



Smart Dash Merchant Portal

Dated 1 December 2023

Introduction

1. The **Smart Dash Merchant Portal** ("Smart Dash Portal") is a desktop browser-based portal that allows merchants to view their transaction history in real-time with respect to transactions performed using the Smart Sync App. The Smart Dash Portal also enables users to perform certain additional functions such as view health of terminal, perform self-service functions on your merchant facility, add/remove portal users and export transaction data.
2. This document sets out the terms and conditions that apply between you and us when you use the Smart Dash Portal (Portal Terms). These Portal Terms supplement the agreements you have with us with respect to your merchant facility and any related services such as the Smart Sync App (Merchant Agreement). To the extent of any inconsistency with other provisions of the Merchant Agreement these Portal Terms prevail. Unless otherwise defined in these Portal Terms, capitalised words used in these Portal Terms have the same meaning given in Part 5 of the Merchant Agreement.

Terms

1. The Smart Dash Portal service and any products, material or content made available through the service are licensed, not sold, to you for use only under the terms of these Portal Terms.
2. We and our licensors retain all right, title and interest in and to the Smart Dash Portal and all components thereof, including all patent, copyright, trademark, and trade secret rights, whether such rights are registered or unregistered, and wherever in the world those rights may exist (collectively, "Intellectual Property Rights"). You shall not commit any act or omission, or permit or induce any third party to commit any act or omission, inconsistent with our Intellectual Property Rights. We or our licensors own all graphics, user and visual interfaces, images, code, applications, and text, as well as the design, structure, selection, coordination, expression, "look and feel", and arrangement of the Smart Dash Portal and its content, and the trademarks, service marks, proprietary logos and other distinctive brand features found in the Smart Dash Portal. We shall retain title to all copies of the Smart Dash Portal and any part thereof provided to or downloaded by you.
3. Subject to your compliance with these Portal Terms, we grant to you a limited, non-exclusive, non-transferrable, revocable license to use the Smart Dash Portal on any compatible device that you own or control.
4. You may not rent, lease, lend, sell, redistribute or sub-license the Smart Dash Portal. You may not copy, decompile, reverse engineer, disassemble, or attempt to derive the source code of, modify, or create derivative works of the Smart Dash Portal, any updates, or any part thereof. You must not upload or introduce any viruses or other computer-programming software intended to damage, harm or interfere with the Smart Dash Portal or any system, software, hardware, telecommunications equipment, data or personal information, or do anything that could disable or impair the proper working of the Smart Dash Portal.
5. Your licence to use the Smart Dash Portal as set out in these Portal Terms, will terminate:
 - a. without notice from us if you fail to comply with these Portal Terms or the Merchant Agreement;
 - b. if the merchant facility is terminated or expires.
6. In addition to the termination rights elsewhere in the Portal Terms or the Merchant Agreement, we reserve the right to block your access to the Smart Dash Portal or disable the Smart Dash Portal altogether, in the event that:

- a. You breach any of the terms in these Portal Terms, the Merchant Agreement or any other terms that have been agreed by you related to the Smart Dash Portal;
 - b. We are unable to verify or authenticate your access to the Smart Dash Portal; or
 - c. We have reasons to believe that the individual logging into the Smart Dash Portal is not acting as an authorised user.
7. Upon termination of the licence, you shall cease all use of the Smart Dash Portal.
 8. You acknowledge that the use of the Smart Dash Portal requires WiFi or mobile data connectivity to download, access or use and that you are responsible for any charges for internet access on the device.
 9. By accessing the Smart Dash Portal, you represent and agree that:
 - a. You are authorised and have been provided with access the Smart Dash Portal by us;
 - b. You are responsible for the activity arising from access to, use of, or any other act or omission of any users you authorise to access to the Smart Dash Portal; and
 - c. You will take reasonable steps to ensure that access to and use of the Smart Dash Portal is physically and electronically secure from unauthorised use or access;
 - d. You will only use the Smart Dash Portal for the purpose of accessing your Smart Sync App transactions and administrative tasks set out in clause 1 and will not use it for any other purpose; and
 - e. You also agree that you and any users you have authorised access to the Smart Dash Portal will treat and maintain any user ID (such as username, password or other identifier) ("User ID") as confidential and must not share this information with any other person.
 10. The Smart Dash Portal has different authorised user types, each with different authority, being: (i) administrator (ii) standard user; and (iii) view only user access. Specifically, the which can be summarised as:

	Ability to take payments via the SmartDash Portal	User Management (including the ability to add users)	Perform self-service functions	View transactions information
Administrator	Yes	View and edit	View and edit	Enabled
Employee User	Yes	Disabled	View only	Enabled
View only User	No	View only	View only	Enabled

11. We do not guarantee continuous, uninterrupted access to the Smart Dash Portal and operation of the Smart Dash Portal may be interfered with by numerous factors outside our control. We are not liable for any delay or failure in the performance of the Smart Dash Portal to the extent caused by any event or circumstance outside our reasonable control, including any direct or consequential losses. We are not liable if at any time or for any reason you are unable to access the Smart Dash Portal for reasons that are beyond our reasonable control. To the extent permitted by law, we are also not liable for any failures or impact to the performance of your device that you are using to access the Smart Dash Portal. Under no circumstances will we be liable for loss or damage caused by:
 - a. your access or use (or that of any authorised user) of the Smart Dash Portal that is inconsistent with these Portal Terms;

- b. any unauthorised access of servers, infrastructure, or data used in connection with the Smart Dash Portal;
 - c. interruptions or cessation of the Smart Dash Portal that are beyond our reasonable control;
 - d. any bugs, viruses, or other harmful code that may be transmitted to or through the Smart Dash Portal; or
 - e. any errors, inaccuracies, omissions, or losses in or to any data provided to us. We are not liable if at any time and for any reason you are unable to access the Smart Dash Portal. Where we are liable, our liability will be limited to supplying the Smart Dash Portal again, or paying to have the Smart Dash Portal supplied again.
12. You agree that we may periodically collect and use technical data and related information, including but not limited to technical information to facilitate the provision to you of software updates, product support, technologies and other services related to the Smart Dash Portal. We may use this information, as long as it is in a form that does not personally identify you. The foregoing does not prejudice the application of any other privacy or data policies that we may have with you outside this Portal Terms.
13. We may change these terms at any time by giving notice in accordance with your Merchant Agreement with us. We will notify you of any changes electronically via the Smart Dash Portal. We will require you to confirm your acceptance of the changes to continue to use the Smart Dash Portal.
14. We take all reasonable steps to ensure that the information available through the Smart Dash Portal is correct and updated regularly. We also try to protect your account information from unauthorised access during transmission through electronic means. However, we will not otherwise be liable for any unauthorised access by any means to that information.