

# Paymate Terms of Use

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## 1 About the Service

This website is owned and operated by or on behalf of Paymate Global, Inc. (**Paymate**) under the domain names paymate.com, paymate.com.au, paymate.co.nz, paymatestores.com and haiwaibao.com (the **Paymate Website**). Paymate's principal place of business in the USA is at 2105 Woodside Road, Woodside CA 94062 and services are delivered from offices at Level 25, 31 Market Street, Sydney NSW 2000 Australia.

Your use of the Service (issued by Paymate), 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](#).

In addition to the Terms of Use contained in this document, other terms of use or conditions may apply to your use of the Service, 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.

Any Special Terms can be found on the Paymate Website. Other information about the Service and Paymate is also available on the Paymate Website. Special Terms applicable to the Paymate US Payments Service can be found [here](#).

Some of our products and services are regulated by the Australian Corporations Act 2001 (Cth) and issued by Paymate Pty Ltd ABN 91 093 528 002, AFSL no. 290582. As a result, before making any decision in relation to any of our products or services, you should read the [Paymate Combined Financial Services Guide and Product Disclosure Statement](#) ("Paymate FSG/PDS").

## 2 Definitions

**Bank Account** means a valid deposit, checking or savings account with a financial or deposit-taking institution in Australia, Canada, New Zealand or the United States of America.

**Business Day** means a day on which trading banks are open for business in the country where the relevant Paymate Clearing Account is held, except a Saturday, Sunday or public holiday.

**Chase Paymentech** means Paymentech, LLC, a subsidiary of JPMorgan Chase Bank, N.A. with offices at 14221 Dallas Parkway, Dallas, Texas 75254.

**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 Paymate. The clearance period is typically (but not always) four (4) Business Days for a Payment from a Nominated Debit Account and 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 Paymate through the Paymate Website.

**Material on the Paymate Website** means any 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.

**Nominated Card** means a valid credit or charge card which You may use to transfer funds from as a Sender.

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

**Nominated Debit Account** means a Bank Account which You may use to transfer funds from as a Sender.

**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 Global means Paymate Global, Inc., incorporated in the State of Delaware, USA** with registered address 2105 Woodside Road, Woodside CA 94062 USA.

**Paymate NZ means Paymate NZ Limited, Company No 1830057** with registered address c/o Gosling Chapman - A Division Of WHK (NZ) Limited, Level 6, 51-53 Shortland Street, Auckland, New Zealand. Paymate NZ is a wholly-owned subsidiary of Paymate Pty Ltd.

**Paymate AU** means Paymate Pty Ltd, ABN 91 093 528 002 with registered address c/o WHK Horwath, Level 15, 309 Kent Street, Sydney NSW 2000 Australia. Paymate AU is a wholly-owned subsidiary of Paymate Global.

**Paymate CA** means Paymate Online Payment Services Canada, Inc., Corporation Number 453335-6, with registered address at Level 20, 45 O'Connor Street, 20<sup>th</sup> Floor, Ottawa Canada K1P 1A4.

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

**Payment Brands** means any payment method provider whose payment method is accepted by Paymate for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC 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.

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

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

**Service** means the Paymate internet Payment service available for use by individuals and businesses which enables a Payment to be made between parties through either direct debiting funds from a Bank Account or a charge to a valid credit card accepted by Paymate, and the crediting of those transferred funds to a Bank Account.

**US Payments Service** means the Service specifically provided to Recipients domiciled in the United States of America and crediting of transferred funds to a Bank Account domiciled in the USA.

**You** 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 Service, 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 Eligible users**

In order to be eligible to use the Service, You must:

1. be an individual at least 18 years of age or a legal body corporate, and able to form legally binding contracts in your own name under Australian or US law;
2. have a valid and active email address;
3. if you wish to make Payments, have a valid Nominated Card or Nominated Debit Account; and
4. if you wish to receive Payments, have a valid Nominated Deposit Account.

After You apply to use the Service, Paymate may perform various credit checks on You in order to assess your eligibility to use the Service. The credit checks which we may undertake are detailed in our Privacy Policy.

### **5 Authorized users**

If You are a registered user of the Service, Paymate may in certain circumstances allow you to nominate a third party to access to your profile to deal with Payments as set out on the Paymate Website (an Authorized User).

You are responsible for any use of the Service and the Paymate Website by an Authorized User, as if that use was by you. You are also responsible for ensuring that each Authorized User complies with all obligations and responsibilities imposed on you under these Terms of Use.

You may request that Paymate cancel the authority of an Authorized User through the Paymate Website.

## **6 Registering to use the Service**

1. You must register with Paymate in order to receive Payments.
2. If you do not register with Paymate, you may be able to send Payments, but not all of the features of the Service or the Paymate Website will be available to you. For example, you will not be able to make a Payment using a Nominated Debit Account.
3. When registering with Paymate, You must provide us with certain details, including, but not limited to, your:
  - a. name;
  - b. telephone number;
  - c. valid and active email address;
  - d. mailing address (and billing address if different);
  - e. Social Security Number, Tax Id, EIN number as applicable; and
  - f. if You wish to make Payments:
    - by credit card, a credit card number (and expiry date 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 Service; or
    - by direct debit, a Bank Account number, which will be your Nominated Debit Account, and a signed authorisation form to withdraw funds from your Nominated Debit Account.
  - g. if You wish to receive Payments, a Bank Account number, which will be your Nominated Deposit Account.

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

## **7 Updating your profile**

1. If you are a registered user of the Service, You may update your profile at any time via the **Change Profile** section of the Paymate Website.
2. 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**

1. As a protection against fraud, Paymate may from time to time require you to verify your Nominated Card, Nominated Debit Account or Nominated Deposit Account.
2. Verification involves Paymate debiting and crediting a small random amount to the relevant account, and You authorise Paymate to do this.
3. 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 Service.

## **9 Paymate Fees**

1. Paymate clients (individuals and businesses) will be charged for services as set out in the Fees page ([AU](#), [NZ](#) or [USA](#)) or as otherwise agreed for a specific product or service. Charges may include a combination of subscription and transaction fees, and may vary from time to time.
2. Paymate will charge the Sender an exception processing fee equivalent to USD 15.00 for any Payments from your Nominated Card or Nominated Debit Account which are dishonoured. This fee is payable when we receive notice of a dishonour from your bank or credit card or other financial services provider.
3. All prices quoted by Paymate include GST for clients domiciled in Australia. Clients in other countries may not be liable for GST if any.
4. You are liable for any fees or charges imposed by your bank, or credit card or other financial services provider for debits and credits made to your account by Paymate.

## **10 Sending funds using Paymate**

1. A Sender initiates a Paymate transaction by providing the required information at the Paymate Website. This required information includes, but is not limited to:
  - a. whether the funds for the Payment will be withdrawn from the Nominated Debit Account or Nominated Card;
  - b. the amount of the Payment; and
  - c. the valid email address of the Recipient.
2. The Recipient to whom the Sender wishes to transfer money must have a valid and active email address.
3. To claim a Payment, the Recipient must hold a Bank Account and be registered or register with Paymate.
4. The Sender is responsible for ensuring that the Payment has been addressed to the correct Recipient. The Sender should carefully check the email address of the Recipient as an error could lead to the money being credited to the wrong person. Paymate has no liability whatsoever for Payments directed to the wrong person.
5. Paymate will only process a Payment transaction when it has received an authorisation by Electronic Instruction from the Sender directing Paymate to transfer funds.
6. You must have adequate funds available in your Nominated Debit Account or on your Nominated Card in order for the transaction to be processed. If You do not, then Paymate may recover from You any exception processing fees it incurs from any Bank or other financial institution. Paymate may deduct these amounts from any of your accounts, the details of which You have provided to Paymate, without any notice to You.
7. There are minimum and maximum Payment amounts a Sender can make in a single Payment transaction via Paymate. These amounts may change

from time to time, and the current levels are set out in the Fees page ([AU](#), [NZ](#) or [USA](#)).

8. Paymate will hold the funds in the Paymate Clearing Account until the Clearance Period has passed, and will then notify the Recipient by email that funds are available for its collection.
9. If You are a registered user of the Service, Paymate will keep a record of the Payment transaction associated with your usercode for the period specified. However You are responsible for your own record keeping for financial planning, taxation or other purposes.

## **11 Cancelling Payment**

1. A Sender may cancel certain Payments that have not yet been processed by Paymate by following the instructions on the Help page. Paymate may charge you a fee for cancelling the Payment.
2. If the Payment cannot be cancelled as set out in paragraph (1) above, the Sender cannot otherwise reclaim the Payment through Paymate, irrespective of any dispute which may arise between the Sender and Recipient.

## **12 Refused or unclaimed Payments**

1. Paymate does not represent or guarantee that a Recipient will receive or accept a Payment.
2. If the Recipient does not claim, refuses to register with Paymate, or refuses to accept a Payment within the time specified from time to time on the Paymate Website, then Paymate will cancel the transaction and return the funds to the Sender's Nominated Debit Account or Nominated Card account. Paymate may charge you a fee for cancelling the Payment.

## **13 Receiving funds using Paymate**

1. A Recipient must:
  - a. be or become a registered user of Paymate; and
  - b. provide Paymate with details of the Nominated Deposit Account;

in order to receive a Payment.

2. By accepting the Payment, You the Recipient accept liability for any loss in relation to that Payment, including without limitation liability for incorrect, negligent or unlawful Payments.
3. 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:
  - a. which is subsequently reversed or credited back to the Sender by the Sender's bank or other financial service provider; or
  - b. for which the Recipient was engaged in fraudulent conduct.

(Collectively known as a Charge Back). This right of Paymate to deduct or perform a Charge Back survives termination or expiry of your agreement with Paymate to provide the Service.

#### **14 Withdrawing from Paymate**

1. If you have registered with Paymate, You may, by advising Paymate Client Services ( [clientservices@paymate.com](mailto:clientservices@paymate.com) ), 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 with 2 Business Days notice before this can take effect.
2. 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.
3. Upon deregistration and when all pending Payments have been processed or cancelled, this agreement will be terminated.
4. Deregistration and termination do not affect Paymate's right to access your Nominated Card and Nominated Debit Account for the purposes of a Charge Back.

#### **15 Disputes**

1. Paymate takes no responsibility nor liability for any Payment You may make or receive while using this Service.
2. Paymate is not the supplier of any goods or services paid for through the Service. Any complaint you have with any goods or service should be directed to the supplier of those goods or services.
3. If You have a complaint about the Service, or believe an error or unauthorized transaction has occurred, please contact the Paymate Customer Services team who will investigate your concerns. You can do this by:
  - a. Sending an email to Paymate Client Services ( [clientservices@paymate.com](mailto:clientservices@paymate.com) ); or
  - b. writing to Client Services Manager, Paymate Global, Inc., 2105 Woodside Road, Woodside CA 94062 USA or Paymate Pty Ltd, Suite 2505, 31 Market Street, Sydney NSW 2000 Australia; or
  - c. calling Paymate on +1 (866) 376 7028 (USA) or +612 9283 6977 (AU).
4. Paymate will advise You of the procedure for the investigation and resolution of Your complaint. Within 21 days of receiving the details of Your complaint, Paymate will either advise You of the outcome of its investigation, or will tell You that Paymate needs more time to complete its investigation. Unless there are exceptional circumstances, Paymate will complete its investigation of Your complaint within 45 days. Paymate will tell You of the outcome of the investigation together with its reasons.
5. If You are unsatisfied with Paymate's response, You may ask Paymate to review the result of Paymate's investigations by:
  - a. Sending an email to [feedback@paymate.com](mailto:feedback@paymate.com) ; or

- b. writing to Client Services Manager, Paymate Global, Inc., 2105 Woodside Road, Woodside CA 94062 USA or Paymate Pty Ltd, Suite 2501, 31 Market Street, Sydney NSW 2000 Australia; or
  - c. calling Paymate on +1 (866) 376 7028 (USA) or +612 9283 6977 (AU).
6. Alternatively, you may take the matter to the Australian Financial Ombudsman Service. You can do this by:
- a. lodging your dispute using an Online dispute form. For information, visit Lodging your Dispute page or [www.fos.org.au](http://www.fos.org.au).
  - b. writing to the Financial Ombudsman Service, GPO Box 3, Melbourne VIC 3000; or
  - c. calling the Financial Ombudsman Service on 1 300 78 08 08.
  - d. Please note that this service may not be available to You if your dispute relates to a financial service provided outside of Australia.

## **16 Paymate Clearing Account**

1. When a Sender initiates a Payment the funds will be transferred from the Sender's Nominated Card or Nominated Debit Account to the Paymate Clearing Account.
2. Paymate will hold funds in the Paymate 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.
3. 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 authorized to permit withdrawals in favour of, and transfers to any account held by Paymate or Paymate NZ (whether directly or through any trading name) or to any other person or entity.
4. 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 Service.
5. Paymate will not pay interest on money held in the Paymate Clearing Account.
6. Funds held in the Paymate Clearing Account are not deposits with Paymate and are not guaranteed or insured.

## **17 Instructions to Paymate are binding**

1. Where You issue instructions to Paymate via the Paymate Website:
  - a. Paymate may act on and process all completed Electronic Instructions transmitted or issued through the Paymate Website without further consent from You;
  - b. Paymate 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.
2. Your instruction will only be regarded as accepted by Paymate when:
  - a. the Electronic Instruction containing the instruction from You enters and is recorded in the main Paymate database;
  - b. a record is created and stored in the Paymate database;

- c. a Paymate **Transaction Id** is generated by the Paymate application system.
3. You acknowledge that the transmission of your instruction through an Electronic Instruction may not be received by Paymate in accordance with this clause for reasons beyond either 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.

## **18 Shipping service**

1. The Paymate Website may from time to time allow You to order shipping services. Paymate's functions in relation to these services is limited to taking your order details and passing them onto the shipping service provider nominated on the Paymate Website and arranging for payment of the shipping service provider. By placing an order, You are appointing Paymate as your agent for the sole purpose of performing these functions. Paymate's fee for performing these functions is included in the quote provided for your order.
2. The shipping service provider will weigh all shipments on receipt and charge shipping fees accordingly. Paymate reserves the right to debit your bank account or credit card for any additional fees that may be assessed by the shipping service provider if your shipment order has specified a lower weight
3. You agree and warrant that You will fully comply with any applicable terms of the shipping service provider in relation to the shipping service, which may be displayed on or linked to from the Paymate Website.
4. Paymate does not sponsor, endorse, or approve of any shipping service provider 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 shipping service provider.

## **19 Shopping Service**

1. The Paymate Website may allow You to utilise a shopping service, as a Buyer or a Seller or both.
2. You as a Buyer can search for and order products and services from Sellers who list them for sale. Paymate's 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 Paymate as your agent for the sole purpose of performing these functions.
3. The Seller is responsible for processing all orders on receipt and organising delivery according to the Buyer's instructions. Paymate has no role in the processing or fulfilment of your order once delivered to the Seller.
4. 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.

5. 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.
6. 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 authorized by the Buyer via the Paymate Service will be processed accordingly.

## **20 US Payments Service**

1. Credit Card processing services offered under the Paymate US Payments Service are provided via Paymentech, LLC ("Chase Paymentech") a subsidiary of JPMorgan Chase Bank, N.A.. To enable Paymate to underwrite and manage this risk, we require the Recipient to submit additional Merchant Details via the Paymate Website as an application for approval of credit card merchant facilities and we may submit these to Paymentech. You may choose not to provide additional information, in which case Paymate may decide not to proceed with your application.
2. By submitting the Merchant Details as an application for US Payment Services, You are accepting the US Merchant Operating Guide and authorising Paymate to act as follows:
  - a. To submit your Personal, Financial and Merchant Details as entered by You into the Paymate Website to Chase Paymentech on request.
  - b. To accept and process credit card payments to you and settle approved payments to your nominated Bank Account.
  - c. To receive and respond to Chargebacks received against your Merchant Account, with information provided by You. Paymate will debit Your nominated Bank Account for any Chargebacks as received and may subsequently refund such Chargeback debits at our discretion and will not be liable for any Chargebacks that You may dispute.
  - d. To refund credit card payments on your instructions as received via email or telephone.
3. Paymate may require You, if receiving or proposing to receive, more than a specified value of payments in a year, to execute the Commercial Entity Processing Agreement with Chase Paymentech directly, subject to approval by Chase Paymentech and any additional terms and conditions they may require. You may choose not to execute such an agreement, in which case Paymate may decide to discontinue or not to provide You the US Payments Service.

## **21 Your other obligations**

1. You represent and warrant that all information You provide to Paymate will be complete, correct and accurate in every particular. If you provide incorrect or inaccurate information, your ability to use the Service and the Paymate Website may be suspended.
2. You agree and warrant that You will only use the Service and the Paymate Website for bona fide and lawful purposes.

3. You agree and warrant that You will not use the Service or the Paymate Website in connection with any products or services that Paymate 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](#).
4. If you are a registered user of the Service , Paymate identifies You via your usercode and password. You agree to not disclose your usercode and password to any other person, and You also agree not to use any other person's usercode and password. You must take all reasonable steps to keep your usercode and password confidential and secure. If, in breach of this clause, You do provide another person with your usercode and password, or do not take reasonable steps to keep your usercode and password confidential and secure, then You will be taken to have authorized any use of your account by that person.
5. If your usercode and/or password is lost, stolen or security is compromised in any way, or You suspect this to be the case, then You must notify Paymate immediately.
6. You agree not to levy a surcharge on a Cardholder for Credit Card Transactions by that Cardholder. Such conduct is prohibited under Credit Card International Operating Regulations (Only applicable in New Zealand and USA).

## **22 No agency**

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

## **23 Tools, calculators, games and other features**

Whilst Paymate has made 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 the Paymate Website is entirely at your own risk.

## **24 Links to other websites**

1. 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).
2. Subject to any applicable law which cannot be excluded, Paymate makes no warranties or representations:
  - a. regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material, or products or services available through Linked Websites; or
  - b. 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.

3. 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**

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 Service 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 Service will be uninterrupted. All terms implied by law, except those which can not be lawfully excluded, are excluded.

## **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:

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

## **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 the Paymate FSG/PDS.

## **29 Availability of the Paymate Website**

1. 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.
2. 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.

3. 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**

Copyright in the Material on this Website is owned or licensed by Paymate.

Except where necessary for and incidental to viewing the Material on this Website via your web browser, or as permitted under the Australian *Copyright Act 1968* (Cth) or other applicable laws, no Material on the Paymate 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.

'Paymate', 'Paymate Express', 'Paymate Stores', 'Haiwaibao', 'Paymate Sentinel' and 'TrustMark' are trade marks of Paymate AU. Third party trade marks are trade marks of the respective third parties.

### **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 Charge Back (as detailed above) survives termination. However, upon termination, you will no longer be authorized to access or use the Paymate Website.

### **32 Acceptance and changes to Terms of Use**

1. You acknowledge and accept that your use of the Paymate Website indicates your acceptance of these Terms of Use and the Privacy Policy.
2. These are the current Terms of Use. They replace any other terms of use for the Paymate Website published on the Paymate Website to date. Paymate may at any time vary the Terms of Use without your consent. If Paymate varies the Terms of Use, Paymate will notify you by publishing the date and topic changed at the top of this page on the Paymate Website. If Paymate varies 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 Paymate varies the Terms of Use in any other way (e.g. to correct a typographical error or to reduce the amount of a Fee), Paymate 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, Paymate has provided You with sufficient notice of the variation. Paymate is 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 Paymate Website after any variation has taken effect, You are taken to have accepted the new Terms of Use.

### **33 General**

1. All currency references are to US dollars unless specified otherwise.
2. The laws applicable to the Paymate Terms of Use, Paymate Website and to disputes arising out of the Paymate Terms of Use or Paymate Website are the laws of the State of Delaware, USA for services delivered by Paymate

Global and the State of New South Wales, Australia for services delivered by Paymate AU.

3. You agree to submit to the non-exclusive jurisdiction of the courts of Delaware, USA or New South Wales, Australia as applicable above.
4. 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.

### **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.