
EFTsure “check who you’re paying” Terms and Conditions of Service

1 Terms of Service

These terms and conditions are a legally binding agreement between EFTsure Pty Limited ACN 168 403 736 (**we, us or our**) and any person (**you or your**) governing your use of the “check who you’re paying” service (the **Service**). These terms and conditions, combined with our Privacy Statement and Confidentiality Commitment available at <https://home.eftsure.com.au/privacy>, is the complete **Agreement** between us and you about the Service.

- (a) If you are entering into this Agreement on behalf of a company or legal entity, you are deemed to have confirmed to us that you are an officer, employee or contractor of the legal entity who has authorised you to enter into this Agreement, in which case the terms “you” and “your” shall refer to such entity.
- (b) In consideration of your access to and use of the Service, you agree to abide by, and be bound, the terms and conditions set out in this Agreement and acknowledge that, as we provide the Service on a free, self-serve basis to help Australian small businesses reduce fraud, these limits are reasonable and necessary to protect our business.
- (c) By clicking “agree” or using the Service, you acknowledge that you have read and accept all the terms of this Agreement. If you do not accept all the terms of this Agreement, you must not use the Service.

2 Licence

- (a) You may access and use the Service in accordance with this Agreement solely for your internal business purpose to evaluate the Service.
- (b) Your right to access and use the Service is provided on a royalty-free, non-exclusive, non-transferable basis and may be revoked by us at any time.
- (c) You agree that all rights, title and interest (including all intellectual property rights) in the Service remains our property (and/or our third-party licensors’ property). The only rights you have in respect of the Service are those granted to you under this Agreement and nothing in this Agreement grants you any right to access or use any other services or products provided by us.
- (d) You grant us a licence to use the information you submit to us in connection with your use of the Service for:
 - (i) the purpose of providing the Service; or
 - (ii) for a purpose described in the Privacy Statement and Confidentiality Commitment.

3 Limits of the Service

You acknowledge and agree that:

- (a) the Service is provided on an 'as-is' basis and you assume the entire risk of its quality and performance;
 - (b) our Service cannot eliminate or address all risks of error or fraud and agree that, subject to clause 5, we are not liable for loss or damage that you or your related bodies corporate may incur in relation to your use of, or reliance on, the Service, including through error or fraud that the Service does not detect.
 - (c) the payee detail checks our Service provides are based on the information available to us at the time you request the check. We will not provide any updates or notifications to you if a payee's details change or new information becomes available to us, and we will not provide any ongoing support services to you.
 - (d) although we will use reasonable endeavours make the Service available at all times, we make no representations, warranties or guarantees in relation to the availability or continuity of the Service.
 - (e) we use reasonable endeavours to ensure the Service does not include viruses or harmful code, however we make no representations, warranties or guarantees that the Service is free from viruses or harmful code and you agree it is your responsibility to protect yourself from viruses or harmful code.
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4 What you can't do

You must not:

- (a) use the Service in a way which breaches any law, infringes a third party's rights, or in a manner which interferes with the rights of any other person;
 - (b) use the payee detail checks provided by the Service for any purpose other than checking payees' details for your own internal business purposes;
 - (c) redistribute or re-sell any part of the Service or create a derivative product based on the Service;
 - (d) incorporate the Service in any other product or service offered or provided by you;
 - (e) copy, mass-download, or use the payee detail checks output by the Service to create or augment any dataset for any use;
 - (f) attempt to undermine the security of our (or our suppliers') systems or networks;
 - (g) misuse the Service in a way that would reduce its functionality, or reduce the functionality of our other services;
 - (h) attempt to modify, reverse-engineer or decompile any part of the Service; or
 - (i) sublicense or assign any of your rights under this Agreement.
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5 Exclusions and Limitation of Liability

- (a) To the extent permitted by law:
 - (i) we exclude any representations, warranties, undertakings, terms or guarantees (including those implied by the Australian Consumer Law or other legislation) other than those expressly stated in this Agreement;

- (ii) if any warranty, term or guarantee is implied into this Agreement by the Australian Consumer Law or other legislation, your remedy under that warranty, term or guarantee is limited to our re-supply of the Service;
 - (iii) we are not liable for any special, incidental, consequential or punitive damages, or damages for loss of profits, revenue, goodwill, expected savings, or loss or corruption of data, whether in contract, tort, equity or otherwise; and
 - (iv) subject to clause 5(a)(iv) and 5(b), our maximum aggregate liability to you for all claims under or in relation to this Agreement or its subject matter, howsoever arising, will not exceed AUD\$100.
- (b) You indemnify us against any claim, proceedings, loss, damage, fine, penalty, interest and expense arising out of or in connection with breach of this Agreement by you in respect of your access to and use of the Service and non-compliance with any law by you.
- (c) You acknowledge that you have relied on your own skill and judgment and enquiries in deciding to use the Service and that we have made no promises, representations, warranties or undertakings about the benefits of the Service or their suitability for any particular purpose or person.
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6 General

- (a) This Agreement constitutes the entire agreement between you and us in relation to the Service and does not grant any rights or benefits to any party other than you and us.
- (b) We may amend this Agreement at our discretion, but will notify you of the change using the email address you have provided and through a notice on our website. Your continued use of the Service will be deemed as agreement to the amendment.
- (c) If any part of this Agreement is void or unenforceable, that part will be severable from and will not affect the enforceability of the remaining provisions.
- (d) This Agreement is governed by the law of New South Wales, and you agree to submit to the exclusive jurisdiction of the courts of New South Wales.