



Payment Terms & Conditions

1. Polybiz Payment Service

- 1.1 The Polybiz payment service ("**Payment Service**") is a service provided by Polyaire Pty Ltd ABN 82 007 673 690 ("**Polyaire**", "**us**", "**we**", "**our**") for Polyaire customers ("**you**"), via our website at www.polyaire.com.au or any replacement website we notify to you from time to time ("**Site**"). The service is powered by and is provided in conjunction with IP Payments Pty Ltd ABN 86 095 635 680 ("**IP Payments**").
- 1.2 Your access to and use of the Payment Service is subject to these terms, our [Website Terms and Conditions](#) and our [Privacy Policy](#) ("**Terms**"). These terms and conditions constitute the agreement between you and Polyaire which governs the supply of the Payment Service to you.
- 1.3 We recommend that you carefully read these Terms before you use the Payment Service. If you do not agree to these Terms, you should not use the Payment Service.
- 1.4 By using the Payment Service you agree that you have received, read and understood this document and accept the Terms.
- 1.5 These Terms operate in addition to any terms of trade you have previously agreed with us (for example, when you applied to become a Polyaire account customer). Those other terms are incorporated by reference into these Terms. If there is any inconsistency between these Terms and the other terms, these Terms prevail to the extent of the inconsistency in relation to the use of the Service.

2. Changes to these Terms

- 2.1 From time to time, we may need to change these Terms to reflect our changing business. We may also need to change these Terms if we are required by law, for security reasons or for technical or infrastructure reasons.
- 2.2 We may change the Terms at any time by posting the changed Terms on the Site and by posting a notice to users on the homepage stating that a change has occurred. If you continue to use the Payment Service after being notified of a change, you will be deemed to have accepted the change.

3. Use of the Service

- 3.1 You may use the Payment Service to pay our Polyaire invoices by credit card or direct debit.

3.1.1 Credit Card

- a) Polyaire will accept the following credit cards; Amex, Visa and Mastercard.
- b) You agree that we may debit your nominated Credit Card for the settlement of Polyaire invoices as selected and authorised by you.
- c) You warrant that you are entitled to use the Credit Card for debit and that we have been authorised by you to debit your Credit Card and that it is current and valid.
- d) By entering your credit card details via the Payment Service, you authorise us to debit your nominated credit card for the settlement of the invoice(s) you nominate for payment.

3.1.2 Direct Debit

- a) To pay by Direct Debit you are required to complete a Direct Debit Authority form.
 - b) By entering your payment details for Direct Debit via the Payment Service, you authorise us to debit your nominated bank account for the settlement of the transaction/s you nominate for payment.
- 3.2 You acknowledge that once a payment transaction has been authorised, it cannot be voided or stopped.
 - 3.3 You are responsible for correctly entering all requested payment information. If incorrect information is entered, it may result in your invoice remaining unpaid.
 - 3.4 You are also responsible for ensuring that sufficient credit is available on your credit card to permit the payment of the invoice(s) nominated by you. If a credit card payment initiated by you cannot be processed, or is declined or reversed for any reason (including for insufficient credit), the nominated invoices will remain unpaid.
 - 3.5 If we believe that a payment transaction is incorrect, unauthorised, illegal, fraudulent or otherwise in breach of these Terms, we may decline or reverse the transaction and your nominated invoices will remain unpaid.
 - 3.6 You are solely responsible for paying our invoices on time. If you fail to pay an invoice on time for any reason (including if the Payment Service is unavailable for any reason, or if you fail to correctly enter all requested invoice/payment method information, or a payment initiated by you is declined), you will be solely responsible for any additional fees and charges levied by us, your credit card issuer or any financial institution.

4. Transaction Processing

- 4.1 We will use reasonable efforts to ensure that:
 - a) Payment transactions that occur before 7.00pm AEST each Business Banking Day are processed on that Business Banking Day.

- b) Payment transactions that occur after 7.00pm AEST on a Business Banking Day are processed on the next Business Banking Day.
- c) Payment transactions that occur on non-Business Banking Days (weekends, public holidays, and bank holidays) are processed on the next Business Banking Day.

("Business Banking Day" means a day (other than a Saturday or Sunday) that National Australia Bank branches are open for business in Adelaide, South Australia.)

- 4.2 However, we cannot and do not guarantee that payment transactions will be processed within these timeframes and we will not be liable for any loss, damage or costs incurred by you or any other person as a result of transaction processing delays.
- 4.3 Further, we may refuse to process a payment transaction at any time, or may require additional information from you before the transaction is processed.
- 4.4 You may be issued with a payment reference number for payment transactions you make via the Payment Service. Issue of a payment reference number does not mean that the transaction has been authorised or that your payment transaction has been successful.

5. Charges

- 5.1 We will not charge you for using the Payment Service.
- 5.2 You will be responsible for paying any charges you incur in relation to the Payment Service (including internet access charges), as well as government duties, taxes and fees.

6. Service availability

- 6.1 The Service may be accessed via www.polyaire.com.au or any replacement website we notify to you from time to time.
- 6.2 We will use reasonable efforts to provide access to the Payment Service 24 hours each day, seven days per week. We will use reasonable efforts to notify you in advance of any planned disruptions to the Payment Service by way of a service notice on the Site.
- 6.3 However, we cannot and do not guarantee the availability of the Payment Service, and will not be liable for any loss, damage or costs incurred by you or any other person if the Service is unavailable at any time.

7. Security

- 7.1 In addition to our obligations at law, we will use all reasonable efforts to ensure that the Payment Service is secure and that the information you provide via the Payment Service is kept confidential and secure. Further information about the security measures implemented by IP Payments for the Payment Service is set out below:

IP Payments ensures confidential information remains secure through the use of multiple layers of security and industry standard encryption technologies. From the moment you submit your order, confidential data including credit card details are encrypted using 128-bit SSL certificates, and in accordance with Visa & Mastercard standards your credit card details are never stored in clear text.

You can confirm you have established a secure SSL connection by looking for the locked padlock in the bottom status bar of your browser. You can confirm the validity of the certificate by double clicking the padlock and checking the certificate:

- a) Has been "issued to" www.ippayments.com.au;
- b) "Issued by" Thawte Premium Server CA; and
- c) The date range is valid.

If the certificate appears invalid then do not proceed with the transaction, take a screen shot of the certificate and email info@ippayments.com.au for further assistance.

- 7.2 However, you acknowledge that all electronic and telephonic data transfers are potentially susceptible to interception by others. We cannot and do not guarantee that information you submit via the Payment Service will not be monitored, read, or intercepted by others, and we will not be liable for any loss, damage or costs incurred by you or any other person if your information is monitored, read or intercepted in this way.

8. Our liability to you

- 8.1 Neither we nor our related companies accept any liability (whether arising from negligence or otherwise) for any loss, damage, costs or expenses that you may suffer or incur as a result of using or accessing the Payment Service or the Site, except to the extent that we are required by law to do so.
- 8.2 In particular, except to the extent required by law, we and our related companies do not accept, and specifically exclude, liability for any business losses, or losses of data or profits, or any other direct, indirect or consequential loss or damage, which you may suffer in connection with our supply, non-supply or defective supply of the Payment Service.
- 8.3 Except as expressly stated in these Terms, we and our related companies do not give any warranties (whether express or implied) regarding the Payment Service or the Site.
- 8.4 To the maximum extent permissible by law, we and our related companies also exclude all liability to you for breach of any term, condition, or warranty implied by law into these Terms. If liability for breach of an implied term cannot by law be



excluded but can be limited, then we and our related companies also limit our liability to you to the re-supply or payment of the cost of re-supplying the relevant goods or services.

9. Your liability to us

- 9.1 To minimise the costs associated with operating the Payment Service, we also require that you take responsibility for any harm we or our related companies suffer as a result of your use of the Payment Service.
- 9.2 You therefore agree to indemnify us and our related companies from and against any loss, damage, costs or expenses suffered by any of us arising out of or in any way connected to the use of the Payment Service by you or someone using your username and password.

10. Termination

- 10.1 We may terminate or suspend the Payment Service or your access to the Payment Service for any reason at any time. We may attempt to notify you in advance, but we are not obliged to do so.
- 10.2 If the Payment Service or your access to the Payment Service is terminated or suspended:
- a) You will need to make alternative arrangements to pay any unpaid invoices, which must still be paid by the required payment date.
 - b) You will also still be responsible for any fees and charges you incurred in relation to the Payment Service before the termination or suspension date.

11. Intellectual Property

- 11.1 We and our licensors own or have right to use all intellectual property rights relating to the Site or the Payment Service, including all intellectual property rights in any pictures, catalogues, trade marks and other content appearing on the Site. This content is provided for reference purposes only and must not be copied or otherwise reproduced without our prior written permission.

12. General

- 12.1 We and you are independent contractors and no agency, partnership, joint venture or employment relationship is intended or created by these Terms.
- 12.2 If any of these Terms are invalid, unenforceable or illegal, that term will be struck out and the remaining terms will remain in force.
- 12.3 If we do not act in relation to a particular breach by you of these Terms, this will not be treated as a waiver by us of our right to act with respect to subsequent or similar breaches.
- 12.4 These Terms (and your dealings with us) are governed by the law in force in the State of South Australia, Australia. You and we each submit to the non-exclusive jurisdiction of the courts of that State.

13. Privacy

The information provided by you or collected by us as a result of your use of the Payment Service will be dealt with in accordance with our [Privacy Policy](#).
