

## TERMS AND CONDITIONS – SAVED CARD PAYMENT AT BRANCH VIA ADYEN – CUSTOMER TRADE ACCOUNT PAYMENTS

### 1. WHO AND WHAT DO THESE TERMS AND CONDITIONS APPLY TO?

- 1.1. The Payment Method Information that is collected will be held by and on behalf of Reece Group by a third party service provider, Adyen Australia Pty Ltd (ACN 162 682 411) (**Adyen**).
- 1.2. These terms and conditions apply to Reece Group customers who expressly opt in to save their Payment Method Information via Adyen.
- 1.3. Members of the **Reece Group** include Reece Australia Pty Ltd (ACN 004 097 090), Viadux Pty Ltd (ACN 087 415 745), Actrol Parts Pty Ltd (ACN 142 654 564), and A.C. Components Pty Ltd (ACN 134 588 935), and their respective subsidiaries, of 57 Balmain St, Cremorne, Victoria, Australia.
- 1.4. The privacy of your information is afforded the highest level of importance by the Reece Group. We are bound by the Australian *Privacy Act 1988* (Cth) (the **Act**), which contains the Australian Privacy Principles (**APPs**) (the **Privacy Laws**), regarding the manner in which we handle your information and how we respond to your requests to access and correct it. This document sets out our information handling procedures and the rights and obligations that both you and we have in relation to your Payment Method Information. These terms and conditions are supplemental to, and should be read in conjunction with, the Reece Group Privacy Policy and the Terms and Conditions of sale applying to your purchase.
- 1.5. When we request your information, you have the right to refuse to provide us with information.
- 1.6. In these terms and conditions, **Payment Method Information** means the following information input by you:
  - a. Card number;
  - b. Expiry date on card; and
  - c. Any verification code (including CVV/CVC verification code).

### 2. COLLECTION OF YOUR PAYMENT METHOD INFORMATION

- 2.1. If you check the option on Adyen to “Save for my next payment”, you are consenting to your Payment Method Information being collected by Adyen at the point of payment processing.
- 2.2. Reece Group will not collect the Payment Method Information, as the payment processing via Adyen is operated by Adyen.

### 3. STORAGE AND DELETION OF YOUR PAYMENT METHOD INFORMATION

- 3.1. Depending on the circumstances, Adyen may hold your Payment Method Information in either hardcopy or electronic form, or both.
- 3.2. Your Payment Method Information will not be provided to Reece Group by Adyen. Reece Group will only be provided with the last four digits of the card number, expiry date and card type (**Non-Sensitive Payment Information**), used only for identification purposes for Reece Group to identify the correct saved card details when instructed to make a future payment by you in accordance with section [4].
- 3.3. Once Payment Method Information is saved, it is associated to your customer trade account within the Reece Group point of sales system (**TRS**) (**Customer Account**).

- 3.4. Your Payment Method Information will continue to be
- 3.5. stored until:
  - a. you delete the Payment Method Information, by asking the branch and or ask for a new authorisation link and click “*Remove*” => “*Remove stored payment method*” => “*Yes, remove*”;
  - b. the Customer Account to which the Payment Method Information is associated, is closed, or otherwise removed or deleted from the Reece Group point of sales system, TRS; or
  - c. the relevant Customer Account is dormant for more than 18 months.

Upon authorising a deletion of Payment Method Information, Reece Group will submit a request to Adyen to delete the Payment Method Information. Once Adyen confirms deletion of the Payment Method Information, Reece Group will delete the Non-Sensitive Payment Information except for the last four digits of the card number which will be maintained by Reece Group for the purposes of tracing a deletion of Payment Method Information and Non-Sensitive Payment Information.

#### **4. ACCESS TO PAYMENT METHOD INFORMATION BY OTHER ACCOUNT USERS**

- 4.1. The Payment Method Information saved by you can be used for transactions on the Customer Account by any other user listed of the Customer Account. After any successful payment on the saved card details, a notification will be sent on the original mode of communication (email / sms) used for saving the details.
- 4.2. ***Note: Link for saving card details will be sent only to the mobile or email id specified under customer details for the account.***
- 4.3. You are responsible for the Customer Account which the Payment Method Information is associated with. If your Payment Method Information is disclosed by you or otherwise through no fault of the Reece Group, Reece Group cannot be held liable for misuse of any Payment Method Information as a result of another person holding your Payment Method Information. If you have input your Payment Method Information to another account, for whatever reason, you are responsible for any use of the Payment Method Information and Reece Group cannot be held liable for any misuse of the Payment Method Information.

#### **5. WARRANTIES PROVIDED BY YOU**

- 5.1. You warrant and represent to Reece Group that you are
  - a. Authorised to use the Customer Account entered and the Payment Method Information submitted via Adyen.
  - b. Authorised to use the relevant Customer Account by the primary Customer Account holder.
  - c. Authorised by the primary Customer Account holder to use the Payment Method Information and to provide payment instructions on the Customer Account to Reece Group.
- 5.2. You hereby indemnify and hold harmless Reece Group against any and all complaints, claims, liabilities, and/or actions arising directly or indirectly from:
  - a. any breach of the warranties contained in this clause;
  - b. any actions taken by Reece Group in accordance with any payment instruction (whether verbal or written) received by you, or by any person representing

themselves as an authorised representative on the Customer Account for the purpose of providing payment instruction for the Customer Account;

- c. any actions taken by Reece Group in accordance with these terms and conditions, and agree to pay to Reece Group upon demand any amounts claimed by any third parties as a result of such breach (inclusive of any legal costs payable by Reece Group to third parties), together with all legal costs (on a solicitor/client and indemnity basis) incurred by Reece Group in connection with the breach and any complaint, claim, liability, action, or similar made against Reece Group.