

ZIPY PAYMENT PROCESSING TERMS AND CONDITIONS

Stripe Connected Account Agreement Addendum

A service of **Frontier Fintech Limited** (NZBN: 9429048123174)

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IMPORTANT NOTICE: BY ACTIVATING, CONNECTING, OR USING THE STRIPE PAYMENT PROCESSING FEATURE AVAILABLE THROUGH THE ZIPY PLATFORM (THE "PAYMENT FEATURE"), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACTIVATE OR USE THE PAYMENT FEATURE.

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL AND SOLE RESPONSIBILITY FOR ALL CHARGEBACKS, DISPUTES, REFUNDS, FRAUD CLAIMS, AND ANY AND ALL LIABILITIES ARISING FROM OR RELATED TO PAYMENT TRANSACTIONS PROCESSED THROUGH YOUR STRIPE CONNECTED ACCOUNT.

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires:

- **"Agreement"** means these Zipy Payment Processing Terms and Conditions, as amended from time to time.
- **"Chargebacks"** means any payment reversal, dispute, or retrieval request initiated by a cardholder, card issuer, payment network, or financial institution in respect of a Transaction processed through your Connected Account.
- **"Connected Account"** means the Stripe account created for or linked to you through the Zipy Platform pursuant to Stripe Connect.
- **"Customer"** or **"you"** means the individual or entity that has subscribed to the Zipy Platform and activated the Payment Feature.
- **"Dispute"** means any disagreement, claim, Chargeback, or inquiry relating to a Transaction, including but not limited to fraud claims, product or service complaints, and unauthorised transaction claims.
- **"Frontier Fintech"** or **"we"** or **"us"** means Frontier Fintech Limited, a company registered in New Zealand.
- **"Payment Feature"** means the Stripe Connect payment processing integration provided through the Zipy Platform, enabling Customers to accept payments from their end users.
- **"Payment Network"** means Visa, Mastercard, American Express, and any other card or payment network through which Transactions are processed.
- **"Platform"** or **"Zipy Platform"** means the website builder and business management platform operated by Frontier Fintech Limited at zipy.store and related services.
- **"Stripe"** means the applicable Stripe entity as defined in the Stripe Services Agreement.

- **"Stripe Services Agreement"** means the agreement between you and Stripe governing your use of Stripe's services, including the Stripe Connected Account Agreement.
- **"Transaction"** means any payment, refund, credit, or other financial transaction processed through your Connected Account.
- **"Your Customers"** means the end users, buyers, or clients who make payments through your website or online presence via the Payment Feature.

2. SCOPE AND APPLICATION

2.1 These Terms govern your use of the Payment Feature provided through the Zipy Platform. These Terms are supplemental to and do not replace: (a) the Stripe Services Agreement; (b) the Stripe Connected Account Agreement; (c) the Zipy Platform Terms of Service; and (d) any applicable Payment Network rules.

2.2 In the event of any conflict between these Terms and the Stripe Services Agreement, the Stripe Services Agreement shall prevail with respect to the services provided by Stripe. However, the provisions of these Terms regarding the relationship between you and Frontier Fintech shall take precedence.

2.3 By activating the Payment Feature, you confirm that you are a business entity or sole trader and that you are acquiring the Payment Feature for business purposes. You acknowledge that the protections afforded to consumers under the Consumer Guarantees Act 1993 (New Zealand) do not apply to this Agreement, as both parties expressly agree that these Terms constitute a business-to-business transaction pursuant to Section 43 of the Consumer Guarantees Act 1993.

3. YOUR STRIPE CONNECTED ACCOUNT

3.1 Account Creation and Ownership. When you activate the Payment Feature, a Stripe Connected Account is created for your business. You are the sole owner and operator of your Connected Account. Frontier Fintech does not own, control, or manage your Connected Account beyond facilitating its initial connection to the Zipy Platform.

3.2 Direct Relationship with Stripe. Your Connected Account creates a direct contractual relationship between you and Stripe. You agree to comply with the Stripe Services Agreement and all applicable Payment Network rules. Frontier Fintech is not a party to the agreement between you and Stripe.

3.3 Account Management. You are solely responsible for: (a) maintaining accurate and up-to-date business and identity information in your Connected Account; (b) securing your account credentials and access; (c) monitoring your account activity, including Transactions, Disputes, and payouts; (d) complying with all Stripe verification and compliance requirements; and (e) responding to any requests from Stripe regarding your account.

4. PAYMENT PROCESSING RESPONSIBILITIES

4.1 Merchant of Record. You acknowledge and agree that when payments are processed through your Connected Account, you are the merchant of record for all Transactions. Frontier Fintech is not the merchant of record and has no obligation to Your Customers in respect of goods, services, or Transactions.

4.2 Your Obligations. You are solely and exclusively responsible for:

- (a) the accuracy and completeness of all product and service descriptions on your website;
- (b) the delivery and fulfilment of all goods and services sold through your website;
- (c) the quality, safety, and fitness for purpose of all goods and services you provide;
- (d) providing customer service, handling complaints, and resolving issues with Your Customers;
- (e) compliance with all applicable consumer protection, trade, and commerce laws in your jurisdiction;
- (f) issuing refunds, credits, and managing returns in accordance with your stated policies;
- (g) maintaining and publishing clear refund, return, cancellation, and dispute resolution policies;
- (h) collecting, remitting, and reporting all applicable taxes (including GST, VAT, sales tax, or equivalent);
- (i) compliance with Payment Card Industry Data Security Standards (PCI DSS) to the extent applicable; and
- (j) compliance with all applicable anti-money laundering (AML) and counter-terrorism financing (CTF) requirements.

5. CHARGEBACKS, DISPUTES, AND FRAUD

5.1 Full Responsibility. YOU ACKNOWLEDGE AND AGREE THAT YOU BEAR FULL, SOLE, AND EXCLUSIVE RESPONSIBILITY FOR ALL CHARGEBACKS, DISPUTES, FRAUD CLAIMS, AND PAYMENT REVERSALS ARISING FROM OR RELATING TO TRANSACTIONS PROCESSED THROUGH YOUR CONNECTED ACCOUNT, REGARDLESS OF THE CAUSE OR ORIGIN OF SUCH CHARGEBACKS, DISPUTES, OR CLAIMS.

5.2 Types of Disputes. Your responsibility under this Section extends to, without limitation:

- (k) fraudulent Transactions, including unauthorised card use and identity theft;
- (l) Disputes arising from goods or services not received, not as described, or defective;
- (m) duplicate or erroneous charges;
- (n) subscription or recurring payment Disputes;
- (o) refunds not processed or processed incorrectly;
- (p) friendly fraud (where a legitimate customer files a false Dispute);
- (q) Disputes arising from Your Customers' dissatisfaction with your products, services, or customer support; and
- (r) any other category of Dispute recognised by Stripe or Payment Networks.

5.3 Financial Liability. You are solely liable for:

- (s) the full amount of any Chargeback or Dispute, including the original Transaction amount;

- (t) all Chargeback fees, Dispute fees, and processing fees imposed by Stripe or Payment Networks;
- (u) any fines, penalties, or assessments imposed by Payment Networks (including Visa, Mastercard, or others) in connection with your Transactions or Dispute rates;
- (v) any reserve requirements imposed by Stripe on your Connected Account; and
- (w) any negative balance on your Connected Account, however arising.

5.4 Dispute Management. You are solely responsible for responding to and managing all Disputes, including: (a) monitoring Dispute notifications from Stripe; (b) gathering and submitting evidence to counter Disputes within the timeframes required by Stripe and Payment Networks; (c) communicating with Stripe and Payment Networks regarding Disputes; and (d) accepting or challenging Disputes in your sole discretion and at your sole cost.

5.5 Fraud Prevention. You are solely responsible for implementing and maintaining appropriate fraud prevention measures, including but not limited to: address verification (AVS), card verification value (CVV) checks, 3D Secure authentication, transaction monitoring, velocity checks, and any other fraud detection tools available through Stripe or third parties.

5.6 No Frontier Fintech Involvement. Frontier Fintech has no obligation to: (a) assist in the management or resolution of any Dispute or Chargeback; (b) provide evidence or documentation in support of any Dispute response; (c) cover, reimburse, or indemnify you for any Chargeback, Dispute, or related costs; or (d) intervene in any matter between you, Stripe, Payment Networks, or Your Customers regarding Transactions or Disputes.

6. NEGATIVE BALANCES AND RESERVES

6.1 If your Connected Account develops a negative balance due to Chargebacks, Disputes, refunds, fees, or any other reason, you are solely responsible for resolving such negative balance promptly.

6.2 You acknowledge that Stripe may: (a) debit funds from your Connected Account to cover Chargebacks, Disputes, and fees; (b) hold funds in reserve against potential future Disputes; (c) withhold or delay payouts to cover actual or anticipated liabilities; and (d) ultimately recover negative balances from you or, in certain circumstances, from the platform. To the extent any amounts are recovered from Frontier Fintech by Stripe as a result of your Transactions, Disputes, Chargebacks, or negative balances, you agree to immediately reimburse Frontier Fintech for such amounts upon demand.

6.3 You agree that you shall not hold Frontier Fintech liable for any actions taken by Stripe in relation to your Connected Account, including without limitation account holds, reserve requirements, payout delays, or account suspension or termination.

7. COMPLIANCE WITH LAWS AND PAYMENT NETWORK RULES

7.1 You are solely responsible for ensuring that your use of the Payment Feature complies with all applicable laws, regulations, and Payment Network rules in every jurisdiction in which you operate, including but not limited to: (a) consumer protection laws (including but not limited to the Consumer Guarantees Act 1993, Fair Trading Act 1986, and equivalent legislation in your jurisdiction); (b) anti-money laundering and counter-terrorism financing laws; (c) data protection and privacy laws (including the Privacy Act 2020 (New Zealand),

GDPR, and equivalent legislation); (d) taxation laws and requirements; (e) sanctions and export control laws; and (f) all applicable Payment Network rules and standards.

7.2 You warrant that you will not use the Payment Feature for any prohibited or restricted business activity as defined by Stripe, Payment Networks, or applicable law.

8. LIMITATION OF LIABILITY

8.1 Exclusion of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FRONTIER FINTECH SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, COST, EXPENSE, OR LIABILITY OF ANY KIND (WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY) ARISING OUT OF OR IN CONNECTION WITH:

- (x) your use of the Payment Feature or your Connected Account;
- (y) any Transaction processed through your Connected Account;
- (z) any Chargeback, Dispute, fraud claim, or payment reversal;
- (aa) any negative balance on your Connected Account;
- (bb) any action taken by Stripe, Payment Networks, or financial institutions in relation to your Connected Account, including account suspension, termination, or fund holds;
- (cc) any loss of revenue, profits, business, data, goodwill, or anticipated savings;
- (dd) the performance, unavailability, interruption, or failure of the Payment Feature, Stripe services, or Payment Network services;
- (ee) any acts, omissions, or defaults of Stripe, Payment Networks, or any third party; or
- (ff) your failure to comply with applicable laws, regulations, the Stripe Services Agreement, or Payment Network rules.

8.2 Aggregate Liability Cap. Without limiting Section 8.1, to the extent that Frontier Fintech is found to have any liability to you under or in connection with these Terms, such liability shall in no event exceed, in the aggregate, the total amount of fees paid by you to Frontier Fintech for the Payment Feature during the three (3) months immediately preceding the event giving rise to the claim.

8.3 Third Party Services. The Payment Feature relies on services provided by Stripe and Payment Networks. Frontier Fintech does not guarantee, warrant, or assume any responsibility for the availability, performance, accuracy, security, or legality of Stripe's services or any Payment Network services. Your use of Stripe's services is at your sole risk and subject to the Stripe Services Agreement.

8.4 Acknowledgement. You acknowledge that the limitations and exclusions of liability set out in this Section 8 are reasonable, having regard to the nature of the Payment Feature and the fees charged, and that you have had the opportunity to obtain independent legal advice before agreeing to these Terms.

9. INDEMNIFICATION

9.1 You agree to defend, indemnify, and hold harmless Frontier Fintech Limited, its directors, officers, employees, agents, and affiliates (collectively, the "**Indemnified Parties**") from and

against any and all claims, demands, actions, suits, proceedings, losses, damages, liabilities, costs, and expenses (including reasonable legal fees and costs) arising out of or relating to:

- (gg) your use of the Payment Feature or your Connected Account;
- (hh) any Transaction processed through your Connected Account;
- (ii) any Chargeback, Dispute, fraud claim, or payment reversal relating to your Transactions;
- (jj) any claim by Your Customers relating to goods, services, refunds, or Transactions;
- (kk) any negative balance on your Connected Account that Stripe recovers from Frontier Fintech;
- (ll) your breach of these Terms, the Stripe Services Agreement, applicable laws, or Payment Network rules;
- (mm) any fines, penalties, or assessments imposed by Payment Networks in connection with your Transactions or Dispute rates;
- (nn) your failure to comply with applicable tax, consumer protection, data protection, or other legal requirements; and
- (oo) any misrepresentation, negligence, wilful misconduct, or fraud by you, your employees, or your agents.

9.2 This indemnification obligation survives termination of these Terms and your use of the Payment Feature.

10. TERMINATION AND SUSPENSION

10.1 Frontier Fintech may suspend or disable the Payment Feature at any time, with or without notice, if: (a) you breach these Terms; (b) your Connected Account is suspended or terminated by Stripe; (c) your Dispute or Chargeback rate exceeds acceptable thresholds; (d) Frontier Fintech reasonably suspects fraud or illegal activity; or (e) continued provision of the Payment Feature poses a risk to Frontier Fintech.

10.2 Upon termination or suspension: (a) your obligations under these Terms, including indemnification and liability for Chargebacks and Disputes, shall survive; (b) you remain responsible for all outstanding Chargebacks, Disputes, and negative balances; and (c) Frontier Fintech shall have no liability to you for any losses arising from suspension or termination.

11. DATA AND PRIVACY

11.1 You acknowledge that Stripe processes payment data in accordance with its Privacy Policy and applicable data protection laws. Frontier Fintech does not store or process credit card numbers, bank account details, or other payment credentials.

11.2 You are solely responsible for your own compliance with data protection laws in relation to the personal data of Your Customers.

12. MODIFICATIONS

12.1 Frontier Fintech reserves the right to modify these Terms at any time by providing you with notice (which may be by email, dashboard notification, or posting updated Terms on the

Zipy Platform). Your continued use of the Payment Feature after such notice constitutes your acceptance of the modified Terms.

13. GOVERNING LAW AND JURISDICTION

13.1 These Terms shall be governed by and construed in accordance with the laws of New Zealand.

13.2 Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of New Zealand.

13.3 Before commencing any court proceedings, the parties agree to attempt to resolve any dispute through good faith negotiation for a period of not less than twenty (20) business days.

14. SEVERABILITY

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. Any invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its original intent.

15. ENTIRE AGREEMENT

These Terms, together with the Zipy Platform Terms of Service, constitute the entire agreement between you and Frontier Fintech with respect to the Payment Feature. These Terms do not modify or replace the Stripe Services Agreement or Stripe Connected Account Agreement, which govern your separate relationship with Stripe.

16. WAIVER

No failure or delay by Frontier Fintech in exercising any right, power, or privilege under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof.

17. ACKNOWLEDGEMENT AND ACCEPTANCE

BY ACTIVATING THE PAYMENT FEATURE ON THE ZIPY PLATFORM, YOU ACKNOWLEDGE AND CONFIRM THAT:

1. You have read and understood these Terms in their entirety;
2. You accept full and sole responsibility for all Chargebacks, Disputes, fraud, refunds, and liabilities arising from Transactions processed through your Connected Account;
3. You agree to indemnify and hold harmless Frontier Fintech from all claims, losses, and costs arising from your use of the Payment Feature;
4. You understand that Frontier Fintech is not the merchant of record, does not process payments, and bears no liability for Transactions processed through your Connected Account;
5. You have had the opportunity to seek independent legal advice before accepting these Terms;

6. You are entering into this Agreement for business purposes and agree that the Consumer Guarantees Act 1993 (New Zealand) does not apply to this Agreement; and
7. You agree to reimburse Frontier Fintech immediately upon demand for any amounts recovered from Frontier Fintech by Stripe as a result of your Transactions, Disputes, or negative balances.

Frontier Fintech Limited

Trading as Zipy

New Zealand

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