees to be bound by the terms and conditions set out below (the "Terms").

1. Definitions:

Card means the credit or debit card account nominated or used by the Customer for payment of instalment payments for Travel.

Customer means a person who requests to book Travel with a Travel Agent and pay for that Travel by instalment using the TravelPay Program.

Customer Set Up Form (or CSF) means the form signed by the Customer and the Travel Agent to apply for the TravelPay facility.

Fees means all fees charged to Customers by TravelPay for the provision of the TravelPay service including establishment fees and card processing fees.

Travel means the travel service described in the CSF, being the travel arranged by the Customer with the Travel Agent, including any additional travel arranged due to any permitted changes or cancellations, and includes single-trip travel insurance, but excludes multi-trip (annual) travel insurance.

Travel Agent means the licensed agent with whom the customer has booked Travel.

Travel Provider means the airline, accommodation provider or other service provider who is providing the Travel.

TravelPay (us) means the service developed by Zenith Payments Pty Ltd ABN 71 083 359 684 that enables Travel Agents to offer to customers Travel paid by instalments.

2. Contract:

2.1 These Terms apply to any Customer from the date upon which TravelPay accepts a CSF.

2.2 These Terms do not operate to vary or affect in any way the meaning, operation and effect of any other contract to which the Customer is a party, including, without limitation, the terms and conditions of arranged Travel or any agreement regulating the use by the Customer of the Card used.

3. Your Card account:

3.1 The Customer is responsible for ensuring that the entity issuing the Card will enable payments authorised by the Customer in the CSF. The Card account used must be in the same name as the Customer and the Customer is responsible for ensuring that they have authority to nominate the Card used to process payments.

3.2 TravelPay is not responsible or liable in any way for any failure by any entity issuing the Card to remit payments. The Customer is liable for any and all expense, damage or loss incurred by TravelPay in the event of the misuse or unauthorised use of the Card by the Customer and the Customer must reimburse any such amounts to TravelPay. TravelPay will not be liable for any fraudulent use of the Card.

3.3 The Card account must be a Visa or MasterCard credit or debit card issued by an Australian operated institution.

4. Eligible Customers & Travel

4.1 TravelPay is available only to Australian citizens or permanent residents over the age of 18 years wishing to make applicable Travel bookings with the Travel Agent.

4.2 The departure date of the Travel booking must be at least 14 days after the date of the last scheduled TravelPay instalment.

5. Payment Procedures

5.1 The Customer authorises TravelPay to debit the Card for the instalment amounts due, on behalf of the Travel Agent.

5.2 The Customer authorises TravelPay to debit the Card for the Fees owed to TravelPay.

5.3 Upon acceptance of the CSF, TravelPay will process the establishment fee specified in the CSF in addition to the first instalment payment for the arranged Travel. Subsequent scheduled instalments will be processed in subsequent months on the same day of the month as the first instalment (or the first business day after this day).

5.4 On the scheduled instalment dates, TravelPay will process the instalment payments as per the CSF. The Fees will be added to the instalment amounts processed.

5.5 If an alternative Card is to be used, the Customer must notify TravelPay immediately by completing an Update Details Form which is available by emailing info@travelpay.com.au.

5.6 Regardless of when a payment is processed, the payment will not be regarded as completed unless and until the entity issuing the Card authorises and settles the payment according to the settlement arrangements relating to the payment. TravelPay will not be obliged to process a payment after 5.00 pm or on a day trading banks are not

open for business until the next day upon which trading banks are open for business.

5.7 In the event of a payment that the Customer initiated or authorised us to process under this agreement being rejected by the Customer's bank or another party, the Customer will be obliged to make a successful replacement payment to TravelPay within 5 working days. If the payment is still outstanding, TravelPay has the right to direct the Travel Agent to cancel all Travel arrangements immediately and direct the Travel Agent to request the maximum refund from the Travel Provider(s) for the cancelled Travel. You acknowledge that the refunded amount will be applied by us against any amounts owed to us by the Travel Agent in respect of your Travel prior to any refund being paid to you where it exceeds the amount owed to us by you or the Travel Agent in respect of your Travel. If the amount refunded to us plus the instalment(s) you have paid to us (excluding any fees) is insufficient to cover the amount we advanced to the travel agent, we are entitled to charge your credit card or otherwise demand payment from you for the amount of that deficit.

5.8 In addition to 5.7, in the event of a payment that the Customer initiated or authorised us to process under this agreement being rejected by the Customer's bank or another party, a 'Failed Payment Fee' of \$50 (including GST) will be deducted from the Customer's Card after TravelPay receives notification of the rejected payment. Should the Failed Payment Fee also be rejected, TravelPay reserves the right to act in accordance with clause 5.7 as if an instalment payment remains outstanding for 5 business days.

5.9 The Customer provides a non-revocable authority to TravelPay to give instructions on the Customer's behalf to the Travel Agent (including for cancelling or amending travel) until all instalments have been successfully paid.

5.10 The Customer relinquishes any right to contest or cancel the TravelPay processed payment on the Card and acknowledges that any payments made under this agreement that are subsequently disputed or charged back or which TravelPay is required to refund to the entity issuing the Card, will not be forwarded to the Travel Agent. The Customer will remain obliged to remake any such payment due to TravelPay under the terms of the Customer's agreement with the Travel Agent.

6. Cancellations & Changes:

6.1 The Customer can cancel the TravelPay arrangement by contacting TravelPay or Travel Agent up until the final scheduled instalment and is entitled to a refund of their instalment payments less our fees and any amount that is non-refundable by the Travel Provider of your Travel for any reason. For example, some early bird airfares are non-refundable and the Customer should be aware of the supplier terms for the Travel.

6.2 Our cancellation fee is \$250.

6.3 TravelPay fees including the establishment fee, card processing fee and any cancellation fee are not refundable.

6.4 If the Customer wishes to change or reschedule the Travel subject to the Travel Agent's or Travel Provider's terms and conditions, the Customer is responsible for any further costs.

6.5 TravelPay is not responsible for any fees or additional payments required as a result of the Customer requesting to cancel, change or reschedule Travel.

6.6 TravelPay strongly recommends Customers arrange travel insurance as recommended by your Travel Agent which may cover the Customer for lost luggage, medical expenses, changing travel arrangements (including after the final instalment is made), etc.

6.7 On request of any Government regulator, your Card issuer, the Travel Agent, or to reasonably ensure that it is acting in accordance with the law or any relevant rules or regulations, TravelPay can terminate the payment arrangements contained in these Terms at any time by giving notice to the Customer, and may require immediate payment in full of outstanding and scheduled instalments.

7. Privacy:

7.1 TravelPay will collect, use and store your personal information in accordance with TravelPay's privacy policy. Full particulars of this policy are below or available by emailing info@travelpay.com.au.

7.2 Without limiting the operation of the TravelPay privacy policy, the Customer expressly authorises TravelPay to disclose any of the Customer's personal information to the Travel Agent and any other person nominated by the Travel Agent. TravelPay will use the

information specified on the CSF for the purpose of identifying the Customer.

8. Miscellaneous:

- 8.1 TravelPay reserves the right to alter any of the terms in this agreement or on the CSF by posting a change notice on the TravelPay website at least 14 days before the changed terms are to become effective.
- 8.2 The Customer acknowledges that all Travel detailed on the CSF is not final and remains subject to cancellation at the direction of TravelPay to the Travel Agent and will not be provided until all instalment payments and Fees have been successfully paid in full and not subsequently disputed or refunded. As such, the Customer acknowledges that the Travel Agent will accept instructions from TravelPay in relation to changes or cancellations to Travel under this agreement or where instalment payments are not made in accordance with clause 5 above.
- 8.4 The Customer acknowledges that TravelPay is not responsible for the payment for any service between the Customer and the Travel Agent other than as detailed on the CSF.
- 8.5 The earning by the Customer of reward points and the provision of interest free days are subject to the terms and conditions of the Card used by the Customer. The Customer should contact their Card issuer for details to verify the reward points or interest free days they may be entitled to.
- 8.6 The Customer releases and indemnifies TravelPay from and against any action claim, loss, proceeding, cost, liability or expense (a "Claim") suffered or incurred by the Customer in relation to, in connection with or as a direct or indirect result of any failure by the Customer to pay the instalment payments and any other Fees outlined in the CSF.
- 8.7 As a separate, primary and severable liability, you indemnify and must keep TravelPay indemnified from and against any Claim suffered or incurred by TravelPay in relation to, in connection with or as a direct or indirect result of any payment or purported payment of Travel pursuant to your CSF subsequently being rejected, invalidated or disputed. It is not necessary for TravelPay to seek recovery or enforce any right against any other person or incur expense, loss, or damage or make payment before enforcing a right of indemnity conferred by these terms and conditions.

PRIVACY POLICY & NOTIFICATION

1. INTRODUCTION

This Privacy Policy and Notification (Policy) describes how TravelPay collects, holds, uses and discloses personal information consistent with the Australian Privacy Principles.

This Policy also serves as notification to individuals of the matters required to be notified by the Australian Privacy Principles.

By providing personal information to TravelPay and having access to this Policy, either directly or through a business partner or service provider, an individual consents to TravelPay collecting, holding, using and disclosing personal information in accordance with this Policy.

2. THE PERSONAL INFORMATION COLLECTED BY TRAVELPAY

Personal information collected by TravelPay includes:

Names, gender; phone and fax numbers; home and postal addresses; e-mail addresses; date of birth; banking details (including card and/or bank account details); information shown on the front of photo ID documents e.g. driver's licence; Travel Agent details; travel arrangements; and payment details.

3. HOW PERSONAL INFORMATION IS COLLECTED AND HELD

TravelPay collects the personal information of individuals directly from those individuals when:

- the individual registers to use the program where this Policy is located or linked
- TravelPay is providing services to those individuals
- the individual makes an inquiry about a product or service.

TravelPay also collects an individual's personal information from:

- Travel Agents and suppliers,
- Banking partners,
- Payment processors
- its business partners whose programs TravelPay manages and operates
- service providers who are involved with selling and delivering products or services to an individual for or in conjunction with TravelPay.

Personal information received by TravelPay is held in paper form and / or electronically on the information technology systems of TravelPay and may only be accessed by its authorised employees and contractors who require access in connection with the purposes described in this Policy.

Some personal information is held in hard copy such as a registration form. This information is accessible to customer support and other required staff members, their managers and the organisations which are contracted by TravelPay to store and secure that information. Other hard copy personal information may be held for internal Company purposes and administration of TravelPay's business.

4. IF INFORMATION OR CONSENT IS NOT PROVIDED

Without all of the required personal information being provided or consent being given, TravelPay will not be able to provide the product or service an individual is seeking, and may not be able to handle inquiries or claims in connection with those products or services.

5. PURPOSES

Personal information will be collected, held, used and disclosed for the purposes of:

- facilitating the set up and delivery of a service
- handling inquiries or claims about a service
- security checks to verify the identity of an individual
- internal and external auditing
- administering the information technology systems used by TravelPay
- as required by law or a court or tribunal order
- any related, secondary or ancillary purposes.

6. DIRECT MARKETING

Personal information may be used or disclosed to inform individuals about products, services and other opportunities (direct marketing). If an individual does not want their personal information used or disclosed for direct marketing, then they may opt out or unsubscribe by selecting the option appearing on the direct marketing communication or by contacting TravelPay at the details below.

7. DISCLOSURE OF PERSONAL INFORMATION

TravelPay may disclose personal information to its business partners and third party service providers to perform activities in connection with the purposes described in this Policy. This includes organisations such as Travel Agents and suppliers, banking partners and payment processors.

As TravelPay is a member of a group of companies, then each member of the group may share and access personal information in connection with the purposes described in this Policy.

Some of the organisations to which TravelPay will disclose personal information may be located outside Australia. By accessing the website or opens a document or an email on which this Policy is located or linked, the individual is directed to read it and as a result, giving consent to the collection, handling, use and disclosure of personal information by TravelPay in accordance with this Policy. One of the things the individual consents to is that TravelPay is not required to ensure that an overseas recipient of personal information complies with the Privacy Act 1988. (You can see Australian Privacy Principle 8.1 by going to: <http://www.oaic.gov.au/>).

An individual may not be informed of each occasion personal information is shared or accessed by group companies or an overseas recipient.

8. ACCURACY AND PROTECTION OF PERSONAL INFORMATION

An individual will need to ensure that the personal information which is provided is accurate, complete and up-to-date at the time it is provided and must notify TravelPay of any changes.

TravelPay will take reasonable steps to protect the personal information that it holds from misuse and loss and from unauthorised access, modification or disclosure. TravelPay's information technology systems are protected by various technology solutions. However, TravelPay will not be liable for direct or indirect loss or damage in connection with unauthorised access, use, alteration, destruction or disclosure of personal information.

9. WEBSITE USE

TravelPay collects personal information when individuals use TravelPay's websites. This information could include personal and payment details in relation to the usage and provision of TravelPay's services.

10. ACCESS TO PERSONAL INFORMATION

An individual may see and have a copy of their personal information that TravelPay holds. If an individual establishes that their personal information is not accurate, then on request TravelPay will take reasonable steps to correct it. An individual who seeks to exercise their rights of access and correction must contact in writing TravelPay at the details below. A charge will apply commensurate with the nature of the request.

11. COMPLAINTS

An individual may make a complaint in writing about how their personal information has been dealt with by explaining the nature of the complaint and providing sufficient information to enable TravelPay to respond to the complaint. TravelPay will respond in writing to a written complaint within 30 days of receipt.

If the complaint remains unresolved, then the individual has the option of notifying the Office of the Australian Information Commissioner.

12. ACKNOWLEDGEMENT AND CONSENT

When an individual accesses the website or opens a document or an email on which this Privacy Policy and Notification is located or linked, the individual is directed to read it. As a result, the individual is notified of the matters that TravelPay must notify in accordance with the Australian Privacy Principles and consents to the collection, handling, use and disclosure of personal information by TravelPay in accordance with this Policy.

TravelPay contact details: TravelPay, Reply Paid 79683, Balmain NSW 2041.

Policy last updated: 27th October 2016