

Terms and Conditions of Credit and Debit Card Payments

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1. Introduction

1.1 By making a *card* payment to *Northline*, you agree to the following terms and conditions.

2. Contact details

2.1 You may direct any enquiries relating to your *card* payment by:

- (a) calling *Northline*'s customer service on 1300 722 534 during business hours; or
- (b) e-mailing *Northline*'s customer service at customer.service@northline.com.au.

3. Payments accepted by Northline

3.1 *Northline* accepts payments through the use of the following cards only:

- (a) American Express credit cards; and
- (b) Visa and Mastercard credit and debit cards.

3.2 *Northline* accepts payments in Australian dollars only.

4. Terms and conditions of services

4.1 You agree that unless agreed otherwise in writing, the provision of *Northline*'s services, either to you as a *customer*, or to some other person who has authorised you to make payment, is governed by *Northline*'s Terms and Conditions of Services as published in <https://www.northline.com.au/>.

4.2 You acknowledge that due to section 63(1)(a) and 63(2) of the ACL, *Northline* is not bound by any consumer guarantee under the ACL in relation to the transportation or storage of goods relating to the business of the *customer* or the consignee, even if the *customer* or consignee is a consumer under the ACL.

5. Warranties by you

5.1 You warrant that:

- (a) you are the account holder of the *card account*; or
- (b) if you are making a payment on behalf of a *customer*, you are authorised to make such payment from the *card account* of the *customer*.

6. Authorisation

6.1 You authorise and request *Northline* to withdraw from the *card account*, the amount payable to *Northline*, and if applicable, the surcharge described in clause 7.

7. Surcharge

7.1 A 2.2% surcharge applies to American Express card payments. A 1.1% surcharge applies to Visa and Mastercard debit and credit card payments. These surcharges are GST inclusive.

8. Refunds

8.1 If you would like a refund, *Northline* will require you to state your *claim* in writing and provide supporting documents in order for us to properly assess your *claim*.

8.2 If you are entitled to any refund, *Northline* will make a deposit of the refunded amount directly into the *card account*. In addition to any refund of *Northline*'s service fee, *Northline* will refund the GST amount and *card* payment surcharge applicable to the refunded service fee.

9. Privacy

9.1 For all online *card* payments, *Northline* does not have access to your *card* details. These details are provided by you directly to *Northline*'s financial institution so that it can debit the amount to be paid from the *card* account.

9.2 *Northline's use and disclosure of your personal information is governed by the Privacy Act 1988 (Cth). Northline's Privacy Policy governs Northline's use and disclosure of information supplied by you, including your personal information and information relating to the card. Northline may provide such information to third parties who provide financial, legal or administrative services to us. Northline may also provide such information to Northline's financial institution if it makes a request for such information due to any claim made on it relating to an alleged incorrect or wrongful withdrawal. Otherwise, Northline will only provide such information to a third party if it is necessary for Northline to do so. You authorize Northline to make such disclosures provided that such disclosures are made on a confidential basis.*

10. General

10.1 This agreement is governed by the laws of South Australia. You agree to submit to the non-exclusive jurisdiction of courts exercising jurisdiction in that state.

10.2 This agreement shall be read having regard to the provisions of the Australian Consumer Law (set out in Schedule 2 of the Competition and Consumer Act 2010) to the extent that those provisions are applicable to this contract. This contract does not have the effect of excluding, restricting or modifying rights under the Australian Consumer Law which cannot be excluded, restricted or modified by agreement.

11. Definitions

11.1 Unless the context requires otherwise, the following definitions apply:

- (a) *ACL* means the *Australian Consumer Law* in force as at the date of the contract between *Northline* and the *customer*.
- (b) *claim* means claim, counterclaim, notice, demand, costs interest (including legal costs and expenses), debts, dues, liabilities, damages, losses, action, proceeding, litigation, investigation or judgment, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
- (c) *card* means one of the types of cards described in clause 3 you use for making a payment to *Northline*.
- (d) *card account* the account to which the *card* is linked.
- (e) *customer* means the person who engages the *services* of *Northline* as a contractor, and includes its successors, administrators and assigns; and where not repugnant to the context, its servants, agents and subcontractors.
- (f) *GST* means goods and services tax imposed under *GST Law*.
- (g) *GST Law* means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- (h) *Northline* means Northline Nomineco Pty Ltd as agent for Northline Partnership ABN 18 677 809 229 of Level 1, 62 The Parade, Norwood, South Australia 5067, Australia; and includes its successors, administrators and assigns, and where not repugnant to the context, its servants, agents and subcontractors.
- (i) *personal information* means information (including information forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information.

