

PACE PERKS — MERCHANT SERVICES AGREEMENT

Version msa-2026-09, confirmed 19 September 2026.

IN PLAIN ENGLISH

This summary helps you read the agreement. The agreement is the full text below, and where they differ the full text applies.

What you pay.

You pay a fee for each voucher an athlete redeems at your venue. The fee is set per deal when the deal is configured, and GST is added to it.

Vouchers that expire, test redemptions, and redemptions that are reversed or written off cost you nothing.

When.

We invoice you once a month with an Australian tax invoice. Payment is by bank transfer within 7 days of the invoice date.

If an issued invoice holds a wrong charge, we write that charge off. An amount you have genuinely disputed in writing does not count as overdue for suspension while the dispute is resolved, and the undisputed balance remains payable.

What you control.

You agree each deal with us and we set it up. You can ask us to change or withdraw a deal at any time, and a change affects only new vouchers.

An earned voucher is honoured on the terms it was earned under while you participate. Its life only ever extends, never shortens.

How you leave.

Either of us can end this with 14 days' written notice. You owe nothing beyond fees already accrued, which appear on a final invoice.

A new version of this agreement binds you only when you accept it. If you do not accept within 14 days of our notice, you leave on the old terms at the end of that period.

THE AGREEMENT

This agreement is between the business accepting it ("you", "the Merchant") and Pace Perks Pty Ltd (ACN 700 657 969, ABN 93 700 657 969) of New South Wales, Australia ("Pace Perks", "we", "us"). It is written in plain English on purpose: what it says is what it means. By typing your full name and accepting, the person accepting confirms they are authorised to bind the Merchant, and the Merchant agrees to these terms. We record the name, date and time of each acceptance, and the IP address where available, as evidence of agreement.

1. WHAT PACE PERKS IS, AND WHO DECIDES WHAT'S IN IT

1.1 Pace Perks is a rewards program that we own, operate, curate and design. People ("athletes") earn

discount vouchers from participating businesses by doing verified physical activity, and redeem them at your venue through our app or portal. You pay us a fee only when a redemption actually happens.

1.2 The program is ours. What the program contains — which businesses participate, which deals appear, how athletes earn, what the reward tiers are, how redemption works, and how the program looks and functions — is decided by us. Your participation gives you the benefits in this agreement; it does not give you a say in the design of the program, a right to appear in any particular place, or a right to any volume of athletes, vouchers or redemptions.

1.3 We choose our participants. We may accept or decline any application to join, and we do not have to give reasons for declining an application.

2. YOUR DEALS — PROPOSED BY YOU, RUN BY US

2.1 Deals are set up with us: you agree the reward, the qualifying activity, and the per-redemption fee for each deal, and we configure it. A deal is part of the program only once we accept it and switch it live.

2.2 We may decline, pause, or permanently remove any deal at any time, before or after it goes live, where we consider — acting reasonably — that this protects the program: including quality and consistency of the athlete experience, fit with the program's design, suspected misuse, legal or safety concerns, or your breach of this agreement. If we pause or remove a live deal, we tell you which of these grounds we acted on. Removing a deal stops NEW vouchers from being earned on it; already-earned vouchers are dealt with under clause 3.

2.3 You may ask us to change or withdraw any of your deals at any time; we action withdrawals promptly, and a changed deal takes effect once we accept it and switch it live (clause 2.1). Changes affect only new vouchers.

2.4 An earned voucher's reward is locked. Once an athlete earns a voucher, the reward and its conditions are frozen as at the moment it was earned — we never change what you promised into something bigger, and you honour every valid voucher on the terms it was earned under, even if the deal has since changed or ended (subject to clauses 10 and 11.4). What is NOT frozen is the voucher's life: clause 3.1 explains how expiry works, and it can only ever move in the athlete's favour — later, never earlier.

3. VOUCHERS, EXPIRY, AND REDEMPTION

3.1 Every voucher is single-use and lasts at least 7 days from when it is earned. Expiry extends — it never shortens. In particular: each further verified activity the athlete completes refreshes the life of ALL their unredeemed vouchers (this is the heart of the program — athletes who keep moving keep their rewards), and program benefits (such as the athlete's monthly freeze) can also extend a voucher's life. A voucher's expiry is never moved earlier than the expiry it had when earned.

3.2 Your honour obligation (clause 2.4) follows the voucher's current expiry, including extensions — for as long as you participate in the program. A voucher on a deal you have withdrawn continues to refresh like any other while it remains unredeemed and you remain a participant.

3.3 A "valid" voucher or code is one issued by our system that is unexpired, unredeemed, and not withdrawn under this agreement. A voucher is redeemed once, and once only, through our app or portal; our system prevents double redemption. An athlete holds at most ONE live voucher for your venue at any time, so your outstanding obligation is never more than one reward per athlete at any moment.

3.4 You (or your staff) redeem by scanning or entering the code at the point of sale, and you honour the reward when a valid code is presented. If a code is not put through our system, no redemption is recorded and you are not charged. A deal may be redeemable only on set days of the week; outside those days (Sydney time) the code is refused.

3.5 From time to time we may issue program-level reward passes to athletes (for example, champion or recognition passes) redeemable at participating venues under the same per-redemption billing as your deals. These are part of the program design; they never change your agreed fee mechanics.

4. THE FEE

4.1 You pay us a fee per redemption at your venue: a set dollar amount, a percentage of the transaction, or another arrangement agreed with you — set per deal when the deal is configured.

4.2 The fee that applies to a redemption is the one in force at the moment of redemption, fixed onto that redemption at that moment. Later fee changes never re-price a past redemption.

4.3 You are never charged for vouchers that expire unredeemed, for test redemptions, or for redemptions that are reversed or written off.

4.4 Amounts in this agreement are exclusive of GST. Where a supply under this agreement is taxable, you pay us the GST in addition to the fee, at the same time as the fee, subject to a valid tax invoice. Amounts are in Australian dollars.

5. THE "DIDN'T SCAN" REPORT

5.1 If an athlete reports that they received a reward that wasn't put through the system, the report is a signal only — it is never automatically billed and never automatically changes your account.

5.2 We review patterns of such reports as part of protecting program integrity (clause 10). Persistent bypassing of the scan is a breach of clause 7.4.

6. BILLING AND PAYMENT

6.1 We invoice you monthly — an Australian tax invoice with GST, a sequential invoice number, and both parties' details as at issue.

6.2 Each invoice sums your redemptions for the period at their fixed fees. Payment is by bank transfer, due within 7 days of the invoice date.

6.3 If we get an invoice wrong we correct it honestly. Errors we catch before an invoice is issued are corrected before you ever see it. If an invoice we have already issued contains a wrong charge, we write that charge off — it is never billed. Every correction is recorded.

6.4 Amounts properly invoiced remain payable even if late. If your account is overdue by more than 7 days after we notify you, we may suspend your participation (clause 10) until it is brought current. An amount you have genuinely disputed in writing under clause 15.1 does not count as overdue for suspension purposes while that process runs; the undisputed balance remains payable. We do not charge interest on late payment.

7. YOUR RESPONSIBILITIES

7.1 Give us accurate business details (legal name, ABN, GST status) and keep them current.

7.2 Honour every valid voucher on its earned terms while you participate (clauses 2.4, 3.2).

7.3 Keep your access secure; you are responsible for what is done through your account, including by your staff. Maintain public liability insurance appropriate to your business.

7.4 Use the platform only for genuine redemptions — no fake redemptions, no gaming the program, no systematic bypassing of the scan.

7.5 Provide the underlying goods and services lawfully, safely, and to the standard your customers are entitled to under consumer law. The reward transaction is between you and the athlete; you are the supplier of what the voucher is redeemed for.

7.6 Comply with the laws that apply to your business, including consumer, tax and privacy law.

8. ATHLETE INFORMATION, PRIVACY, AND COMMUNICATIONS

8.1 Athletes' personal information stays with us, handled under our Privacy Policy. You never receive their contact details. Announcements you send through the platform are delivered by us; the details never cross to you.

8.2 We use your business information to run the service, invoice you, and support you.

8.3 We keep the record of each acceptance of this agreement (name, date, time, and IP address where available) as evidence.

8.4 You comply with privacy law for any personal information you handle in connection with the service (for example, at your till).

9. BRAND, NAME AND MARKETING

9.1 While you participate, you grant us a non-exclusive licence to use your business name, logo and venue imagery to present your deals in the program and to promote the program (including listing you as a participating venue). We stop new uses of your brand within a reasonable time after you leave the program.

9.2 You may say you are a Pace Perks participating venue while you are one. Any other use of our name or brand needs our written consent.

10. SUSPENSION AND OFF-BOARDING — OUR PROGRAM-PROTECTION RIGHTS

10.1 The program runs on athlete trust. To protect it, we may take any of these steps, choosing the least step we consider adequate to the situation: (a) warn you; (b) pause one or more of your deals (clause 2.2); (c) suspend your participation — all your deals pause, your venue stops appearing in the program, and no new vouchers are earned on your deals; (d) end this agreement and remove you from the program (clause 11).

10.2 We may act under clause 10.1 where we consider — acting reasonably — that: you have breached this agreement; your account is overdue (clause 6.4); we suspect fraudulent, misleading or manipulative activity connected with your venue or account; or a material athlete-safety, legal, regulatory or reputational risk has arisen from your conduct, your venue, or your goods or services.

10.3 For serious cases — suspected fraud, safety risk, legal compulsion, or ongoing harm — we may suspend first and tell you after. Otherwise we tell you what we're doing and why, and give you a fair chance to fix what can be fixed. If we acted on a ground that turns out not to have existed, we reinstate you promptly and the suspension costs you nothing beyond the pause itself.

10.4 Suspension pauses new earning, not your existing obligations: fees already accrued remain payable, and athletes' already-earned vouchers for your deals remain redeemable at your venue on their normal terms during a suspension — a suspension protects the program's future, it does not take back what athletes already earned. (Only removal ends redemption: clause 11.4.)

11. TERM, ENDING, AND WHAT HAPPENS AFTER

11.1 This agreement starts on acceptance and continues until ended.

11.2 Either of us may end it, for any reason or none, with 14 days' written notice. You off-board with nothing to pay beyond fees already accrued.

11.3 We may end it immediately under clause 10 for the grounds in 10.2 where suspension is not adequate, and you may end it immediately if we materially breach this agreement and don't fix it within 14 days of your notice.

11.4 When the agreement ends: (a) fees accrued to the end date remain payable on your final invoice; (b) your deals leave the program and no new vouchers are earned; (c) unredeemed vouchers for your deals are withdrawn from athletes by us — the athlete relationship is ours, and we handle any make-good to athletes at our cost, not yours; (d) each of us stops using the other's brand per clause 9; (e) clauses that by their nature continue (billing for accrued fees, liability, privacy, disputes) survive.

11.5 Neither of us is in breach for failure caused by events beyond our reasonable control (other than an obligation to pay money). You tell us if such an event stops you honouring vouchers, and the affected deals pause under clause 2.2 until it passes.

12. OUR SERVICE, AND CHANGES TO THE PROGRAM

12.1 We provide the platform with reasonable care and skill. Beyond that, and beyond what the Australian Consumer Law guarantees, it is provided as-is: we don't promise uninterrupted or error-free operation, or any level of athlete activity, vouchers or redemptions at your venue.

12.2 We may change the program at any time — features, mechanics, tiers, apps, design — as part of running it (clause 1.2). Program changes never re-write an earned voucher's reward and never re-price past redemptions. If a program change would materially reduce your rights or increase your obligations under this agreement, we give you written notice, and for 14 days from that notice you may end this agreement under clause 11.2 economics — nothing to pay beyond fees already accrued — whether or not the agreement text itself changed.

13. CHANGES TO THIS AGREEMENT — YOU ALWAYS SIGN THE NEW VERSION

13.1 If we update this agreement, we publish a new version and tell you. The new version binds you only when you accept it — continuing to use the platform is not acceptance. The portal asks the account owner to accept the new version when they next sign in, before continuing to manage the account.

13.2 If you don't accept the new version within 14 days of our notice, you are taken to have given notice to end this agreement under clause 11.2 on the day we notified you: your participation ends under

clause 11.4 on the OLD terms at the end of that 14-day period (or earlier if you tell us), and you owe nothing beyond fees already accrued.

13.3 Every version you accept is recorded separately, with the same evidence as clause 8.3.

14. LIABILITY

14.1 Nothing in this agreement excludes rights or guarantees under the Australian Consumer Law or any law that cannot be excluded.

14.2 Subject to 14.1: neither of us is liable to the other for indirect or consequential loss, lost profits or lost business.

14.3 Subject to 14.1: our total liability to you for all claims connected with this agreement is capped at the fees you paid us in the 3 months before the first event giving rise to the claim (or, if you have paid nothing yet, \$100). This cap does not apply to liability arising from our fraud or wilful misconduct, or liability that cannot lawfully be limited.

14.4 The rewards you provide are yours: you are the supplier of the goods and services a voucher is redeemed for, and you are responsible for them, including under consumer law. We are not a party to that sale.

14.5 You indemnify us for loss we suffer from third-party claims arising out of: the goods or services you supplied (or failed to supply) on a redemption; your breach of clauses 7.4–7.6 or 8.4; or fraud by you or your staff. This indemnity does not cover loss to the extent we caused it ourselves.

15. DISPUTES

15.1 If either of us has a dispute, we first try in good faith to resolve it directly, within 21 days of one of us raising it in writing.

15.2 This agreement is governed by the law of New South Wales, and both of us submit to the courts there. Nothing here stops either of us seeking urgent relief or using small-claims or statutory processes available to us.

16. GENERAL

16.1 This document is the whole agreement about the Pace Perks service — but nothing in this clause excludes liability for statements the law does not let us exclude.

16.2 You can't transfer this agreement without our written consent (not unreasonably withheld for a genuine sale of your business); we may transfer it as part of a sale or restructure of Pace Perks, and will tell you if we do.

16.3 If part of this agreement can't be enforced, the rest still applies.

16.4 Notices go by email — to your account email, and to hello@paceperks.com.au for us. An emailed notice is taken to be received the next business day.

17. CONTACT

Pace Perks Pty Ltd — hello@paceperks.com.au.