

# Terms and Conditions

## APPLICABILITY

These Terms and Conditions apply to all usages by you of our payment service, EcoPay. This includes purchases by you of products and/or services sold by third party merchants. EcoPay is operated by Ecopay Pty Ltd ABN 62 685 843 725 (**EcoPay**) in association with Southern Payment Systems Pty Ltd ABN 46 154 451 582 (**SPS**).

Any references to 'we', 'our' or 'us' in these Terms and Conditions are references to EcoPay and/or SPS (as applicable).

By selecting EcoPay to process your payment at the point of purchase or otherwise using, or taking steps to use, EcoPay, you are deemed to have read, accepted and agreed to be bound by:

- these Terms and Conditions; and
- the [SPS Terms and Conditions](#).

The SPS Terms and Conditions are expressly incorporated by reference into these Terms and Conditions. On acceptance of these Terms and Conditions, you will owe separate obligations to both EcoPay and SPS to comply with the SPS Terms and Conditions. The clauses in the SPS Terms and Conditions which benefit SPS will be read and interpreted so that EcoPay is the beneficiary of those terms and they will be enforceable as part of these Terms and Conditions.

Our use of your information is subject to our Privacy Policy, which can be found on our website ([www.ecopay.org](http://www.ecopay.org)).

IF FOR ANY REASON YOU DO NOT AGREE WITH OR CANNOT ABIDE BY THESE TERMS AND CONDITIONS (INCLUDING THE SPS TERMS AND CONDITIONS) OR OUR PRIVACY POLICY, PLEASE EXIT THIS PORTAL IMMEDIATELY. OTHERWISE BY ACCESSING AND USING THIS PORTAL AND/OR BY PURCHASING PRODUCTS OR SERVICES USING OUR SERVICES OR OTHERWISE USING ECOPAY, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY.

## CHARITABLE DONATIONS

EcoPay undertakes to donate a portion of every transaction fee charged to merchants for use of the EcoPay payment service (**Donation Rate**). The Donation Rate may be updated by us from time to time in response to business and market conditions, but will be a rate which is not less than 20% of the transaction fees charged to merchants. The Donation Rate applicable to your transaction(s) will be set out in the Donation Confirmation Email which will be sent to you after use of the EcoPay service.

At the point of purchase, you will have the opportunity to select a charity (**Nominated Charity**) from a shortlist of charities which have been pre-selected by the merchant (**Shortlisted Charities**). The Shortlisted Charities have been carefully selected to ensure their purposes and activities are aligned with EcoPay's objective of making our environment, our communities and our ecosystems more sustainable.

After your transaction with EcoPay has been processed, you will receive an email from us confirming your choice and completion of the donation to your Nominated Charity (**Donation Confirmation Email**).

If for any reason, we are unable to remit the donation to your Nominated Charity, we will donate the same amount to a charity which operates for similar purposes. We will send you an email to let you know if this happens and will let you know the name of the substituted charity.

## **FEES**

You (the consumer) will not be charged any additional fees by EcoPay for using the EcoPay services to process your payment(s) at the point of sale.

In some circumstances, the merchant from whom you are purchasing products and/or services may seek to charge you an additional amount for processing payments using a particular payment service (e.g. EcoPay, Amex, Mastercard). However, any such charges are at the discretion of the merchant. These charges are not imposed or collected by EcoPay and they are not a condition of EcoPay providing the EcoPay services.

## **PRIVACY COLLECTION STATEMENT**

By using EcoPay's services, including by selecting it as a payment processing method at a merchant's point of sale, you are expressly authorising us to collect, use and disclose your details (including your name, email address and phone number) to third party suppliers of services (including SPS), for the purposes of processing your payment and so we can arrange for a portion of the transaction value to be donated to your nominated charity. If we do not collect your personal information, we may be unable to supply you with EcoPay's services.

We may also use your personal details to send the Donation Confirmation Email and associated correspondence, as well as to communicate with you, including in respect of products and services, special offers and events, which might interest you (**Marketing Communications**). You can opt out of receiving Marketing Communications from us at any time by clicking an email "unsubscribe" link or by submitting a Privacy Request Form to [support@ecopay.org](mailto:support@ecopay.org)

Please refer to our Privacy Policy for all matters relating to our collection, use and disclosure of your information.

## **AUSTRALIAN CONSUMER LAW**

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a cancel your service contract with us and to obtain a refund for the unused portion, or to compensation for its reduced value, for a major failure and compensation for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

You may not be entitled to a remedy if EcoPay failed to meet a consumer guarantee due to something a third party did or did not do or which was otherwise caused by something beyond human control.

## **LIABILITY**

The maximum cumulative liability of each party under these Terms and Conditions, whether under the law of contract, tort (including negligence) or otherwise, will be limited to the lower of

(i) an amount equal to the amount processed by EcoPay on your behalf in the 7 days' period immediately before the date of the event giving rise to the claim; or (ii) A\$1,000.

A party will not be liable to the other in respect of any consequential loss (including loss of profit, loss of revenue, loss of opportunity, loss of contract, loss of goodwill and any other loss (whether direct or indirect), not arising naturally from the relevant breach) which may be suffered or incurred by the other party under these Terms and Conditions, and this exclusion of liability will apply whether the liability or claim is based on breach of contract, repudiation, tort (including negligence), under statute, in equity or otherwise.

## **ERRORS AND OMISSIONS**

Occasionally there may be information on our portal that contains typographical errors, inaccuracies or omissions (together, “**errors**”). We reserve the right to correct any errors, and to change or update information or cancel transactions if any information is inaccurate at any time without prior notice (including after you have submitted your transaction).

## **GOVERNING LAW**

These Terms and Conditions are governed by the laws of Victoria, Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of that State.

## **AMENDMENTS**

We may amend these Terms and Conditions from time to time without notice, or we may notify you of any significant changes to these Terms and Conditions by sending you an email or otherwise directing you to read and confirm your acceptance of the updated terms. Notwithstanding the foregoing, by using EcoPay or taking steps to use EcoPay, you are deemed to have agreed to the then current Terms and Conditions.

## **SEVERABILITY**

If any part of these Terms and Conditions is determined to be unlawful, void or unenforceable, that part will be severed and the remainder of the Terms and Conditions will remain in full force and have full effect.

## **NO WAIVER**

Our delay or failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

## **CONTACT US**

If you have any questions or queries regarding these Terms and Conditions, please contact us at: [support@ecopay.org](mailto:support@ecopay.org).