

# User Terms and Conditions



"StrataPay" means StrataPay Pty Ltd (ABN 52 097 607 451) or any of its officers, employees, servants, agents or contractors.

"Payment Services" means payment services provided by StrataPay and including:

- Internet (via your customer's or client's credit card)
- BPAY®
- POSTbillpay®
- EFT
- Direct Debit
- Mail
- Phone (with your customer's credit card)
- In person.

"Web Site" means [www.stratapay.com.au](http://www.stratapay.com.au)

## Intellectual Property Usage

1. StrataPay and all associated trademarks and images are trademarks and images of StrataPay.
2. You will not attempt to reuse, copy or reproduce in any form, whether in hard copy or electronically through any medium whatsoever, any part of the StrataPay web sites or any other materials including, without limitation, any text, images, or other data contained on the sites, without express written permission from StrataPay, other than for personal use.
3. While you may download materials from the sites for your own personal use and also have access to other StrataPay materials via any of the Payment Services, you will not and must not distribute, alter, edit, modify or tamper in any way with data downloaded from the web sites or material provided by StrataPay without the express written permission of StrataPay.
4. No documents, reports or other data printed from the web sites or obtained from StrataPay through any other Payment Service constitute official records.
5. You will not provide a link to any of the web sites or to any part of them or provide any other materials without the express written permission of StrataPay.
6. You will not provide a link to or attempt to link directly to any page of the web sites other than web site home pages.

## Secure Access Details

7. Other than by use in StrataPay web sites of your valid email address and password or via use of your biller code, or phone access account or any other form of secure access details provided to you ("Secure Access Details"), you will not attempt to gain access to any reports, documents, statements, registers or any other information contained on the web sites or via any of the Payment Services without having the express authority from StrataPay.
  8. Any person who supplies StrataPay with your Secure Access Details will be allowed to access the Payment Service and StrataPay will be entitled to presume that person is you.
  9. Your Secure Access Details must be kept safe. You must ensure that you and each person you authorise to use them do not tell or show those details to any other person.
  10. If a record of your Secure Access Details is lost or stolen or if you are aware or suspect another person knows or has used those details without your authority, you will notify StrataPay immediately.
  11. StrataPay may cancel your Secure Access Details at any time without notice for any reason.
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12. You will be liable for any losses or damages (whether direct, indirect, consequential, or otherwise) resulting from any unauthorised access to your accounts if you or any authorised user contributed to the unauthorised access because:
  - i. your Secure Access Details were disclosed to another person;
  - ii. your Secure Access Details were identified by another person because a record was kept without a reasonable attempt being made to disguise it; or
  - iii. StrataPay was not notified as soon as you became aware your Secure Access Details could be used by other person.

## Funds Availability and Clearance

13. Any payments received by StrataPay from you are subject to clearance and will be credited to your biller within three (3) banking days. StrataPay will not be liable for any loss or damage whatsoever resulting from a delay in processing of any payment.
14. It is your responsibility to ensure that there are sufficient funds available in your account to allow a payment to be made through StrataPay to your biller. In the event that a dishonour of a cheque or direct debit occurs, you will be charged a fee in accordance with the amounts set out in the Schedule of Fees. The charge will be made each time a dishonour occurs. Dishonoured direct debit requests will not be repeated without authorisation from you. In the event that StrataPay is unable to make payment to your biller for any reason the payment will be refunded to you less a Non-Payment fee in accordance with the amounts set out in the Schedule of Fees.

## Payments

15. If you use the online payment service available on StrataPay's web sites, these terms operate in conjunction with the terms and conditions applicable to the Secure Internet Payment Service provided by StrataPay and Australia Post Terms and Conditions ("Online Terms").
16. If you use the telephone payment service provided by StrataPay, these terms operate in conjunction with the terms and conditions applicable to the Direct Debit Request between you and StrataPay and Australia Post Terms and Conditions ("Phone Terms").
17. If you use the postal payment service provided by StrataPay, these terms operate in conjunction with the terms and conditions applicable to cheque accounts, return cheque fees as provided your financial institution ("Post Terms").
18. If you use the Australia Post payment service provided by StrataPay, these terms operate in conjunction with the terms and conditions applicable to the Australia Post Payment Terms and Conditions ("POSTbillpay<sup>®</sup> Terms").
19. You acknowledge that Australia Post has no obligations to you with respect to payments collected using the POSTbillpay<sup>®</sup> Payment system and Australia Post is under no obligation to account to you for payments collected using the POSTbillpay<sup>®</sup> Payment system.
20. Other terms and conditions may also apply by operation of law and the code of banking practice.
21. StrataPay is not liable for loss of funds through a breach of any of the Online Payment Terms, Phone Payment Terms, Post Terms, or POSTbillpay Terms.
22. StrataPay at no time acts as agent for you in any respect in relation to the Online Payment, Phone Payment, Post Payment, or POSTbillpay Payment.
23. You are responsible for maintaining the confidentiality of your credit card, account or other financial details. You agree that you will not hold StrataPay or any of its officers, employees, servants, agents or contractors liable, and you hereby release each of them, in respect of any misuse by any party of any such details (other than in respect of intentional misuse of those details by any of the parties released, in which case the party misusing those details is not released).

## Privacy

24. Our Privacy Policy as it appears from time to time is available here. StrataPay will take all reasonable steps to abide by this policy and you agree to abide by its terms and conditions and to act in accordance with that policy when using this site, in addition to these terms and conditions.

25. Subject to StrataPay's Privacy Policy, any communication or material that you transmit to any of the web sites by electronic mail or send or communicate to StrataPay or otherwise including questions, comments, suggestions or otherwise, will be treated as non-confidential and non-proprietary information and you authorise StrataPay to use any such communication for any purpose it sees fit, except where expressly indicated otherwise.
26. By accepting these terms and conditions, you also consent to:
  - the collection of a variety of personal information which is specified in greater detail in the Privacy Policy;
  - use of the personal information for certain purposes specified in greater detail in the Privacy Policy;
  - disclosure by StrataPay of your information in certain circumstances specified in the Privacy Policy.

## Disclaimer and Limitation of Liability

27. While StrataPay has made every effort to ensure that the information both provided directly to you or obtained and available from this site is free from error, StrataPay does not warrant the accuracy, adequacy or completeness of that information. All information is subject to change without notice. StrataPay recommends that you seek independent advice before acting upon any material contained on this web site including all the Payment Services.
28. StrataPay does not guarantee that this web site will be free from viruses, or that access to this web site will be uninterrupted. You are solely responsible for your own personal computer anti-virus and security measures.
29. In consideration for being given access to this web site and/or access to Payment Services, you release and forever discharge StrataPay, its officers, employees, servants, agents and contractors and each of them from all and any liability to you of any nature whatsoever in respect of any losses, damages (whether direct, indirect, consequential or otherwise), liabilities, claims or expenses whatsoever arising directly or indirectly from use by you or any other person of this web site or any of the links provided in this web site or reliance by you or any person upon information contained in or downloaded from this web site including all the StrataPay Payment Services.
30. Material on this web site or provided in conjunction with the Payment Services may contain general information about StrataPay's products and services. Unless expressly stated otherwise, this information:
  - does not constitute an offer or inducement to enter into a legally binding contract; and
  - does not form part of the terms and conditions for any StrataPay products and services.
31. Liability of any of StrataPay, its employees, servants, agents or contractors for any breach of any condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at the option of StrataPay, to:
  - the supply of the relevant goods and services again;
  - repair of any goods; or
  - payment of the cost of having the goods or services supplied again or repaired.

## Indemnity

32. You will be liable for and indemnify StrataPay, its employees, officers, servants, agents and contractors and each of them jointly and severally against any loss, damage, expense or cost of any nature (including, without limitation, full solicitor and client legal costs on an indemnity basis) that any of them incurs or may incur (whether directly, indirectly, consequentially or otherwise) arising out of your use of this web site or any of its contents or by use of the Payment Services or from any breach by you of any of these terms and conditions.

## Third Party Web Sites

33. StrataPay does not warrant the safety or accuracy of, and does not necessarily endorse the contents of, any third party web sites to which links have been provided on this site. If you do link to any third party sites from this web site, you agree and acknowledge that you are doing so at your own risk.

## General

34. This agreement and your access to this web site or access to any other Payment Services provided by StrataPay to you may be terminated at any time by StrataPay without notice. All restrictions, licences granted by you and all disclaimers and limitations and limitations of liability by StrataPay will survive

termination, although you will no longer be authorised to access this web site or use any of the Payment Services.

35. This agreement and your relationship with StrataPay pursuant to this agreement are governed by the laws of Queensland, Australia, and you unconditionally and irrevocably agree to submit to the non-exclusive jurisdiction of the courts of that state for the purpose of resolving any disputes to this agreement.
36. StrataPay reserves any rights not expressly granted in these terms and conditions.
37. If you disagree with any of these terms or do not intend to be bound by any of these terms, you must exit the site immediately and cease to use any services provided by StrataPay.
38. Should you continue to use any of the StrataPay services despite the terms referred to in paragraph 37 of these User Terms and Conditions, StrataPay will consider you to be bound by this agreement.
39. You are over the age of 18 years and have power and authority to enter into this agreement at law. The person accepting these terms and conditions has authority to act on their own behalf and on your behalf to enter into and bind you to this agreement.

## Schedule of Fees

40. The pricing for StrataPay is variable and can change from Biller to Biller. If in doubt, please contact StrataPay or your Biller directly.
  - a. Transaction Fees: All Payment Methods Up to \$2.75
  - b. Service Fees: (Calculated on amount of payment not including Transaction Fee)
    1. Credit Card (Visa, MasterCard) Up to 1.80%
    2. Charge Card (American Express or Diners) Up to 2.65%
    3. Cards issued outside Australia Additional 2.00%
  - c. SMS Confirmation Messages \$0.30
  - d. Fee for Dishonoured Cheque or Direct Debit or Credit Card \$35.00
  - e. Refund or Reversal Fee \$10.00
41. All fees include GST (as defined in the A New Tax System (Goods and Services Tax) Act 1999 and all relevant subordinate legislation and rulings) All fees are subject to change without notice.
42. By using any StrataPay information, reporting or Payment Services, you acknowledge and agree to the User Terms and Conditions for StrataPay outlined above.

*Terms and Conditions Last Modified on 22 January 2009*