



**Phone:** +61 7 3166 5489

**Email:** [infoservices@merchantwarrior.com](mailto:infoservices@merchantwarrior.com)

# REFERRER APPLICATION

Please return this application in its entirety to:

**Post:** P.O Box 595, INDOORROOPILLY, Queensland, 4068

**OR**

**Scan & Email:** [infoservices@merchantwarrior.com](mailto:infoservices@merchantwarrior.com)



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### PART 1: REFERRER DETAILS

Company, Trust, Partnership or Proprietor Name (as applicable):

ABN/ACN/ARBN (as applicable):

Street Address:

Suburb / Town:

State:

Postcode:

Phone:

Fax:

Postal Address (if different to above):

Web Site Address (if applicable):

### PART 2: CONTACT DETAILS

Name:

Email:

Phone:

Mobile:

### PART 3: COMMISSION (excluding GST)

Rate

10%



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PART 4: BANK DETAILS	
Bank details for payment of commission	
Name of Account:	
Bank Name:	
BSB:	
Account Number:	

PART 5: AGREEMENT
By signing Part 5 of this agreement you agree to be bound by the Terms and Conditions as seen on page 4 of this Referrer Application and you declare that the information you have given is true and correct to the best of your knowledge.
Authorised signature: _____
Name:
Date:

**Accepted By:**  
**MERCHANT WARRIOR**

\_\_\_\_\_  
Authorised Signature

\_\_\_\_\_  
Name



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## **TERMS AND CONDITIONS - REFERRAL AGREEMENT – MW.110**

### **COMMISSIONS**

Merchant Warrior will pay to the Referrer a Commission on the Initial Payment Services Application plus two (2) renewals thereof which will be calculated by multiplying the Commission Rate specified in Part 3 to Invoices rendered by Merchant Warrior to the Client in any given calendar month. The Commission will be paid by direct bank deposit into the bank account, the details of which are specified in Part 4, such payment being made in the month following the month in which the Invoices were rendered. Merchant Warrior may withhold, in its absolute discretion, a Commission payment or any part thereof until such time as payment of the Invoices is received by Merchant Warrior. In the event a Commission is paid and the Invoices to which the Commission relates is not, Merchant Warrior may deduct the applicable Commission from any future Commission payment and if no such payment takes place, can recover such Commission from the Referrer.

### **GST**

Commissions quoted exclude GST. Where Merchant Warrior is entitled to make any payment under this Application, Merchant Warrior will also pay the amount of the GST on any supply (within the meaning of the GST Legislation).

### **EXCLUSIONS**

For the avoidance of doubt, Commissions will not be paid on: (a ) any component of an Invoice that relates to development, customisation or programming work and any recovery of out of pocket expenses relating to telephony, or ( b) an Invoice rendered to a Client that is the Applicant or any party related thereto.

### **FEES**

Merchant Warrior retains sole discretion to set and vary from time to time the fees it charges under the Payment Services Application to the Client, subject to any restrictions therein.

### **WITHDRAWAL OF PAYMENT SERVICES**

Merchant Warrior reserves the right to immediately and without notice to the Client and the Referrer, withdraw the Payment Services in the event that:

- a) the Client ceases to be a party to a binding Credit Card Agreement
- b) the Client fails to comply with its obligations in relation to their Payment Services Application;
- c) if advised to do so by any Bank, Visa, MasterCard, Diners or Amex;
- d) if fraud or the inability of the Client to meet charge backs is suspected;
- e) if the Client is suspected of failing to meet security standards set out by card scheme providers; or
- f) the Payment Services Application is terminated for any reason.



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If the Payment Services are withdrawn, the Referrer is no longer entitled to Commissions.

### **SECURITY**

Merchant Warrior will not collect or otherwise deal in commercially sensitive information, except to the extent necessary to execute its obligations herein or in respect of the Payment Services Application.

### **LIABILITY**

To the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements and representations relating in any way to the services provided under this Application and under the Payment Services Application are excluded. Without limiting this, Merchant Warrior will not be liable for any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of any services provided under this Application or under the Payment Services Application either by the Applicant or the Client.

### **PRIVACY LEGISLATION**

Merchant Warrior will comply with the the National Privacy Principles in respect of the storage and handling of information.

### **GOVERNING LAW**

This Application is governed by the laws of the State of Queensland.

### **ACCEPTANCE OF REFERRALS**

Merchant Warrior agrees to accept a Referral from the Referrer with a view to entering into a Payment Services Application therewith but provides no guarantee of such occurring.



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## **DEFINITIONS**

The following words in this agreement have these meanings:

“Applicant” means the party named in Part 1, excluding a party related directly or indirectly to an employee of Merchant Warrior, at the sole discretion of Merchant Warrior

“Bank” means any bank providing a merchant service facility to the Client;

“Client” means a party to a Payment Services Application arising from a Referral;

“Credit Card Agreement” means an agreement between the Applicant and a Bank or card scheme provider (in the case of American Express and Diners Club) that provides credit card facilities authorising the Applicant to accept and process credit card payments;

“Card Transaction” means a payment transaction or refund attempted by the Client;

“Execution Date” means the date specified in Part 5;

“GST” means any tax payable under the ‘A New Tax System (Goods and Services Tax) Act 1999’ and any related or replacement act;

“Invoices” means an invoice or invoices issued by Merchant Warrior to the Client for fees rendered pursuant to a Payment Services Application but excludes any component thereof that relates to development, customisation or programming work and any recovery of out of pocket expenses relating to telephony;

“Payment Services” means credit card payment processing services provided by Merchant Warrior to the Client utilising the Payment System including the provision of access via the web to a merchant management facility and the distribution of emailed Card Transaction reports, as applicable;

“Payment Services Application” means an agreement, in a form prescribed by Merchant Warrior entered into between the Client and Merchant Warrior for the provision of Payment Services and Shopping Cart Services including the renewal thereof up to the number of two (2) times;

“Payment System” means the software and technology system known as Merchant Warrior enabling a payment to be made by a customer using a phone via a credit card to the Client;

“Referral” means the referral of a prospective Client by the Applicant to Merchant Warrior for the provision of Payment Services, accepted as such in the sole discretion of Merchant Warrior, but specifically excludes the Applicant and any party related thereto;

“Shopping Cart Services” means shopping cart hosting services provided by Merchant Warrior to the Client.