

Paymate General Terms of Use (TOU)

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Issued by Paymate Pty Ltd ABN 42 154 594 199 Australian Financial Services Licence No 415833.

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Paymate Terms of Use

1: About the Services

This website is owned and operated by or on behalf of Paymate Pty Ltd (Paymate) under the domain names paymate.com, paymate.com.au, paymate.co.nz and paymatestores.com (the Paymate Website).

We are a payment service provider. The Services helps you make Payments to and accept Payments from third parties. We do not have control of, or liability for, the products or services that are paid for with the Services. We do not guarantee the identity of any user or ensure that a Buyer or a Seller will complete a transaction.

Your use of the Services, the Paymate Website, and the information, graphics, materials and any products or services offered on the Paymate Website (Material on this Website) is governed by these Terms of Use and the associated Privacy Policy. By using the Paymate Website you agree to be bound by these Terms of Use and the Privacy Policy.

Privacy of Others. If you receive information about another Paymate user (buyer or seller) through the use of the Paymate Service, you must keep the information confidential, manage any personal information securely and consistently with relevant legislation, including the Australian and New Zealand Privacy Act, the Australian Privacy Principles, the New Zealand Information Privacy Principles and only use it in connection with the Services. You may not disclose or distribute a Paymate user's information to a third party or use the information for marketing purposes unless you receive the user's express consent to do so.

You must notify any buyer who provides their personal information through the use of the Paymate service that it will be saved in the seller's portal. They may choose not to have their details used for future marketing purposes and you are bound by this.

In addition to the Terms of Use contained in this document, other terms of use or conditions may apply to your use of the Services, the Paymate Website, parts of the Paymate Website, or to products and services offered through the Paymate Website (Special Terms). You will be bound by these Special Terms, as applicable. In the event of an inconsistency between the provisions of these Terms of Use and any Special Terms, the Special Terms will prevail.

Intellectual Property. "Paymate.com," "Paymate", and all logos related to the Services are either trademarks or registered trademarks of Paymate or its licensors. You may not

copy, imitate or use them without our prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Paymate. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by us, auction tools features or affiliate programs without prior written consent for the purpose of directing web traffic to the Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to us or the Services or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Paymate Website, any content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of us and our licensors.

Assignment. You may not transfer or assign any rights or obligations under this Agreement without our prior written consent. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

Notices to you. You agree that we may provide notice to you by posting it on our website, emailing it to the email address listed in your Account, or mailing it to the street address listed in your Account. Such notice shall be considered to be received by you within 12 hours of the time it is posted to our website or emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us. We may charge you a fee to provide a paper copy. We reserve the right to close your Account if you withdraw your consent to receive electronic communications.

Notices to Paymate.

Notices to Paymate must be sent by postal mail to:

Paymate Pty Ltd,
Suite 2, 20 Clarke Street
Crows Nest
NSW 2065 Australia,
Phone: 1800 240 112

Additional Reserve: At any time and from time to time, we may temporarily suspend or delay payments to you and/or designate an amount of funds that we must maintain in your Account or in a separate reserve account (a “Reserve”) to secure the performance of your payment obligations under this Agreement. We may require a Reserve for any reason, including if you have a high rate of Chargebacks (described in paragraph 13), refunds, or other indications of performance problems related to your use of the Services. The Reserve will be in an amount as reasonably determined by us to cover anticipated Chargebacks, returns, unshipped merchandise and/or unfulfilled services

or credit risk based on your processing history or such amount designated by our processor. The Reserve may be raised, reduced or removed by us (at our sole discretion) at any time, based on your payment history, a credit review, the amount of any arbitration award or court judgment against you in our favour, or otherwise as we may determine or require. If you do not have sufficient funds in your Reserve, we may fund the Reserve from any funding source associated with your Account, including but not limited to any funds (a) deposited by you, (b) due to you under this Agreement, or (c) available in your bank account, or other payment instrument registered with us. You grant us a security interest in and lien on any and all funds held in any Reserve, and also authorise us to make any withdrawals or debits from the Reserve, without prior notice to you, to collect amounts that you owe us under this Agreement, including without limitation for any reversals of deposits or transfers made to your Account. You will execute any additional documentation required for us to perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in your Reserve. If, in our opinion, the Personal Property Securities Act 2009 (Cth) or any regulation made under that Act (PPS Law) applies, or will in the future apply to this Agreement, and that PPS Law affects our security position or our rights or obligations under or in connection with this Agreement or enables or would enable our security position to be improved, we may give notice to you requiring you to do anything (including executing any document) that in our opinion is necessary or desirable. You must comply with any such notice within the time stipulated in the notice.

Our Set off Rights: To the extent permitted by law, we may set off against your Account Balance any obligation you owe us under this Agreement, including without limitation any Chargebacks. All fees are charged at the time we process a transaction and are deducted first from the transferred or collected funds and thereafter from your Account Balance. If you owe us an amount that exceeds your Account Balance, we may charge or debit a payment instrument registered in your Account. Your failure to fully pay amounts that you owe us on demand will be a breach of this Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, and any applicable interest.

2: Definitions

Account means the account established for you in respect of the Services.

Account Balance means the balance of your nominated Bank Account.

Agreement means an agreement between us and you on the terms set out in this document (that is, the Combined FSG & PDS, including the Terms of Use) and Application Form as amended from time to time that you agreed to when applying for and accepting these Terms of Use, whether electronically or in writing.

Application Form means the application form for the Services provided with this Combined FSG & PDS.

Bank Account means a valid deposit, cheque or savings account with a financial or deposit-taking institution in Australia or New Zealand.

Business Day means a day on which trading banks are open for business in Sydney, except a Saturday, Sunday or public holiday.

Buyer/Customer means a person who pays for goods or services using the Services.

Chargebacks has the meaning given in paragraph 13 of these Terms of Use.

Clearance Period means the time it takes for funds to be cleared through the financial system once the Electronic Instruction relating to the Payment is received by us. The clearance period is typically (but not always) one (1) Business Day for a Payment from a Nominated Card.

Electronic Instruction means any electronic instruction, information, message, request or communication issued or transmitted to us through the Paymate Website.

Material on this Website means all material, information and content on the Paymate Website including, without limitation, all text, graphics, icons, photographs and URLs and any and all tools, calculation devices, software programs, games or other features which may assist you in conducting Payment transactions or helpful hints or other information, which may be available on the Paymate Website.

Merchant means Seller or Recipient.

Merchant Facility/Account means the account that allows the Seller to accept debit and credit card transactions. Paymate will allow the use of a Paymate facility or arrange a Merchant Facility for you between Paymate's bank and you.

Nominated Card means a valid credit or charge card which you may use to transfer funds from as a Seller.

Nominated Deposit Account means a Bank Account held by you to which all Payments you receive as a Recipient are credited.

Paymate Clearing Account means the Paymate Bank Account into which Payments made by a Sender are placed during the Clearance Period and pending collection by the Recipient.

Paymate means Paymate Pty Ltd ABN 42 154 594 199.

Paymate Service means the Paymate internet payment service available for use by individuals and businesses which enables a Payment to be made between parties through applying a charge to a valid credit or debit card (currently MasterCard® and

Visa®) or EFTPOS® accepted by Paymate, and the crediting of those transferred funds to a Bank Account.

Paymate Website means paymate.com

Payment means a transfer of funds from a Sender to a Recipient via the Services.

Payment Brands means any payment method provider whose payment method is accepted by us for processing, including, but not limited to, Visa®, MasterCard®, EFTPOS® and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers.

Payment Brand Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

Payment Methods means payment by a card issued by a Payment Brand.

Privacy Policy means our privacy policy which can be found [here](#).

Recipient means in relation to a specific Payment a registered Paymate user who uses the Services to receive funds from a Sender.

Reserve has the meaning given in paragraph 10 of these Terms of Use.

Seller means a person who receives payment for goods or services using the Services.

Sender means in relation to a specific Payment a Paymate user who uses the Services to send funds to a Recipient.

Services means the Paymate Service.

You/Client means the person who accepts and agrees to be bound by these Terms of Use, and in the case of a business, are binding the legal entity which operates that business, (whether that be a sole trader, partnership or incorporated body) and represent that you have authority to bind that business in this fashion.

3: Access to the Paymate Website

In order to access and use the Paymate Website and Services, you must obtain access to the World Wide Web and pay any service, telecommunication, internet or other fees associated with or incurred by such access and use. You must provide all equipment necessary to connect to the internet and World Wide Web, and access the Paymate Website.

4: Requirements for use

To use the Services you must:

- have a current email address;

- be at least 18 years old;
- provide details of current address/es of each of your offices and notify Paymate promptly if they change;
- Names of your business/es;
- Provide complete details of goods you sell or services you provide;
- Provide details of any significant change in the details of goods you sell or services you provide;
- allow Paymate to conduct a Credit Check (the credit checks which we may undertake are detailed in our Privacy Policy);
- If instructed by our acquiring bank, allow an inspection of your premises;
- satisfy Paymate that you are a bona fide business with a need to use the Service upon establishment and during your use of the Services;
- at all times observe and comply with MasterCard and Visa Scheme Rules;
- implement and comply with Payment Card Industry Data Security Standards (PCI-DSS) as applicable;
- not make any representation in relation to any goods and services you provide, which may bind MasterCard or Visa ;
- not represent yourself as being an agent of Paymate, Paymate's Bank, the Payment Brands or any other parties related to the provision of the Services;
- not use the Payment Brand trademarks in advertising or promotional material, in a way that could imply you are affiliated with Visa®, MasterCard® or EFTPOS® and acknowledge that the Payment Brands are the sole and exclusive owners of their Marks and logos.
- use advertising and promotional material only to indicate which cards are acceptable for payment and not use the MasterCard or Visa logos or marks to create an impression that you are in any way affiliated to MasterCard or Visa;
- not accept a transaction for providing cash to a cardholder in lieu of or in addition to providing goods and services;
- not have had a Merchant Account cancelled with a financial institution previously;
- only accept payments for legitimate business purposes between yourself and the cardholder;

- prominently display your business name on your website, and ensure that it is as prominently as any other information depicted on the website, other than images of the products or services being offered for sale;
- accept all valid card types without discrimination when properly presented for payment. You must maintain a policy that does not discriminate among customer seeking to make purchases with a Card;
- establish a fair policy for the exchange or return of merchandise paid for by the use of a valid card through the Service and give credit upon each return, not in cash but by the issue of a Credit Voucher;
- retain detailed records of all sale transactions that Paymate processes for you for a period of at least 12 months;
- register with Paymate to receive payments online into a Nominated Deposit Account;
- provide Paymate with details of the registered bank account to ensure that it is linked to you or your business;
- agree to the Terms of Use in section 2.12 and the other terms of this PDS.
- Not mislead Paymate as to the nature of your business and/or goods or services offered. If your business type is listed in [section 3.35](#) of these terms of use, we have the right to cancel your service immediately without notice

5: Authorised users

If you are a registered user of the Services, we may in certain circumstances subject to Australian Privacy Principles or New Zealand Information Privacy Principles, allow you to nominate a third party to access to your profile to deal with Payments (an Authorised User).

You are responsible for any use of the Services and the Paymate Website by an Authorised User, as if that use was by you. You are also responsible for ensuring that each Authorised User complies with all obligations and responsibilities imposed on you under these Terms of Use, including Australian Privacy Principles and New Zealand Information Privacy Principles.

You may request that Paymate cancel the authority of an Authorised User through the Paymate Website Service by contacting us on 1800 248 934.

6: Registering to use the Services:

You must register with us in order to receive Payments. To register, you must provide us with certain details, including, but not limited to, your:

- name;

- telephone number;
- valid and active email address; and
- physical mailing address (PO Boxes are not acceptable).

If you wish to receive Payments:

- a Bank Account number, which will be your Nominated Deposit Account
- evidence that your Nominated Deposit Account is yours and related to you or your business
- access to your business or personal premises to conduct an inspection to ensure the validity of your business

If you successfully register with Paymate, you will be provided with a unique user code and password. You will be required to enter this user code and password each time you use the Paymate Service or certain sections of the Paymate Website.

If you wish to make Payments:

- by credit or scheme debit card — a credit or debit card number (and expiry date, Card verification code (CVV) and card type), which will be your Nominated Card, and a signed authorisation form to charge amounts to your Nominated Card in accordance with your instructions when you use the Services.

7: Updating your profile

If you are a registered user of the Paymate Service, you may update certain aspects of your profile at any time via the logging in to the change profile section of the Paymate Website or by contacting us by 1800 240 112 or clientservices@paymate.com.

Paymate may take steps to verify any changes to the information we hold about you before processing or relying on that information.

8: Verification of your account

We may from time to time require you to verify your Nominated credit or scheme debit Card, or Nominated Deposit Account.

Verification involves Recipients providing us with details of the linked bank account to check that it is associated with you or your business.

Paymate may also debit and credit a small random amount to the relevant account, and you authorise us to do this. Paymate will notify you of the verification transactions and of your obligation to confirm the transaction amount in order to activate the relevant account to be used for the Services. This account will need to be in your name or name of your designated business.

9: Paymate Fees

If you are a Seller, you will be charged the fees specified in [section 2.6](#) of the PDS.

For more information of fees and charges, please visit our website under “Pricing”

We may vary these fees, or charge additional fees, at any time by giving notice to you. We will give notice of the imposition of a new fee, or any increase in an existing fee, 30 days before it takes effect.

All fees and costs will state whether GST is included.

10: Sending funds using Paymate

You are liable for any fees or charges imposed by your bank, credit or debit card or other financial services provider for debits and credits made to your account by using the Service.

A Sender initiates a Paymate transaction by providing the required information at the Paymate Website. This required information includes, but not limited to:

- the card information;
- the amount of the Payment; and,
- the valid Paymate account of the Recipient.

The Recipient to whom the Sender wishes to pay must have a valid and active email address.

To receive a Payment, the Recipient must hold a Bank Account and be registered with an active Paymate Account.

Paymate will hold the funds in the Paymate Clearing Account and will notify the Recipient by email that funds are available when they are to be settled. This period may be adjusted based on risk assessment.

If you are a registered user of the Services, Paymate will keep a record of the Payment transaction associated with your Account for at least 2 years from the date that you no longer have a Paymate account. However, you are responsible for your own record keeping for financial planning, taxation or other purposes.

The proceeds payable to you shall be equal to the amounts received by us in connection with your transactions minus the sum of the following: (i) all fees, imposed by us or any third parties passed through to you, charges, (ii) all adjustments and Chargebacks; (iii) all equipment charges (if any); (iv) all Buyer refunds, returns and adjustments; (v) all Reserve Account amounts; and (iv) any fees, charges, fines, assessments, penalties, or other liabilities that may be imposed on us or you from time to time by the Payment Brands and all related costs and expenses incurred by us. You

agree that amounts set forth above, and any other amounts are due and payable by you at the time the related services are rendered to you; that all Reserve Account amounts are due and payable by you upon establishment; and that the related Chargebacks, Buyer refunds, and adjustments, fees, charges, fines, assessments, penalties, and all other liabilities are due and payable by you when we receive notice thereof from the Payment Brands.

If: (i) there is a material, adverse change in your financial condition or your payment record with creditors; (ii) you are in material default of this Agreement; (iii) your Merchants change their billing practice in relation to shipment of merchandise or fulfillment of service or change refund procedures currently in place, and you fail to notify us in advance; (iv) you are receiving excessive Chargebacks (as defined in paragraph 13 below); (v) you significantly alter the nature of your business or product lines; or (vi) we have reasonable grounds to believe that we may be or become liable to third parties for the facilities extended to you or that you may be liable to your Buyers, Payment Instrument issuing banks or the Payment Brands, or (vii) we have reasonable grounds to believe that we may be subject to any additional liabilities, including, without limitation, any fines, fees, or penalties assessed against us by any of the Payment Brands, arising out of or relating to your Payment transactions, your Chargebacks, or your failure to comply with this Agreement, any of the Payment Brand Rules, Privacy or Security Guidelines, we may temporarily suspend or delay payments to you during our investigation of the issue and/or designate an amount of funds that we must maintain in order to protect us against the risk of, among other things, existing, potential, or anticipated Chargebacks and to satisfy your other obligations under this Agreement (such funds being hereinafter referred to as the “**Reserve Account**”), which may be funded in the same manner as provided for negative Account Balances.

The Reserve Account will contain sufficient funds to cover any unbilled processing costs plus our estimated exposure based on reasonable criteria for Chargebacks, returns, unshipped merchandise and/or unfulfilled services, and all additional liabilities anticipated under this Agreement. We may (but are not required to) apply funds in the Reserve Account toward, and set off any funds that would otherwise be payable to you against, the satisfaction of any amounts which are or become due from you pursuant to this Agreement. The Reserve Account will be held and controlled by us, it will not bear interest, and you will have no legal right or interest in the funds in the Reserve Account; provided, however, that upon satisfaction of all of your obligations under this Agreement, we will pay to you any funds then remaining in the Reserve Account. Any funds in the Reserve Account may be commingled with other funds, and need not be maintained in a separate account. Effective upon our establishment of a Reserve Account, you irrevocably grant to us a security interest in any interest you may now have or later acquire in any and all funds, together with the proceeds thereof, that may at any time be in our possession and would otherwise be payable to you pursuant to the terms

of this Agreement. You agree to execute and deliver to us such instruments and documents (including, without limitation, security agreements and releases) that we may reasonably request (i) to perfect and confirm the security interest and right of setoff set forth in this Agreement; and (ii) in connection with any return of Reserve Account funds.

11: Cancelling a Payment

You may (as a Sender) cancel certain Payments that have not yet been processed by Paymate by contacting us on: 1800 240 112. Paymate may charge you a fee for cancelling the Payment. If the Payment cannot be cancelled in this way, you may not otherwise reclaim the Payment through Paymate, irrespective of any dispute which may arise between you (as Sender) and the Recipient.

However if you contact Paymate we will endeavour, within our power, to resolve disputes in a matter satisfactory to all parties.

12: Refused or unclaimed Payments

Paymate does not represent or guarantee that a Recipient will receive or accept a Payment.

If the Recipient refuses to register with Paymate, cancels their Account or does not comply with any of Paymate's requirements to receive a payment, then Paymate will cancel the transaction and return the funds to the Sender's Nominated Card account.

13: Receiving funds using Paymate

A Recipient must:

- be or become a registered user of the Paymate and
- provide Paymate with details of the Nominated Deposit Account; in order to receive a Payment.

By accepting the Payment, you (as Recipient) accept liability for any loss in relation to that Payment, including without limitation liability for incorrect, negligent or unlawful Payments.

You must not apply a surcharge to a payment that does not bear a reasonable relationship to the use of the Service. Any surcharge must be clearly disclosed to the Customer at the time of purchase as a surcharge that you are charging.

Paymate has the absolute right and discretion to deduct from your Nominated Deposit Account, or any other account the details of which you have provided to Paymate, without notice to you, any Payment previously credited to you plus the cost of any bank fees or charges (including interest charges) or collection costs or other losses suffered by Paymate, for any Payment:

- which is subsequently reversed or credited back to the Sender by the Sender's bank or other financial service provider; or
- for which the Recipient was engaged in fraudulent conduct. (Collectively known as a Chargeback). This right of Paymate to deduct or perform a Chargeback survives termination or expiry of your agreement with Paymate to provide the Services.

14: Actions by Paymate

If we have reason to believe that you have engaged in any restricted activities, we may take various actions to protect Paymate, other Users, other third parties, or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- close, suspend, or limit your access to your Account or the Services (such as limiting access to any of your Payment Methods, and/or your ability to send money, make withdrawals, or remove financial Information);
- contact Buyers who have purchased goods or services from you, contact your bank, credit or debit card issuer, and/or warn other users, law enforcement, or impacted third parties of your actions;
- update inaccurate information you provided us;
- refuse to provide the Services to you in the future;
- hold your funds for up to 180 days if reasonably needed to protect against the risk of liability; and/or; take legal action against you.
- Direct Debit your bank account for the costs associated with chargebacks, refunds, unauthorised transactions or fees and charges incurred by Paymate on your behalf.
- Suspected or confirmed Fraud
- On instruction by a bank or financial institution

Paymate, in its sole discretion, reserves the right to terminate this Agreement, access to the Paymate Website, or access to the Services for any reason and at any time upon notice to you and payment to you of any unrestricted funds held in custody for you.

Reserves. At any time and from time to time, we may temporarily suspend or delay payments to you and/or designate an amount of funds that we must maintain in your Account or in a separate reserve account (a “**Reserve**”) to secure the performance of your payment obligations under this Agreement. We may require a Reserve for any reason, including if you have a high rate of Chargebacks (described in paragraph 13), refunds, or other indications of performance problems related to your use of the

Services. The Reserve will be in an amount as reasonably determined by us to cover anticipated Chargebacks, returns, unshipped merchandise and/or unfulfilled services or credit risk based on your processing history or such amount designated by our processor. We may raise, reduce or remove the Reserve at any time, in our sole discretion, based on your payment history, a credit review, the amount of any arbitration award or court judgment against you in our favour, or otherwise as we may determine or require. If you do not have sufficient funds in your Reserve, we may fund the Reserve from any funding source associated with your Account, including but not limited to any funds (a) deposited by you, (b) due to you under this Agreement, or (c) available in your Bank Account, or other payment instrument registered with us. You grant us a security interest in and lien on any and all funds held in any Reserve, and also authorise us to make any withdrawals or debits from the Reserve, without prior notice to you, to collect amounts that you owe us under this Agreement, including without limitation for any reversals of deposits or transfers made to your Account. You will execute any additional documentation required for us to perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in your Reserve.

15: Dispute Resolution

If you have a complaint

We are committed to ensuring customer complaints are dealt with promptly, fairly, and consistently.

Internal dispute resolution

If you have a complaint about our services, please contact us:

- Email – clientservices@paymate.com
- PH 1800 240 112
- Mail – Suite 2, 20 Clarke St Crows Nest NSW 2065

We aim to resolve your complaints as soon as possible and no later than 30 calendar days.

Where we cannot resolve a complaint within 30 calendar days, we will give you the reason for the delay as well as an indication of when we can expect to resolve the complaint. We will also let you know that you can contact the Australian Financial Complaints Authority (AFCA) with your complaint and provide you with AFCA's contact details.

External dispute resolution

If you are not satisfied with our resolution or handling of your complaint you may wish to contact AFCA. AFCA offers a independent external dispute resolution services for

consumer and small business complaints.

You can contact AFCA on:

- Website: www.afca.org.au
- Email: info@afca.org.au
- Phone: 1800 931 678
- Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

16: Withdrawing from Paymate

If you have registered with Paymate, you may, by advising Paymate Client Services on 1800 240 112 to deregister and withdraw your Direct Debit and Credit Card Authority for Paymate to withdraw funds from or deposit funds into your Nominated Card, Designated Debit and Designated Credit accounts. You must provide Paymate 2 business days' notice before this can take effect.

Your request for deregistration and termination of your Direct Debit and Credit Card Authority will only be effective when all pending Payments have been processed or cancelled. Upon deregistration and when all pending Payments have been processed or cancelled, this Agreement will be terminated.

Deregistration and terminations do not affect Paymate's right to access your Nominated Account and for the purposes of a Chargeback.

Once your account has been deregistered or terminated you must cease the use of the Paymate and the Payment Brands Marks or logos immediately.

17: Merchant Facility

Paymate has Merchant Facilities with its banks. Paymate can make these Merchant Facilities available to you to complete card payments as part of the Paymate Service. Paymate is acting on behalf of and as an agent of the banks that provide the Merchant Facilities.

In some circumstances Sellers are required to hold a Merchant Facility directly with Paymate's bank.

Paymate will arrange for the facility to be established on your behalf and will manage all communications between the bank and yourself. When this occurs you agree to be bound by the terms and conditions of Paymate's bank's Merchant Agreement which may be amended from time to time, and can be found [here](#).

One of the conditions of having a merchant facility directly with Paymate's bank is that an Australian bank account, held with an authorised deposit-taking institution, must be nominated for which all credits, debits and all reversals of credit transactions

processed through the Merchant Facility (Chargebacks) relating to the Merchant Facility will be processed. You agree that (subject to being required to and subsequently having to establish a Merchant Facility) that this account will be the Paymate Clearing Account.

All Payments made by a Sender will be credited to the Paymate Clearing Account.

If you withdraw from the use of the Paymate service having first notified us of such cessation, then we will cancel any Merchant Facility Established for you by us on your behalf in line with the details outlined in [Section 3.14](#) of these Terms of Use.

In **Australia** Paymate's Merchant Facilities are supplied by Global Payments Australia 1 Pty Ltd (ABN 26 601 396 543) who can be contacted on: 1800 324 972

In **New Zealand** Paymate's Merchant Facilities are supplied by Auckland Savings Bank (ASB) (Company Number 398445) who can be contacted on: 0800 272 555.

18: Paymate Clearing Account

When a Sender initiates a Payment the funds will be transferred from the Sender's Nominated Card to the Paymate Clearing Account.

Paymate will hold funds in the Account on trust for the Recipient until after the Clearance Period and the funds have actually cleared, and are either transferred by the Recipient or returned to the Sender.

The Paymate Clearing Account may be any Bank Account which Paymate at its sole and absolute discretion chooses. The institution with whom the Paymate Clearing Account is maintained is under no obligation to enquire as to the purpose of each payment made to or from the account and is expressly authorised to permit withdrawals in favour of, and transfers to any account held by Paymate Pty Ltd and Flexi Online NZ Ltd whether directly or through any trading name) or to any other person or entity.

You agree to waive any claim that you may have against that institution be it in contract, under statute, in tort (including negligence), in equity (including as constructive trustee) or otherwise for any loss, cost, claim, expense, liability, injury or damage that you may suffer as a result of using the Services.

Paymate will not pay interest on money held in the Paymate Clearing Account.

Funds held in the Paymate Clearing Account are not deposits with Paymate and are not guaranteed or insured.

19: Instructions to Paymate are binding

Where you issue instructions to us using the Paymate Website Service:

- we may act on and process all completed Electronic Instructions transmitted or issued through the Paymate Website Service without further consent from you;

- we may treat an Electronic Instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such Electronic Instructions, or to verify the accuracy and completeness of those Electronic Instructions. Your instruction will only be regarded as accepted by Paymate when:
- the Electronic Instruction containing the instruction from you enters and is recorded in the main Paymate database;
- a record is created and stored in the Paymate database;
- a Paymate Transaction ID is generated by the Paymate application system.

You acknowledge that the transmission of your instruction through an Electronic Instruction may not be received by Paymate for reasons beyond parties' reasonable control including, but not limited to, mechanical, software, computer, telecommunications or electronic failure. You further acknowledge that, to the extent permitted by law, Paymate is not liable to you in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the transmission of an Electronic Instruction through the Paymate Website or any failure to receive an Electronic Instruction for whatever reason.

20: Shopping Services

The Paymate Website may allow you to utilise a shopping service, as a Buyer or a Seller or both.

You as a Buyer can search for and order products and services from Sellers who list them for sale. Our function in relation to these services is limited to taking your order details and passing them onto the Seller nominated on the Paymate Website. By placing an order, you are appointing us as your agent for the sole purpose of performing these functions.

The Seller is responsible for processing all orders on receipt and organising delivery according to the Buyer's instructions. We have no role in the processing or fulfilment of your order once delivered to the Seller.

Paymate does not sponsor, endorse, or approve of any Seller, their products or their services. Subject to any applicable law which cannot be excluded, Paymate makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of products or services provided by the Seller.

The Paymate Website may allow you as a Seller to advertise promote and list, via images and text descriptions, products and services for sale at nominated prices. Paymate's function in relation to these services is limited to displaying your products and services on the Paymate Website and passing on to You any orders placed by

Buyers. By listing a product or service, you are appointing Paymate as your agent for the sole purpose of performing these functions. Paymate accepts no liability for loss arising from failure to comply with any law, rule or regulation required by any country for the lawful transmission and sale of goods.

The Buyer is responsible for authorising a payment for orders placed according to the price nominated by the Seller. Paymate does not guarantee payment and any payment authorised by the Buyer via the Paymate Services will be processed accordingly.

21: Your other obligations

You represent and warrant that all information you provide to us will be complete, correct and accurate in every particular. If you provide incorrect or inaccurate information, your ability to use the Services and the Paymate Website may be suspended. You agree and warrant that You will only use the Services and the Paymate Website for bona fide and lawful purposes, including the provision of goods and/or services as outlined in your application to Paymate.

You agree and warrant that you will not use the Services or the Paymate Website in connection with any products or services that we reasonably consider are illegal or brand damaging including (but not limited to) gaming, adult content, the illegal sale of prescription drugs or tobacco products, improper use of intellectual property rights or the sale of counterfeit merchandise or included in this list of unacceptable business categories.

If you are a registered user of the Services, Paymate identifies you via your user code and password. You agree to not disclose your user code and password to any other person, and you also agree not to use any other person's user code and password. You must take all reasonable steps to keep your user code and password confidential and secure. If, in breach of this clause, you do provide another person with your user code and password, or do not take reasonable steps to keep your user code and password confidential and secure, then you will be taken to have authorised any use of your account by that person.

If your user code and/or password are lost, stolen or security is compromised in any way, or you suspect this to be the case, then you must notify us immediately.

22: No agency

Subject to Clause 17, Paymate is not your agent for your use of the Services, or for the purposes of these Terms of Use.

23: Tools, calculators, games and other features

Whilst we make every effort to ensure that any Material on the Paymate Website is accurate and free from defect, Paymate does not warrant the accuracy, adequacy,

correctness or completeness of such material, which is provided on an 'as is' basis. The use by you of any Material on this Website is entirely at your own risk.

24: Links to other Websites

The Paymate Website may contain links to websites which are owned or operated by third parties independent of Paymate (Linked Websites). Paymate does not sponsor, endorse, or approve of the operators of Linked Websites, or material which is located on Linked Websites, including special offers, deals or promotions, or information, graphics and other material (Third Party Material).

Subject to any applicable law which cannot be excluded, we make no warranties or representations:

- regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material, or products or services available through Linked Websites; or,
- that Third Party Material does not infringe the intellectual property rights of any person. Paymate is not authorising the reproduction of Third Party Material by linking Material on this Website to Third Party Material.

When following a link on the Paymate Website, material at a Linked Website may be displayed in your browser framed by Material on this Website. This material is also Third Party Material for the purpose of these Terms of Use.

When following a link on the Paymate Website, material at a Linked Website may be displayed in your browser framed by Material on this Website. This material is also Third Party Material for the purpose of these Terms of Use.

25: Warranties and Liabilities

Whilst every effort has been made to ensure that information is free from error, Paymate does not warrant the accuracy, adequacy or completeness of Material on this Website, the Services or any other products or services offered on the Paymate Website. All information is subject to change without notice. Paymate does not guarantee that the Paymate Website or Linked Websites will be free from viruses, or that access to the Paymate Website, Linked Websites or the Services will be uninterrupted. All terms implied by law, except those which cannot be lawfully excluded, are excluded.

Your Liability: You are responsible for all claims, fees, fines, penalties and other liability incurred by Paymate, a Paymate user, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the Services. You agree to reimburse Paymate, a User, or a third party for any and all such liability.

Liability for Paymate Claims: If you are a Seller and Paymate makes a final decision that you lose a Claim filed directly with Paymate, you will be required to reimburse Paymate for your liability. Your liability will include the full purchase price of the item and original

shipping cost (and in some cases, you may not receive the item back). Paymate Seller protection may cover your liability.

26: Limitation of Liability

Subject to any responsibilities implied by law and which cannot be excluded, Paymate, and its directors, employees, agents and contractors, are not liable to You for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to Material on this Website, to Third Party Material, to any products or services offered on the Paymate Website, or to access of the Paymate Website by You, howsoever caused, whether in contract, tort including negligence, statute or otherwise. Where the law incorporates obligations into this agreement which cannot be legally excluded, Paymate's liability for a breach of those obligations is limited, at Paymate's option, to:

- the repair or resupply of the goods or services supplied by Paymate; or
- the payment of having the goods or services supplied by Paymate repaired or resupplied.

27: Indemnity

You indemnify Paymate in respect of any liability incurred by Paymate for any loss or damage, howsoever caused, suffered by Paymate as a result of your breach of these Paymate Website Terms of Use, or your use of the Paymate Website or any products or services offered on the Paymate Website.

28: No personal advice

Any advice on this website does not take into account your objectives, financial situation or needs and you should consider whether it is appropriate for You. Before making any decision in relation to any of our products or services, you should read this Combined FSG & PDS (including the Terms of Use).

29: Availability of the Paymate Website

As electronic services are subject to interruption or breakdown, access to the Paymate Website is offered on an 'as is' and 'as available' basis only. You are responsible for ensuring that you have alternate contingency plans in place to enable You to make transactions by other means should the Paymate Website be unavailable.

Paymate may impose limits or restrictions on the use you may make of the Paymate Website. Paymate may withdraw the Paymate Website by providing you with 30 days prior written notice of its decision to do so.

30: Copyright and Trademarks

All intellectual property rights comprising in or relating to this Website and all of the Material on this Website are owned or licenced by Paymate Pty Ltd or licenced to Paymate Pty Ltd by third parties and nothing in this document constitutes a transfer of any intellectual property rights to you.

You must not do anything which breaches or otherwise interferes with Paymate's intellectual property rights. Except where necessary for and incidental to viewing the Material on this Website via your web browser for your own purposes, or as permitted under the Australian Copyright Act 1968 (Cth) or other applicable laws, no Material on this Website may be reproduced, stored in an electronic or other retrieval system, adapted, uploaded to a third party location, framed, performed in public or transmitted in any form by any process whatsoever without the specific written consent of Paymate. Without limiting the foregoing, you must not sell, rent or offer any of the Material on this Website to any third party on a commercial basis and you must not modify the Material on this Website (including, without limitation, any copyright notice) in any way, make the content public or use the content in a manner or for a purpose prohibited by this document.

You acknowledge that Master Card® and Visa® own intellectual property rights in their respective Trademarks and are the sole owners of these Trademarks and that you will not contest these Trademarks. You will not do anything that breaches or otherwise interferes with MasterCard® or Visa® Trademarks.

31: Termination

These Terms of Use and your access to the Paymate Website may be terminated at any time by Paymate without notice to you. All restrictions, licences granted by you and all disclaimers and limitations of liability by Paymate will survive termination. Paymate's right to Chargeback (as detailed above) survives termination. However, upon termination, you will no longer be authorised to access or use the Paymate Website.

Paymate reserves the right to terminate your Merchant Facility immediately if you engage in any activity deemed to be fraudulent or wrongful, or if Paymate's Bank or the Card Scheme directs Paymate to terminate your Merchant Facility.

If the Card Scheme de-registers Paymate, or if Paymate's Bank ceases to be a Customer of the Card Scheme or if Paymate's Bank ceases to hold a valid licence with the Card Scheme to use its Trademarks, then your Merchant Facility will terminate simultaneously with the occurrence of one or more of these events.

32: Acceptance and changes to Terms of Use

You acknowledge and accept that your use of the Paymate Website and Services indicates your acceptance of these Terms of Use and the Privacy Policy.

These are the current Terms of Use. They replace any other terms of use for the Paymate

Website and Services previously published on the Paymate Website. Paymate may at any time vary the Terms of Use without your consent. If we vary the Terms of Use, we will notify you by publishing the date and topic changed on the Paymate Website. If we vary the Terms of Use by introducing or increasing any Fees, we will publish the updated information on our website at least 30 days before the change takes effect. If we vary the Terms of Use in any other way (e.g. to correct a typographical error or to reduce the amount of a Fee), we will publish the updated information on our website no later than the day on which the change takes effect. You accept that by doing this, we have provided you with sufficient notice of the variation. We are under no obligation to specifically notify you of any variation to these Terms of Use other than as set out in this clause. By your use of the PaymateWebsite after any variation has taken effect, You are taken to have accepted the new Terms of Use.

33: General

The laws of New South Wales govern this website and these terms of use. You hereby irrevocably and unconditionally consent that exclusive jurisdiction for any claim or dispute with Paymate or relating in any way to your use of the Paymate website resides in the courts of New South Wales; you further agree and expressly consent to the exercise of personal jurisdiction in the courts of New South Wales in connection with any such dispute; you waive any objection to the laying of venue of any such dispute in the courts of New South Wales; and you agree not to plead or claim in any court that such dispute brought therein has been brought in an inconvenient forum.

Should any clause or part thereof of these Terms of Use be found to be void, unenforceable or invalid, then it is severed from this agreement, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of this Agreement.

In connection with your use of our website, your Account, or the Services, or in the course of your interactions with Paymate, other Users, or third parties, you will not:

- breach this Agreement, the Acceptable Use Policy or any other agreement or policy that you have agreed to with Paymate; (The Acceptable Use Policy is available online from [here](#)).
- violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- infringe Paymate's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy; sell counterfeit goods;
- act in a manner that is defamatory, trade libellous, threatening or harassing;

- provide false, inaccurate or misleading information;
- send or receive what we reasonably believe to be potentially fraudulent funds or funds that you should have known to be fraudulent, not authorized by the Cardholder, or that you should have known to be authorized by a Cardholder colluding with you for a fraudulent purpose;
- refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both Paymate and the Seller, bank or credit card issuer for the same transaction;
- use an anonymising proxy;
- control an Account that is linked to another Account that has engaged in any of these above activities;
- conduct your business or use the Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to Paymate, other Users, third parties or you;
- have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the Paymate Services;
- use your Account or the Paymate Services in a manner that Paymate, Visa®, MasterCard®, or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- allow your Account Balance to become negative;
- provide yourself a cash advance from your credit card (or help others to do so);
- access the Services from a country that is not included on Paymate's [acceptable countries list](#);
- disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the Users express consent to do so;
- send unsolicited email to a User or use the Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- take any action that imposes an unreasonable or disproportionately large load on our infrastructure;

- facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the Services;
- take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers;
- Use the Services to test credit card behaviours.

34: Linking to Paymate

Please contact Paymate if you would like to link to any part of the Paymate Website. You may not frame any part of the Paymate Website without Paymate's express written consent.

35: Unacceptable Business Types

Paymate regrets we cannot offer payment facilities to sellers who wish to operate in the following categories of goods and services. If you are not sure whether your business fits into any of these categories, please email us on clientservices@paymate.com or call (Australia) **1800 240 112** (New Zealand) **0800 000 095**

These areas or industries are deemed unacceptable because of Bank and Card Scheme rules and restrictions. Previous experience has shown that they are susceptible to high levels of charge backs and/or fraudulent card activity.

- Accommodation (this applies to New-Zealand sellers only)
- Aggregators (third party payment processors)
- Airlines
- Alcohol – unless seller is licensed and restricts purchases to eligible individuals for domestic transactions only.
- All Sexually Oriented or Pornographic (including book stores, video stores, telephone conversations, video text, etc.)
- Any Illegal Products/Services (or any service or product providing peripheral support of illegal activities)
- Auction Houses
- Audio/Video Text Services

- Bail Bondsmen
- Cellular Phone/Beepers (services, not equipment)
- Chain Letters
- Cheque Cashing
- Coins, Bullion and Collectible Stamps
- Companion/Escort Services/Dating Services
- Counterfeit Branded Items, i.e. handbags, shoes, clothing, etc.
- Credit Card Protection or Identity Theft Services
- Crowd-Sourced Fundraising or Crowd Financing
- Credit Repair
- Cruise Lines
- Currency Exchanges
- Drug Paraphernalia
- Escort or massage parlour sales
- Extended Warranty Companies
- Financial Services, including provision of financial advice, securities trading or tools/software to assist in securities trading
- Firearms
- Fortune Tellers/Psychics
- Get Rich Quick Schemes
- Health Membership Clubs (Extended Memberships)
- Herbal Incenses
- Import/Export (Non Mag Stripe or MO/TO)
- Infomercial merchants or other inbound telemarketers engaged in upsell
- Insurance
- Internet Pharmacies
- Internet Tobacco/Cigarettes (including Electronic Cigarettes)
- Investment Programs/ Opportunities

- Lotteries, Gambling, internet Gambling, Contests or Sweepstakes
- Massage Parlors
- Membership/subscriptions
- Merchants Engaged in Door to Door Sales
- Merchants Engaged in Outbound Telemarketing
- Merchants offering rebates, special incentives, free gifts, prizes, sweepstakes or contests as an inducement to purchase a product/service
- Miscellaneous Entertainment (not elsewhere classified)
- Modeling Agencies
- Modification Chips (mod chips)
- Money Transfers
- Mortgage Reduction Services
- Motor Vehicles
- Multi level marketing
- Neutraceuticals/ Supplements purporting to provide health benefits as a substitute to Pharmaceuticals, or a Neutraceutical or Supplements that contain prescription medicine / pharmacy only medicine or synthetic drugs.
- Online Gaming/Gambling
- Pharmaceuticals / Drugs including – Prescription medicine / Pharmacy only medicine / Party pills / Synthetic drugs
- Prepaid Cards/quasi cash
- Pseudo-pharmaceuticals (anti-aging pills, sex nutrients, weight loss pills, etc.)
- Pyramid or Multi-Level Marketing Distribution
- Real Estate Seminars
- Search Engine Optimisation (SEO)
- Shippers/Forwarding Brokers
- Software
- Sports Forecasting or Odds Making
- Taxi/Limousines (singletons) Virtual terminal/Wireless considered High Risk)

- Telecom or Internet services
- Third Party Order Fulfillment
- Tickets and Coupons
- Timeshare
- Tobacco, Tobacco products or Tobacco substitutes (e.g Nicorette)
- Topless Bars/Clubs
- Travel Agents/Tour Operators/Travel Clubs
- Unlicensed Audio/Video/Text/Software
- Videotext, or downloadable Adult content / Nudity / Pornography / Bestiality / Child / Pornography in any form
- Weapons and Ammunitions
- Website Hosting
- Website Design