



NPP SANDBOX REGISTRATION FORM

Name of registrant	
Organisation (if relevant)	
Address	
Contact number	
Email address	
Signature*	
Date	

*If the registrant is representing an organisation, this form must be signed by the registrant **and** person/s authorised to enter into these Terms of Use and API Licence Agreement on behalf of the organisation.

By completing and submitting this Registration Form to access the NPP Sandbox, you and the organisation that you are representing (if any) agree to be bound by the NPP Sandbox Terms of Use and API Licence Agreement.

Please return this completed Registration Form to info@nppa.com.au.

NPP SANDBOX Terms of Use and API Licence Agreement

NPP Australia Limited ("NPPA") offers the NPP APIs and the NPP Sandbox as developer tools to facilitate the development of applications that could interact with the New Payments Platform ("NPP").

This document sets out the terms and conditions applicable to third parties' use of NPP APIs and the NPP Sandbox, an environment established by SWIFT Domestic Pty Ltd on behalf of NPPA to enable third parties to innovate, develop and test applications that could use and/or interact with the NPP. This document, the *NPP Sandbox Terms of Use and API Licence Agreement* ("Agreement") is a legally binding contract between you, the individual end user, together with any company that employs you or that you represent (collectively "You" or "Your"), and NPPA. By completing the registration form available at <https://www.nppa.com.au/the-platform/api-framework-and-sandbox/> or otherwise indicating your agreement in writing or accessing or using any of the NPP APIs or the NPP Sandbox, You acknowledge that you are bound by this Agreement. This Agreement governs your use of the NPP Sandbox and licence to the NPP APIs, and takes effect on the earlier of the (a) the date you indicate your agreement or (b) the date you first access any NPP API or the NPP Sandbox (the "Effective Date").

If NPPA considers that You are using the NPP Sandbox in any way which is inconsistent with this Agreement, NPPA may, at its sole discretion, terminate this Agreement, suspend your licence to use the NPP APIs, terminate your access to the NPP Sandbox and/or discontinue your access to some or all of the NPP APIs.

NPPA may amend the terms and conditions of this Agreement from time to time. Amendments take effect from the date of publication. Please check the NPPA website periodically to see the latest updates.

1. **Representations and warranties:** You represent and warrant that: (a) all information You have provided and will provide to NPPA is true, correct and complete; (ii) you will notify NPPA in writing of any changes to information You have previously supplied; (iii) no authorisation or approval of any third party is required in connection with Your execution, delivery or performance of this Agreement; (iv) You have the power and authority to execute this Agreement, on Your own behalf, and on behalf of any company that employs You or that You represent; (v) this Agreement constitutes legal, valid and binding obligations which are enforceable according to its terms; (vi) Your obligations under this Agreement do not contravene any law or breach any other agreement by which you are bound; and (vii) You are not a Restricted Person.
2. **Onboarding:** In order to access and use the NPP APIs, the NPP Sandbox and associated materials ("Materials") You must complete the registration form at <https://www.nppa.com.au/the-platform/api-framework-and-sandbox/> and return the completed form with the requested credentials ("Credentials") to info@nppa.com.au. Details of the company that employs you or that you represent must be provided as part of the registration process. NPPA may restrict the number of Credentials registered in connection with a company. You must not share or disclose your Credentials to any other person. You must comply with any direction given by or on behalf of NPPA in relation to security of Credentials from time to time. Notwithstanding any other provision of this Agreement, You hereby authorise NPPA to use Your name and the logo of the company that employs You, or that You represent, for the purposes of advertising or publicising Your use of the NPP APIs and/or NPP Sandbox.
3. **Licences:** Permission is hereby granted, free of charge, to You and any person obtaining a copy of the NPP API software interface components, constructs, and associated documentation files (the "Software") and Materials, to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:
 - (a) The following copyright notice ("Copyright © 2018 NPP Australia Limited") and this permission notice shall be included in all copies or substantial portions of the Software;
 - (b) This licence terminates automatically on the termination of this Agreement, and is subject to termination without notice to You if NPPA reasonably believes You have failed to comply with a material provision of this Agreement;
 - (c) This licence shall be governed by Australian law. Any dispute concerning this licence, which cannot be resolved by You and NPPA within 30 days of either party notifying the other of the dispute, shall be referred to arbitration and finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with those rules. The arbitration proceedings shall take place in Sydney, Australia and be conducted in the English language.

THE SOFTWARE AND MATERIALS ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL NPPA OR THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE MATERIALS OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

NPPA assumes no liability or responsibility for any inaccurate or incomplete information including information provided in relation to the Software or Materials or claims that may result from reliance on such information. Without limiting the foregoing and for the avoidance of doubt, NPPA shall not be liable for, and hereby expressly disclaims any liabilities and warranties with respect to any of the Software which is open source software.

You agree that You must only use the NPP APIs, NPP Sandbox, Software and Materials for the purpose of evaluating and testing Applications in accordance with all applicable NPPA documentation and requirements. If NPPA considers that Your use of the NPP APIs, NPP Sandbox, Software or Materials is in breach of this obligations or is inconsistent with this Agreement, NPPA may, at its sole discretion, terminate this Agreement, suspend your licence to use the NPP APIs, terminate your access to the NPP Sandbox and/or discontinue your access to some or all of the NPP APIs.

4. **No support:** NPPA makes no guarantee with respect to the availability or uptime of the NPP APIs or NPP Sandbox. NPPA has no obligation to provide support, maintenance, updates, upgrades, modifications or new releases of any NPP APIs, Software or Materials. If NPPA chooses, in its sole discretion, to provide any such support, then the terms of this Agreement will govern such support. NPPA reserves the right to limit, modify, or terminate any capabilities or APIs offered under this Agreement at any time.
5. **Acknowledgement:** NPPA does not mandate the use of the NPP APIs by NPP Participants. NPP Participants may provide proprietary APIs and determine the terms upon which these are provided to third parties at their discretion. NPPA makes no representation or warranty in relation to the proprietary APIs provided by NPP Participants or the terms upon which these might be provided to any third party. You acknowledge and agree that nothing in this Agreement shall be construed as a representation or warranty by NPPA that any Application you develop will be compatible with the proprietary APIs provided by NPP Participants.
6. **Responsibility for Applications:** You agree that you are solely responsible for the Applications that You develop, and for ensuring that You and Your Application/s comply with all applicable laws and regulatory requirements, including without limitation, privacy and data security and data protection laws. You are solely responsible for the content and consequences of the content you transmit via the NPP Sandbox environment, including the legality and propriety of that content. In particular You agree that you will not transmit content that: (i) is Confidential Information or any information that is or could be proprietary information, trade secrets, or Personal Information; (ii) infringes the Intellectual Property rights of any third party; (iii) is false, defamatory, obscene, harassing, threatening, abusive, illegal or otherwise objectionable or likely to cause injury to any third party. Further, You agree that Your use of the NPP Sandbox is subject to NPPA's moderator rights, to remove content which it considers, in its sole discretion, violates the terms of this Agreement.
7. **Responsibility for Test Data:** You agree that: (i) You are responsible for your use of the NPP Sandbox and Your use and handling of all test data used in that environment; (ii) NPPA has no obligation to maintain, protect or preserve your test data and may delete test data from the system without notice to You; and (iii) Personal information must not be included in test data.
8. **Responsibility for Costs:** You are solely responsible for all costs and expenses related to Your use of the NPP APIs and NPP Sandbox, including the costs you incur in the course of development of any Application that could use or interact with the NPP.
9. **API Call Limits:** NPPA reserves the right to limit the number of NPP API calls you are permitted to make. NPPA may suspend your access to an NPP API if you exceed the NPP API call limits. Attempts to circumvent NPP API call limits may result in termination of this Agreement, suspension of your rights to use the NPP APIs, termination of your access to the NPP Sandbox and/or reduced access to some or all of the NPP APIs. Unused NPP API calls will not roll over.
10. **Trademark and Brand restrictions:** You may be entitled to a licence of the PayID trademark. Use of NPPA Intellectual Property is subject to compliance with NPPA's trademark licence terms and brand guidelines which can be found at <https://payid.com.au/payid-for-business/>.
11. **Your Confidential Information and Intellectual Property:** NPPA agrees to keep any Confidential Information You disclose to NPPA strictly confidential and not disclose it to any person except:
 - (a) if required to be disclosed by law or required by any stock exchange or supervisory authority; or
 - (b) to NPPA's Representatives; or
 - (c) with Your prior written consent.

As between NPPA and You, Your Intellectual Property and Confidential Information remains your property and this Agreement does not give NPPA any right, title or interest to your Intellectual Property or your Confidential Information.

You may request NPPA to return or destroy your Confidential Information and NPPA undertakes to do so within a reasonable period of time except to the extent that the Confidential Information is required to be retained under its backup or archiving policies or by law or to the extent copies are held in NPPA's computer systems and are not reasonably practicably able to be deleted. You acknowledge and agree that Your Posted Content is not Confidential Information.

12. **NPPA's Confidential Information and Intellectual Property.** You agree to keep any Confidential Information NPPA discloses to You strictly confidential and not disclose it to any person except:
 - (a) if required to be disclosed by law or required by any stock exchange or supervisory authority; or
 - (b) to Your Representatives; or
 - (c) with NPPA's prior written consent.

As between NPPA and You, NPPA's Intellectual Property and Confidential Information disclosed to you by NPPA remains the property of NPPA, and this Agreement does not give You any right, title or interest to NPPA's Intellectual Property or NPPA's Confidential Information.

NPPA may request you to return or destroy NPPA's Confidential Information and You undertake to do so within a reasonable period of time, except to the extent that the Confidential Information is required to be retained under Your backup or archiving policies or by law or to the extent copies are held in Your computer systems and are not reasonably practicably able to be deleted.

13. **Privacy.** NPPA will collect information about You from You and potentially from public sources for the purposes of determining Your eligibility to use the NPP APIs and NPP Sandbox. You acknowledge that NPPA may disclose the information collected to third parties engaged to assist NPPA in the provision, administration and management of the NPP APIs and NPP Sandbox. Any personal information that you provide to NPPA will be otherwise managed by NPPA in accordance with its Privacy Policy (available at www.nppa.com.au).
14. **Term and Termination.** The term of this Agreement will commence on the date of acceptance of this Agreement or on the date You first access the NPP APIs and/or NPP Sandbox ("Effective Date") and expires on the date which is five (5) years after the Effective Date, unless terminated earlier in accordance with this Agreement. If You wish to access or use the NPP APIs or the NPP Sandbox after the expiry of this Agreement, then You may do so, subject to NPPA's terms and conditions of access which apply at that time.

NPPA RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT AND SUSPEND YOUR ACCESS TO THE NPP APIs AND/OR NPP SANDBOX, INCLUDING YOUR LICENCE TO THE SOFTWARE WITHOUT CAUSE AT ANY TIME WITHOUT NOTICE TO YOU AND WITHOUT LIABILITY TO YOU.

You may terminate this Agreement at any time, without cause, by written, dated and signed notice to NPPA, and such notice shall be effective on the date which is thirty (30) days after the date of the notice.

Upon termination of this Agreement You must immediately cease to use the NPP APIs, and all licenses granted under this Agreement are revoked. You must destroy all copies of Confidential Information (subject to clause 12) and Materials in Your possession.

15. **Survival of Confidentiality Obligations:** Obligations of confidentiality arising under this Agreement shall survive termination of the Agreement.
16. **Disclaimer of Warranties and Limitation of Liability:** TO THE FULLEST EXTENT PERMITTED BY LAW, NPPA DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. ALL NPP APIS, NPP SANDBOX, SOFTWARE, MATERIALS AND DEVELOPER TOOLS (REFERRED TO IN THIS CLAUSE 16 AS THE "MATERIALS") PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND NPPA DOES NOT REPRESENT OR WARRANT THAT ANY MATERIALS WILL OPERATE SECURELY OR WITHOUT INTERRUPTION. YOU ACKNOWLEDGE THAT YOU HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT AS EXPRESSLY SET OUT IN THIS DOCUMENT. NPPA WILL HAVE NO DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR OTHER LIABILITY WHETHER IN CONTRACT, TORT, OR FOR ANY OTHER REASON, UNDER THIS AGREEMENT. IN THE EVENT THAT THE FOREGOING IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, NPPA'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID OR PAYABLE BY YOU FOR THE ACCESS TO THE MATERIALS IN THE MONTH PRECEDING THE CLAIM. IN THE EVENT THAT THIS LIMITATION OF LIABILITY IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN NPPA'S AGGREGATE LIABILITY IS IN ANY CASE LIMITED TO \$5000.
17. **Governing Law:** This Agreement is governed by the laws of New South Wales and the parties submit to the exclusive jurisdiction of its courts and courts of appeal from them.
18. **Miscellaneous:** You acknowledge and agree that: (i) this Agreement constitutes the entire agreement between You and NPPA, and supersedes all prior understandings and agreements of the parties; (ii) Any notice to NPPA must be sent by email to operations@nppa.com.au and is deemed to have been received on the date of transmission unless You receive a notice of non-delivery; (iii) a waiver of any default or breach of this Agreement does not operate as a waiver of any subsequent default; (iv) unenforceable provisions may be modified to give effect to the parties' intention, and the remaining provisions will be unaffected; (v) neither party may assign their rights under this Agreement or novate this Agreement without the express written permission of the other party; (vi) nothing in this Agreement creates any partnership, agency, joint venture or employer-employee relationship between NPPA and You.

19. Interpretation. In this Agreement:

Application means any application You develop that is able to use and/or interact with the NPP.

Confidential Information of a party means all information of that party or any of its related bodies corporate (regardless of form) which is disclosed to the other party, and includes:

- a. all information disclosed or otherwise made available by the party, or any authorised person acting on its behalf, to the other party or its Representatives;
 - b. may include proprietary or confidential information of a third party to whom the party owes an obligation of confidentiality; and
 - c. all notes, compilations, analyses, extracts, summaries and other records prepared by or on behalf of the party receiving the information,
- but does not include information that is:
- d. Posted Content;
 - e. in the public domain otherwise than by breach of this Agreement; or
 - f. disclosed by a party on the basis that it is non-confidential.

Intellectual Property means all rights conferred under statute, common law and equity in or in relation to patents, patentable rights, copyright, future copyright, trade marks (whether registered or unregistered), designs, circuit layouts or any other rights generally accepted as falling within the definition of intellectual property.

NPP means the New Payments Platform.

NPP Participants has the meaning given in the NPP Regulations.

NPP Regulations means the document published by NPPA entitled 'NPP Regulations', which is available at www.nppa.com.au.

Representative in relation to a party, means its employees, directors, officers, authorised agents, advisers (including legal advisers and auditors), members, consultants or contractors, including third party providers of services required to give effect to this Agreement.

Restricted Person means any person who is, or is owned or controlled by, or acting on behalf of any person identified on any US sanctions list or on the Consolidated List published by the Commonwealth Department of Foreign Affairs and Trade from time to time, or the government of, or a person located in, resident of or constituted under the laws of, any country subject to sanctions under US sanctions or the *Charter of the United Nations Act 1945* (Cth) or the *Autonomous Sanctions Act 2011* (Cth).

Posted Content means information and content You post in the NPP Sandbox environment which is, or may be, visible to the community of NPP Sandbox users.