

Mint

Terms & Conditions – Samsung Promotion November 2019

1. Minimum Agreed Annual Card Turnover

The Minimum Agreed Annual Card Turnover (MAACT) is the minimum value of all transactions processed through the Mint payments portal during a Period.

2. Period

A Period is 12 months. The Initial Period will commence on the execution date of this agreement. The subsequent Periods will commence on the anniversary date of this agreement with each to run for 12 months.

3. Provision of the Loyalty Incentive

The Sign Up bonus will be made available 30 days following the conclusion of the first \$50,000 processed on Visa/Mastercard with Mint Payments.

4. Failure to Complete Term

In the event that the contract is terminated prior to the conclusion of the Term, the RRP of the Sign Up bonus (“RRP”) Incentive must be refunded to Mint within 14 days.

5. Sign Up Bonus

The original Sign Up bonus is a Samsung Galaxy Tablet A 8.0 (RRP \$300). If the selected model is not in stock, Mint will provide a substitute device at Mint’s discretions.

6. Failure to Achieve Minimum Agreed Annual Turnover in Any Period

In the event that the pro-rata amount of the MAACT (i.e: ¼ of the MACCT) is not met for a consecutive 3 months (the “Testing Period”), the pro-ratat value of the Sign Up bonus shall be paid to Mint within 14 days from the last day of the Testing Period in which the pro-rata amount of the MAACT is not met.

If such payment is not made on the due date, Mint shall have the right to terminate the Agreement, upon which the RRP of the Sign Up bonus will become due and payable in accordance with Clause 4 above. Mint may set-off any amounts owed to it from any deposit paid by Customer to Mint, and Customer hereby authorises Mint to make any such debit transfer. For the avoidance of doubt, an election not to terminate does not preclude Mint for exercising its termination rights for a failure to meet pro-rata MAACT in any subsequent Testing Period.

7. Title to the Sign Up bonus shall remain rested in Mint and shall not pass to the Customer until the earlier of: (i) Payment of the RRP Sign Up bonus by the Customer to Mint in accordance with this Agreement or (ii) The scheduled expriy of the Initial Term.

8. Confidentiality

Customer and its agents and employees agrees to keep to the terms of this Agreement and all documentary or verbal information concerning to the circumstances leading to or in connection with this Agreement confidential and will not disclose or publically use such confidential information to anyone, except his or her own professional advisers, pursuant to court order or if required by law.