

TERMS AND CONDITIONS FOR USE OF THE BA BOWLSLINK PAYMENT GATEWAY

This BowlsLink Payment Gateway Terms and Conditions (**Agreement**) is an agreement between Bowls Australia (**BA**) and the Bowls entity or club (**you**) who registers via the BowlsLink Payment Gateway Form to receive payments via the BowlsLink system (**Services**). The following Terms and Conditions apply to your use of the Services.

PAYMENT SERVICES

BA agrees to provide the Services to you for the purpose of processing Transactions via the Payment Gateway.

BA Obligations

BA will use its best endeavours to process Transactions made via the Payment System using any:

1. MasterCard issued by a member or affiliate of MasterCard International Inc, on which the MasterCard or MasterCard II marks appear, and any other card conforming to the Standards established by MasterCard International Inc; or
2. Visa Card issued by a member or affiliate of Visa International on which the Visa marks appear, and any other card conforming to the Standards established by Visa International.

CONFIDENTIALITY

BA will maintain the confidentiality of each Transaction and will not collect or otherwise deal in commercially sensitive information, except to the extent necessary to provide the Services.

FEES

The Fee for using the Payment Gateway is set at **1.56% (of the transaction value)** which will be automatically deducted from payments and includes all Credit Card and bank charges, as well as administration and maintenance fees. The 1.56% fee will be split with 1.16% retained by the gateway provider, the remaining 0.4% charged as an administration fee by Bowls Australia. For example, if you charge \$100 then the payee will pay \$100. \$98.44 of this will be distributed to your club during settlement.

SETTLEMENT PERIOD

The settlement period occurs in the first week of every month

LIABILITY

To the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements and representations relating in any way to the services provided under this agreement are excluded. Without limiting this, BA will not be liable for any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of any Services provided under these Terms and Conditions.

DISCLAIMER

PLEASE NOTE nothing in these Terms and Conditions or in the provision of the Services means BA is:

- providing financial product advice
- dealing in a financial product
- making a market for a financial product
- operating a registered scheme
- providing traditional trustee company services
- providing a custodial or depository scheme or
- engaging in credit activities.

GST

Where BA is entitled to any payment under these Terms and Conditions, BA will also be entitled to recover the amount of the GST on any supply (within the meaning of the GST Legislation).

PRIVACY LEGISLATION

BA undertakes to comply with the *Privacy Amendment (Private Sector) Act 2000* and the Australian Privacy Principles in respect to the collection, storage and handling of any personal information provided by you. No banking details are held within the BowlsLink system, these are kept separately, by BA as part of the settlement process.

VARIATION OF TERMS

BA may unilaterally change these Terms and Conditions at any time. Where BA reasonably considers that a change will be materially adverse to the application, BA will give advance notice of the change. You may terminate these Terms and Conditions at any time within 30 days of receiving notice of any such change.

GOVERNING LAW

These Terms and Conditions are governed by the laws of the State of Victoria.

ACCEPTANCE

You agree to be bound by these Terms and Conditions including any amendments and updates made from time to time by:

1. If an online application, the Applicant selecting the option to accept and agree to the Terms and Conditions and clicks the "Submit" button; or
2. If a paper application, the paper application refers to these Terms and Conditions and which are acknowledged and accept by the Applicant.

If you, do not agree to any update, the Applicant may terminate this agreement by written notice to BA within 30 days of the update being published.

SECURITY

BA will not collect or otherwise deal in commercially sensitive information, except to the extent necessary to execute its obligations under these Terms and Conditions or in respect of the Payment Gateway Agreement

