

# GoCardless Advisor Program Terms and Conditions

Promotion: Get a 15% discount on transaction fees for your business when you refer a new merchant that signs up to GoCardless and processes six Eligible Payment Actions (and they will also receive a 90% discount on transaction fees for 6 months (the "**Discount**").

## **How to Qualify**

To enter the Promotion, you must be an Eligible Advisor that sends an invitation to Eligible Merchants through the unique Optimise referral link. Eligible Merchants must sign-up to GoCardless via that Optimise Link or GoCardless Sales Representative ("Registration Method") and complete six (6) Eligible Payment Actions (to become an "Active Eligible Merchant"). Active Eligible Merchants must complete their first Payment Action within 30 days of sign-up and all six (6) Payment Actions within their Qualification Period, subject to the terms and conditions below. The offer in this Promotion cannot be claimed in conjunction with any other promotion.

## **Eligible Advisors**

Eligible Advisors are business entities registered in the Applicable Region that are new or existing GoCardless merchants. Eligible Advisors include accountants, bookkeepers, consultants, and business advisors in the finance sector. Eligibility is subject to approval by GoCardless.

# **Applicable Region**

Applicable Region means Australia and New Zealand.

## **Eligible Merchants**

Eligible Merchants are new GoCardless customers that: (a) are registered in the Applicable Region, (b) have not processed a payment via GoCardless within the past 12 months, (c) are not in the same group of companies as an existing active customer of GoCardless, (d) are not, or any of its directors are not, listed as a director or ultimate beneficial owner of an existing active customer of GoCardless.

# **Active Eligible Merchants**



Active Eligible Merchants are entities that are registered in the Applicable Region that are new GoCardless customers who create a self-serve or sales served account with GoCardless via the Registration Method or through a sales representative during the Promotion Period. Active Eligible Merchants must not: (i) be a previous customer of GoCardless, (ii) have processed a payment via GoCardless within the past 12 months, (iii) be in the same group of companies as a merchant who has processed a payment via GoCardless before. To become Active Eligible Merchants, Eligible Merchants must process the first Payment Action within the 30 days of sign-up and all six (6) Eligible Payment Actions within three (3) months of sign-up.

## **Eligible Payment Actions**

There are two actions that count as Eligible Payment Actions – (i) the Eligible Merchant creating a direct debit and/or instant bank pay ("IBP") mandate, or (ii) the Eligible Merchant successfully collecting a direct debit and/or PayTo transaction using their GoCardless Account, subject to the terms and conditions below, during the Promotion Period.

# **Qualification Period**

Starts on the date upon which Eligible Merchants sign up to GoCardless via the Registration Method and ends three (3) months after such date. The 15% discount on transaction fees will be applied to an Eligible Advisor's account for a period of one year, starting from the date the discount is first applied. To qualify for a renewal of the 15% discount for an additional year, Eligible Advisors must refer and successfully onboard a minimum of five (5) new Active Eligible Merchants during the preceding 12 month period, subject to approval by GoCardless.

## **Validation Period**

This is a 30-day period after the Active Eligible Merchant has completed all six (6) Eligible Payment Actions, during or after the Qualification Period. Both Eligible Advisor and the Active Eligible Merchants will have their respective discounts applied to their GoCardless account 14 to 90 days after the Validation Period.

## **Transaction Fees**

Transaction fees refers to all fees payable to GoCardless for each transaction processed on behalf of Eligible Merchants and Active Eligible Merchants. Eligible Merchants and Active Eligible Merchants will still be liable for any Chargeback Fees for unsuccessful transactions. For more information, <u>visit our pricing page</u>.

## **Chargeback Fees**

Chargeback Fees are fees charged when a customer's bank successfully reverses a payment that was previously collected. The 90% and 15% discounts on transaction fees do not include Chargeback Fees.



#### Discount

Eligible Advisors and Eligible Merchants who meet the criteria outlined in these terms and conditions will each be entitled to receive 15% and 90% discounts on Transaction Fees respectively.

#### **TERMS AND CONDITIONS**

Please read the following terms and conditions before you participate in the Advisor Program (the "**Promotion**"). The following Terms and Conditions will apply. If you do not agree with these Terms and Conditions, you must not participate in the Promotion. We recommend you print or store a copy of these Terms and Conditions for your reference throughout the Promotion.

#### 1. PROMOTER

1.1. The Promoter of the Promotion is GoCardless Limited registered in England and Wales under company number 07495895 and whose registered office address is Sutton Yard, 65 Goswell Road, London, ECIV 7EN (referred to as "GoCardless", "we", "us", "our").

1.2 In order to be eligible to participate in the Promotion you must be located in the Applicable Region.

# 2. ENTRY REQUIREMENTS

2.1. Participation in the Promotion is limited to entities that are registered in the Applicable Region ("Eligible Advisors" and "Eligible Merchants").

An Eligible Merchant:

- a. Is a registered business entity in Australia or New Zealand.
- b. Has never signed up for a GoCardless account and is a new GoCardless customer.
- c. Creates a GoCardless account (self-serve or sales served) using the Optimise Link shared by the Eligible Advisor
- d. Is not a previous customer of GoCardless;
- e.Has not processed a payment via GoCardles in the past 12 months; and
- f. Is not in the same group of companies as a merchant who has processed a payment via GoCardless before ("Eligible Merchants").
- 2.2. To take part in the Promotion, Eligible Advisors must send their Optimise Link to Eligible Merchants who must, within the Promotion Period:

- a. Sign up to GoCardless via the unique Optimise Link;
   b. Create a GoCardless Account;
- c. Complete the GoCardless account Verification process, and be approved, pursuant to the GoCardless General Terms and Conditions (the "Agreement");(https://gocardless.com/legal/merchants/); and
- d. Successfully complete six (6) payment actions through their GoCardless Account (to become an "Active Eligible Merchant"). You should note that there are two types of payment actions (i) the Eligible Merchant creating a direct debit and/or instant bank pay ("IBP") mandate, or (ii) the Eligible Merchant successfully collecting a direct debit and/or PayTo transaction(together the "Eligible Payment Actions"). In the context of payment action (ii), if the transaction is created by an Eligible Merchant during the Promotion Period, but not collected byGoCardless until after the Promotion Period, this will not be classified as an Eligible Payment Action, and the Eligible Merchant will therefore not be deemed as an Active Eligible Merchant ("Advisor Program Eligibility Criteria").
- 2.3. For the avoidance of doubt, Eligible Advisors must share their Optimise Link directly with the Eligible Merchant. If the Eligible Merchant receives a link from a third party and signs up to GoCardless as a result of the link received from the third party, the Advisor Program Eligibility Criteria will not be met.
- 2.4. The Promoter accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason.

## 3. START AND END DATES



3.1. The promotion period for the 15% discount element of the Promotion commences at 09:00 AEST on 3 September 2025 ("Start Date") and continues indefinitely, unless the Eligible Advisor no longer meets the Advisor Program Eligibility Criteria ("Promotion Period").

3.1a. The Promotion Period for the 90% discount on Transaction Fees element of the Promotion commences when an Eligible Merchant claims the offer by signing up to GoCardless via the Eligible Advisor's Optimise Link and automatically ends at 23:59 AEST on the six months after the Eligible Merchant becomes an Active Eligible Merchant.

3.1b. The period during which Eligible Merchants must process the Eligible Payment Actions through their GoCardless Account starts on the date upon which Eligible Merchants sign-up to GoCardless via the Registration Method and ends three (3) months after this date ("Qualification Period")

- 3.2. Entries received before the start date, or after the closing date, will not be accepted and will be invalid unless otherwise decided by GoCardless acting in its sole discretion.
- 3.2. GoCardless' normal transaction fees will automatically apply after the Promotion Period. This means that if a transaction is created by an Eligible Merchant during the Promotion Period but not successfully collected by GoCardless until after the Promotion Period, normal transaction fees will apply. Visit our pricing page for more information.

## 4. THE DISCOUNT

4.1. Each Eligible Advisor that invites an Eligible Merchant, via their Optimise Link, that meets the Advisor Program Eligibility Criteria will be entitled to receive the following discount from the Promoter (the **Discount**"):

Advisor Discount payable to the Eligible Advisor	15% Transaction Fees discount when Eligible Advisors refer at least one Active Eligible Merchant
Eligible Merchants	90% discount on

Discount	Transaction Fees when Eligible Merchants meet the Advisor Program Eligibility Criteria
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- 4.2. The Eligible Merchants must sign up via the Registration Method and complete six (6) Eligible Payment Actions within their Qualification Period to trigger the promotion benefits for both parties
- 4.3 After reviewing the number of Eligible Merchants that signed up through the Eligible Advisor's Optimise Link and went on to meet the Advisor Program's Eligibility Criteria (including becoming an Active Eligible Merchant) in any given month, the Discount will be automatically invoiced to the Promoter via the Optimise system on or around the 12th of the following month.
- 4.4 The Discount is due and applicable by the Promoter to the Eligible Advisor's GoCardless account 14 to 90 days after the Validation Period.
- 4.5. The Discount is inclusive of any applicable VAT or similar taxes and is payable in AUD or NZD.
- 4.6. Eligible Advisors are liable for any tax consequences of the receipt of the Discount, and we accept no liability to Eligible Advisors in relation thereto.
- 4.7. The Promotion is subject to a total transaction volume limit for the region the Eligible Advisor is located in, as outlined below:

## Australia and New Zealand: \$45,000 AUD/NZD

4.8. GoCardless reserves the right to apply normal transaction fees to every transaction that exceeds the transaction volume limits set out above.

## 5. RESTRICTIONS AND REQUIREMENTS

- 5.1. Access to the internet is required in order to participate in this Promotion.
- 5.2. This Promotion is available to Eligible Advisors and Eligible Merchants based in Australia or New Zealand.5.3. Eligible Advisors have no authority to enter into negotiations with, or enter into or conclude contracts

negotiations with, or enter into or conclude contracts with, Eligible Merchants, in relation to the supply of the Promoter's service.

- 5.4 In relation to the referrals of Eligible Merchants, Eligible Advisors agree that they will not:
- a. Pledge the 15% discount provided by the Promoter
- b. Enter into any compromise with Eligible Merchants;
- c. Incur any obligation on the Promoter's behalf;



- d. Give any warranty or guarantee in respect of the Promoter's service without the Promoter's prior consent:
- e. use any promotional materials which are not supplied or approved by the Promoter;
- f. make, receive or accept any secret income, profit or other benefit in connection with this Promotion, other than as expressly set out in these terms and conditions; and
- g. do anything which would harm the reputation of the Promoter.
- 5.5. The Promoter reserves the right to withdraw or restrict the Promotion and these Terms and Conditions at any time without notice.
- 5.6. The Promoter has the final decision as to whether or not entrants meet the definition of Eligible Advisor, Eligible Merchant and Active Eligible Merchant, and whether such Eligible Merchant has met the definition of Eligible Payment Actions.

#### 6. FAIR USE

- 6.1. If the Promoter has reasonable grounds to believe that an Eligible Advisor has engaged in any fraud or abuse of this Promotion, we may at our sole discretion take any actions we see fit in such circumstances, including but not limited to cancelling, terminating, withdrawing, modifying, restricting or suspending the Promotion or these Terms and Conditions.
- 6.2. We reserve the right to charge any participant for full Transaction Fees incurred during the Promotion Period where we reasonably believe such Eligible Advisor or Eligible Merchant acted fraudulently to qualify for the Promotion or otherwise acted in violation of these terms.
- 6.3. 6.2. If any Eligible Advisor and/or Eligible Merchant attempts to circumvent the terms of this Promotion, including by creating multiple GoCardless accounts, such Eligible Merchant's participation in the Promotion will be suspended and their GoCardless account may be suspended or closed.

## 7. LIMITATION OF LIABILITY

7.1. To the fullest extent permissible by law, the Promoter will not be liable for any loss or damage whatsoever which is suffered or sustained as a result of participation in the Promotion, receipt of the 15% discount and 90% transaction fee discount, from the

Promoter's refusal to allow a participant to take part in the Promotion or our withdrawal of the Promotion

- 7.2. The Promoter does not recommend or guarantee the performance of any contractual or other obligations of any third parties mentioned in these Terms and Conditions. Nothing in these Terms and Conditions will limit the Promoter's liability for death or personal injury caused by its negligence or for fraud
- 7.3. To the extent permitted by applicable law, the Promoter's liability under or in connection with the Promotion or these Terms and Conditions shall be limited to the retail price of the I5% discount and 90% transaction fee discount in question.

## 8. GENERAL

- 8.1. In the event of unforeseen circumstances beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, withdraw, modify, restrict, or suspend the Promotion or these Terms and Conditions, either in whole or in part, with or without notice.
- 8.2. Eligible Advisors and Eligible Merchants in the Promotion are deemed to have read and accepted these Terms and Conditions.
- 8.3. These Terms and Conditions (and any contractual or non-contractual disputes arising out of or in connection with them) shall be governed by and construed in accordance with the laws of England and Wales. Any disputes relating or connected to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 8.4. If you have any questions about how to enter or in connection with the Promotion, please email advisors@gocardless.com.