

# Authi - Connect Commercial Terms

---

These Authi Connect Commercial Terms (the “Commercial Terms”) set out the billing and payment terms that apply to the Authi Connect services.

This document forms part of the Authi Connect contractual framework and is an Incorporated Document under the Authi Connect Master Terms and Conditions (the “Master Terms”). These Commercial Terms apply in addition to the other documents that form part of the Authi Connect Agreement. Matters including termination, suspension, liability, indemnities, assignment, dispute resolution, and governing law are governed exclusively by the Master Terms.

Version 1 - Effective 8 January 2026

## 1. Definitions

- 1.1. **Active Terminal** means a payment terminal on which Authi Connect is enabled and available for use during any part of a billing month.
- 1.2. **Billing Month** means a calendar month or part thereof.
- 1.3. **Fees** means all fees, charges and amounts payable by the User to Authi under the Agreement, as set out in the Authi Connect User Agreement Sign Up Form (including its Schedules), and as may be otherwise agreed in writing between the parties.
- 1.4. **Services** means the Authi Connect services provided by Authi under the Agreement.
- 1.5. **Order Form** means the Authi Connect User Agreement Sign Up Form, and any other order form or written agreement agreed between the parties that specifies the Services, Fees, contracted period, or number of Active Terminals.

## 2. Fees

- 2.1. The User must pay the Fees for each Active Terminal on a fixed monthly basis.
- 2.2. Fees are charged per Active Terminal per Billing Month and are not based on usage, interactions, campaign activity, transaction volume, or content performance.
- 2.3. Fees for an Active Terminal commence from the date the terminal is enabled for the Services and are charged on a pro-rata basis for the remainder of the applicable Billing Month, and monthly in advance thereafter.
- 2.4. The number of Active Terminals committed to by the User applies for the duration of the applicable contracted period and may not be reduced by the User during that period.
- 2.5. An Active Terminal requested by the User to be added to their Authi Connect schedule will be deemed billable from the date that terminal is enabled for the Services, regardless of whether Content or Campaigns are live on that terminal.
- 2.6. Fees for Active Terminals are payable for the full contracted period, whether or not the User makes use of all Active Terminals during that period.

## 3. Invoicing and Payment

- 3.1. Fees are invoiced monthly in advance.
- 3.2. Invoices will specify the number of Active Terminals, as set out in the applicable Order Form, as updated in accordance with these Commercial Terms.

- 3.3. Any additional Active Terminals added during the contract term will be included in future invoices and charged on a pro-rata basis where applicable.
- 3.4. Invoices are payable within fourteen (14) days of the invoice date, unless otherwise specified in an Order Form.

## **4. Taxes**

- 4.1. Fees are exclusive of all taxes, duties, levies, and charges, including GST, which will be added to invoices where applicable.

## **5. Late Payment**

- 5.1. Authi may charge interest on overdue amounts at the rate specified in the Master Terms.
- 5.2. The User is responsible for all reasonable costs incurred by Authi in recovering overdue amounts.
- 5.3. Authi may suspend access to the Services or the Portal where Fees remain unpaid.

## **6. No Refunds and Sole Remedy**

- 6.1. Fees are non-refundable except as required by law.
- 6.2. Service availability issues, performance concerns, or Content outcomes do not affect the Fees payable and are addressed exclusively through the Service Level Agreement.

## **7. Relationship to Other Terms**

- 7.1. These Commercial Terms govern Fees and payment matters only. In the event of any inconsistency between these Commercial Terms and the Portal Terms or Service Level Agreement, these Commercial Terms prevail with respect to Fees and billing matters.

## **8. General**

- 8.1. Capitalised terms not defined in these Commercial Terms have the meanings given in the Master Terms. In the event of any inconsistency between these Commercial Terms and the Master Terms, the Master Terms prevail unless expressly stated otherwise.