

Superloop Credit Card Portal Terms & Conditions.

The Superloop Credit Card Portal is a website facility operated by Superloop (Operations) Pty Ltd (**Superloop**) to enable Customers to pay their bills easily using the payment technology of Eway, in accordance with their terms and conditions and their privacy policy, which can both be found at: <https://www.eway.com.au/> (**the Credit Card Portal**). These terms refer to you as "You", "Your" or the "Customer" throughout.

By Your use of the Credit Card Portal, You acknowledge that You have read and understand these Terms and Conditions of Use and agree to be bound by them, including any Eway linked terms or policies. The Terms and Conditions constitute a binding legal agreement between You (**the Customer**) and Superloop as to the use of the Credit Card Portal.

1. General principles and responsibilities.

- a) The Credit Card Portal can only be used to pay tax invoices raised by Superloop for services rendered and payments may only be made using a current and valid credit card. Superloop accepts payment by the following credit cards:
 - Mastercard
 - Visa
 - American Express
- b) The Customer accepts the following conditions in respect of all payments made via the Credit Card Portal:
 - i. All payments must be in Australian dollars (AUD);
 - ii. The minimum credit card transaction amount is \$5.00 and the maximum transaction amount the value of the Superloop invoice being paid;
 - iii. By providing credit card details to Superloop, the Customer authorises Superloop or its agents and suppliers to charge the nominated invoiced amount to the nominated credit card;
 - iv. If the Customer fails to make payment of an invoiced amount by the due date (whether as a result of incorrectly entering information via the Online Credit Card Portal, a declined payment, or otherwise) the Customer may be liable for late payment penalties and interest;
 - v. Processing fees apply as specified below in Clause 2 and will be charged against the Customer's nominated credit card after the invoiced payment has been processed either added to the next invoice or charged separately within one month of the processed payment;
 - vi. Where a payment is declined for any reason, any fees and charges imposed by the Customer's credit card provider are the sole responsibility of the Customer and the Customer indemnifies Superloop in respect of any charges it incurs as a result;
 - vii. The Customer's credit card provider may charge a transaction processing or usage fee for the payment of the Superloop Tax Invoice which will be charged against the Customer's nominated credit card at the same time as the invoice payment;

- viii. Superloop will not intervene or represent the Customer in discussions relating to payment transactions with the Customer's credit card provider, whether or not the transaction was successful or declined for any reason;
- ix. The Customer is responsible for ensuring sufficient funds are available for a successful payment transaction;
- x. The Customer acknowledges that the payment transaction history is the property of Superloop;
- xi. If the Customer believes a payment transaction is incorrect or was not processed as entered or is unauthorised, or otherwise disputes the payment made, the Customer must advise Superloop in writing in the first instance setting out reasonable details of the disputed payment and Superloop must investigate the dispute within a reasonable period;
- xii. Where a dispute exists between the Customer and the Customer's credit card provider, Superloop may provide relevant payment transaction information to the credit card provider or Superloop's banking institution, without user notification, to assist in resolution of the dispute and the Customer agrees to the disclosure of this information for those purposes; and
- xiii. The Customer accepts that Superloop has sole discretion in determining if a transaction is valid or invalid in its absolute discretion and that Superloop is not responsible for its third-party credit card processors, its online payment system and interfaces with associated processors, and bank processing arrangements, including Eway.

2. Processing Fees.

Superloop charges the following processing fee for each credit card transaction on the Credit Card Portal:

CARD ISSUER	PROCESSING FEE
Visa / Mastercard	N/A
American Express (AMEX)	1.75%

The above fees are payable in addition to any fees charged by the Customer's credit card issuer/financial institution, which are the responsibility of the Customer or owner of the nominated credit card used to pay via the Credit Card Portal. This includes fees or charges for successful and declined transactions. Processing fees may change over time and the current fees applicable with be contained in this document and Superloop has no obligation to communicate any variations to the processing fees charged to its customers.

3. Refund Policy.

When the Customer requests a refund of payments made to Superloop via the Credit Card Portal and Superloop agrees to refund the monies, the refund less any processing fees will be credited to the credit card used for the original transaction.

4. Security.

The Credit Card Portal uses high security levels, which are standard for internet banking and large-scale e-commerce sites and involve the use of 128-bit encryption. Encryption is the standard way of protecting information as it is transmitted between the user, Superloop and its third-party processors. This involves converting the information into an unreadable code using a "key" (and also decoding it using this "key").

5. Privacy.

Personal information collected through the Credit Card Portal includes Your credit card details and account information. This information is required to process Your tax invoice payments and may be shared for these purposes between Superloop, credit card providers and financial institutions associated with an online payment processing.

If You wish to request access to any personal information Superloop has collected about You for the purposes of Credit Card Portal, please contact Superloop Collections Team using the contact details provided below. Our privacy policy can be found at: <https://www.superloop.com/terms/>

6. Warranties.

While every effort has been made to ensure that information is free from error, Superloop does not warrant the accuracy, adequacy, or completeness of the Credit Card Portal material. All information is subject to change without notice. Superloop does not warrant that the Credit Card Portal will be free from viruses, or that access to the Credit Card Portal will be uninterrupted, or that the data transferred through the Credit Card Portal is secure and will not be read or monitored by others.

7. Jurisdiction.

The Credit Card Portal is provided for use by Superloop Customers only. Superloop makes no representations that the Credit Card Portal complies with the laws of any country outside of Australia. If You access this site from outside Australia, You do so at Your own risk and are responsible for complying with the laws in the place where You use the Credit Card Portal. The law applicable to use of the Credit Card Portal and disputes arising out of the Credit Card Portal is the law of the State of New South Wales, Australia.

8. Copyright and trademarks.

Copyright in the Credit Card Portal material is owned or licensed by Superloop.

9. Withdrawal and suspension of service.

The Credit Card Portal, or Your access to it, may be withdrawn or suspended for a period of time for any reason, including, without limitation, the following:

- a) if there is an interruption or fault in any applicable computer or telecommunications system;
- b) if You breach any of these Terms and Conditions of Use;

- c) if You use the Credit Card Portal for an inappropriate purpose, including the storage or transmission of inappropriate or offensive material, or for gaming the system or reducing its efficiency or effectiveness in any way;
- d) any applicable web site computer or telecommunications systems are subjected to any virus, unauthorised access, denial-of-service or other malicious attack;
- e) for maintenance or security purposes; or
- f) if Superloop no longer wishes to provide a Credit Card Portal facility.

Withdrawal of the Credit Card Portal facility does not release You of any responsibility to pay outstanding fees, charges or other liabilities incurred prior to the date of the facilities withdrawal.

10. Acceptance and changes to these Terms of Use.

You acknowledge and accept that Your use of Credit Card Portal indicates Your acceptance of these Terms of Use. These Terms and Conditions of Use are the current Credit Card Portal Terms and Conditions of Use and replaces any other Terms and Conditions of Use for Credit Card Portal published by Superloop from time to time. Superloop may at any time vary these Terms and Conditions of Use by publishing the updated Credit Card Portal Terms and Conditions on Use on this website. By accessing or using the Credit Card Portal, You accept that the Credit Card Portal has provided You with sufficient notice of the variation.

11. Customer Support.

If You have any queries in relation to the Credit Card Portal You may contact the Superloop Collections Team on 1300 558 406 or collections@superloop.com.