



The New Way To Pay Online

POLi™ Terms & Conditions

Your use of the POLi™ Service for Facebook is subject to the following terms and conditions (**Terms**). By using the POLi™ Service for Facebook, You agree to be bound by the Terms in respect of POLi™ and You may not deny any of the acknowledgments contained in these Terms.

These Terms apply separately to each and every payment or attempted payment made using Your internet banking facilitated by the POLi™ Service for Facebook. We may withdraw Your ability to use POLi™ Service for Facebook at any time, including if You do not comply with these Terms.

If You do not agree to any of these Terms, then You must not use the POLi™ Service for Facebook. If You do not agree, then do not accept these Terms, and do not use the POLi™ Service for Facebook. .

Sections

This document contains the following sections:

- Definitions
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- Disclaimer & Indemnity
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Definitions

In these Terms, unless the context otherwise requires:

Centricom means Centricom Pty Ltd ACN 105 393 664;

POLi™ Service for Facebook means the web-based service offered by Us that facilitates Your use of Your internet banking services provided by Your financial institution for making a payment to another POLi™ User's bank account by way of a "pay anyone" electronic transfer from Your bank account held with Your financial institution;

POLi™ Software means the application software that We make available for the purpose of the POLi™ Service under these Terms;

POLi™ User means a person with a Facebook account who has:

- authorised the POLi™ Service for Facebook to interact with that person’s Facebook Account; and
- registered their details with the POLi™ Service for Facebook;

Terms means the terms and conditions as in force at the time when You use the POLi™ Service for Facebook;

You refers to each person who uses the POLi™ Service for Facebook;

We, Us, Our, and Ours each mean, as the context requires, Centricom and its respective affiliates, licensors and service providers;

POLi™ means the POLi™ Software and the POLi™ Service for Facebook;

POLi™ Software

By using the POLi™ Service for Facebook You agree that:

- Centricom owns all of the Intellectual Property and rights in POLi™;
- You will only use the POLi™ Software to access and use the POLi™ Service in accordance with these Terms, and for no other purpose;
- You will not modify, adapt, translate or create derivative works based upon the POLi™ Software;
- You will not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the POLi™ Software;
- You will use POLi™ to initiate a payment from Your account held with Your financial institution, and not from any other account;
- You will not monitor or alter the execution of POLi™ using tools external to POLi™;
- You will not alter the inputs, outputs or internal data of POLi™ while executing;
- Your access to, and use of, any third party software or websites, including any goods, services, software or information made available from such sites, is governed by the third party’s terms and conditions found, if any, and is at Your own risk;
- You will not use the POLi™ Software from countries that are subject to U.S.A. export restrictions, including Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria;
- POLi™ is provided “as is” without any warranty or indemnity of any kind by Centricom; and
- This agreement is enforceable like any written contract signed by You.

POLi™ Service for Facebook

POLi™ is not a credit payment service.

The services available to You using the POLi™ Service for Facebook are limited to:

- giving You the ability to send a request to Facebook friends to make an electronic funds transfer to You by that Facebook friend using the POLi™ Service for Facebook;
- facilitating Your use of the electronic funds transfer facility from Your account held with Your financial institution, to another POLi™ User's bank account by, once You are logged into the internet banking system of a financial institution supported by POLi™ with whom Your bank account is held, populating the relevant fields of the internet banking screen for transferring funds to a POLi™ User's account;
- confirming Your financial institution's transaction number and notifying Us of same; and
- using the functionality of Facebook, but subject to the relevant POLi™ User's privacy settings:
 - sending a message to all POLi™ Users who are party to the transaction, advising them of the transaction, ; and
 - posting notice of the transaction on the "wall" of all POLi™ Users who are party to the transaction.

Any payment made by You to a POLi™ User that is facilitated by the POLi™ Service for Facebook will always be subject to Your financial institution's terms, conditions and policies that govern internet banking in so far as they relate to transfers of funds from Your account to a third party's account.

You acknowledge that the bank account for payment to the POLi™ User facilitated by the POLi™ Service for Facebook is nominated by that POLi™ User, and may or may not be an account in the name of the POLi™ User.

By utilising the POLi™ Service for Facebook, You warrant that the account from which You are initiating the payment is Your account, and that You are authorised to make payments from the account from which that payment was made.

You acknowledge and agree that if We use POLi™ to process a refund of a previous payment that You initiated using POLi™, that refund is to be directed to the same account from which the original payment was initiated.

Permitted purposes

You may only use the POLi™ Service for Facebook for:

- personal, domestic or household purposes; or
- any other purpose that We may permit as notified during the setup process from time to time.

You must notify Us if You wish to use the POLi™ Service for Facebook for any other purpose. Your use of the POLi™ Service for Facebook for any such purpose not expressly permitted by Us will not be deemed as Our consent to that use, and You agree that We may unilaterally terminate Your use of the POLi™ Service for Facebook if We have reason to suspect that You are using the POLi™ Service for Facebook for a purpose that is not expressly permitted by Us.

Your Internet Banking Facilities and Software

By making POLi™ available to You, We are not making any representation that We or POLi™ have the approval or, an affiliation with, or any licence from or agreement with Your financial institution to operate or make POLi™ available for use by You.

By using any aspect of the POLi™ Service for Facebook, You acknowledge that:

- access to the POLi™ Service for Facebook, use of the POLi™ Service for Facebook, or any websites operated by any financial institutions will not be uninterrupted or error-free;
- the performance of the POLi™ Service for Facebook (including response times) will depend on factors outside the parties' control including the design and performance of Facebook and financial institutions' websites and systems, the state of the relevant telecommunications networks and their interconnections and network congestion;
- financial institutions are not obliged to notify Us of any changes to the layout or functionality of their websites or any outages, faults or errors in the performance of their websites;
- an internet banking receipt, whether issued by a financial institution or POLi™ is not to be taken as conclusive proof that the transaction has been processed by the financial institution or a POLi™ User's bank, or that funds will be, or have been, deposited to a POLi™ User's bank account;
- although We will implement reasonable security procedures, it cannot warrant that unauthorised access to information and data cannot occur.

In order to access and use the POLi™ Service for Facebook, You may be required to download certain pre-requisite third party software, that is required for the POLi™ Software to operate. Your download of that third party software is subject to the terms and conditions imposed by the licensor of that software.

Disclaimer and Indemnity

WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE, HOWEVER CAUSED (INCLUDING THROUGH NEGLIGENCE), THAT YOU MAY DIRECTLY OR INDIRECTLY SUFFER IN CONNECTION WITH YOUR USE OF POLi™, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE THAT ARISES AS A RESULT OF YOUR DOWNLOAD OR USE OF THE THIRD PARTY SOFTWARE REFERRED TO ABOVE.

NOTWITHSTANDING THAT WE MAY REPRESENT, WHETHER TO YOU OR ANY OTHER PERSON, THAT A TRANSACTION OR PAYMENT HAS BEEN MADE, YOU AGREE THAT ANY SUCH PAYMENT IS THE RESPONSIBILITY OF THE FINANCIAL INSTITUTIONS USED BY THE RELEVANT POLi™ USERS. ANY DELAY IN CLEARING, OR GIVING EFFECT, TO A TRANSACTION IS THE RESPONSIBILITY OF THOSE INSTITUTIONS, AND IS GOVERNED BY THEIR RELEVANT TERMS OF SERVICE. AN INTERNET BANKING RECEIPT, WHETHER

ISSUED BY A FINANCIAL INSTITUTION OR POLI™ IS NOT TO BE TAKEN AS CONCLUSIVE PROOF THAT THE TRANSACTION HAS BEEN PROCESSED BY THE FINANCIAL INSTITUTION OR A POLI™ USER'S BANK,, OR THAT FUNDS WILL BE, OR HAVE BEEN, DEPOSITED TO A POLI™ USER'S BANK ACCOUNT.

TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, AND STATUTORY GUARANTEES IN RESPECT OF POLI™ AND YOUR USE OF POLI™ INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHERE ANY APPLICABLE LAW PROHIBITS US FROM EXCLUDING OR MODIFYING ANY STATUTORY GUARANTEE OR IMPLIED WARRANTY OR CONDITION, SUCH GUARANTEE, WARRANTY OR CONDITION WILL BE DEEMED INCLUDED AND OUR LIABILITY FOR BREACH THEREOF WILL, TO THE EXTENT PERMISSIBLE, BE LIMITED TO PROVIDING THE RELEVANT SERVICE AGAIN.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE LOSS OR DAMAGES, NOR FOR ANY LOST PROFITS, LOST BUSINESS OR LOST DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSES OR CIRCUMSTANCES GIVING RISE TO SUCH LOSS, DAMAGE OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE OR LIABILITY IS BASED ON NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM.

YOU WILL INDEMNIFY US AND KEEP US HARMLESS FROM AND AGAINST ANY CLAIM MADE AGAINST US BY ANY PARTY ARISING OUT OF ANY BREACH BY YOU OF ANY OF YOUR WARRANTIES OR OBLIGATIONS UNDER THESE TERMS OR ARISING OUT OF ANY UNAUTHORISED, IMPROPER OR ILLEGAL USE OF POLI™.

Your Obligations

You will ensure that Your access to or use of POLi™ is not illegal or prohibited by laws that apply to You.

You must ensure that any information that You submit to POLi™, including bank details, is true and correct.

You will take Your own precautions to ensure that the process that You use for accessing or using POLi™ does not expose You to the risk of viruses, malicious computer code or other forms of interference that may damage Your computer system. For the removal of doubt, We do not accept responsibility for any interference or damage to Your computer system that arises in connection with Your use of the POLi™ Software.

Fees

We do not charge You a fee for using the POLi™ Service for Facebook to make a transaction.

If You:

- use the POLi™ Service for Facebook to request funds; and
- request, or use, these funds other than for a personal, domestic or household purpose,

We may charge You a fee (**Transaction Fee**), which will be invoiced in arrears at the end of each calendar month, and which will be payable within 30 days of invoice. If We request, Our invoices must be payable by direct debit from Your Bank Account and You must execute a direct debit authority in Our favour in respect of Your Bank Account.

The Transaction Fee will be:

- if You request the funds for a purpose, other than for a personal, domestic or household purpose, that is otherwise permitted as notified in the setup process of the POLi™ Service for Facebook, the amount that We notify You (whether by Facebook or otherwise) from time to time; or
- if the foregoing situation does not apply, an amount expressly agreed between You and Us in writing; or
- if neither of the foregoing situations apply, an amount equal to 75% of the funds received by You.

Complaints, Unauthorised Transactions and Mistaken Transactions

If You believe that there has been an unauthorised or mistaken transaction, You should contact Your financial institution and endeavour to address the issue under the terms and conditions applicable to Your internet banking facility.

If You have any other complaint, You should follow Our Dispute Resolution Policy
http://polipayments.com/support_complaint.

Privacy

We recognise that Your personal information is very important to You and We are committed to promoting confidence in the manner in which Your personal information is handled by Us.

Your account access information such as usernames and passwords are not captured or stored by POLi™ or by Our website. However POLi™ will:

- store Your financial institution account number and any other details requested from You during the setup process;
- if You transfer funds by use of the POLi™ Service for Facebook, observe and record:
 - the financial institution and account number from which the transaction was made;
 - the transaction number issued by the financial institution;
 - any other details reasonably required by Us in order to manage and protect the integrity of POLi™; and

- have access to that information specified at the time You install the POLi™ Service for Facebook.

We may disclose your information to third parties to the extent necessary in order to give effect to the transaction and otherwise as permitted by Your Facebook privacy settings.

If You do not disclose any of the above information to Us, We may not be able to make the POLi™ Service for Facebook available to You.

Legal Construction

These Terms will be governed by, and interpreted according to, the laws of Victoria, Australia and You consent to submit to the jurisdiction of the courts of Victoria.

WE ACCEPT NO LIABILITY FOR ANY FAILURE TO COMPLY WITH THESE TERMS WHERE SUCH FAILURE IS DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL.

If We waive any rights available to Us under these Terms on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these Terms conditions are held to be invalid, unenforceable or illegal for any reason, it will be read down to the extent of the invalidity, unenforceability or illegality, and the remaining terms and conditions shall nevertheless continue in full force.

These Terms constitute the entire agreement between You and Us concerning Your use of POLi™ Service for Facebook.

The Terms that were available from Our website at the time of Your transaction will apply to that transaction.

While We retain the right to unilaterally vary these Terms without notice, that variation would only apply to subsequent use of the POLi™ Service for Facebook.