

Terms of Use

In these Terms of Use, reference to “we”, “our”, “us”, or “Paypa Plane” is a reference to Axis IP Pty Ltd (ACN 613 002 430) trading as Paypa Plane.

1 Services

- 1.1 You may need a Paypa Plane account in order to use our services. You may create your own account, or an account may be assigned to you, such as by your service provider or financial institution.
- 1.2 By using a Paypa Plane account, you agree to comply with these Terms of Use.
- 1.3 For your financial security and to protect your account, it is important that you keep your password and all other account access details strictly confidential and private. You are responsible for the activity that happens through your account.
- 1.4 These Terms of Use are effective immediately upon you requesting an account with us, or upon an account being allocated to you.
- 1.5 You must use the services provided by Paypa Plane in accordance with all of our terms, rules and policies, as we may update from time to time, and in accordance with all laws.

2 Privacy and intellectual property

- 2.1 These Terms of Use apply in conjunction with our [Privacy Policy](#) (available on the Paypa Plane website), as updated by us from time to time. You acknowledge and accept that we may collect personal information from you in accordance with the terms of our Privacy Policy.
- 2.2 Paypa Plane grants to you a personal, worldwide, royalty-free, non-transferable and non-exclusive licence to use the software provided to you by Paypa Plane as part of the services. This licence is for the sole purpose of enabling you to use our services. You may not copy, modify, reverse-engineer, distribute, sell or lease any part of our services or intellectual property without our prior written consent.

3 Warranties

- 3.1 To the maximum extent permitted by law and except as expressly provided to the contrary in these Terms of Use, Paypa Plane makes no representations or warranties in relation to the products or services it provides. You accept and acknowledge that:
 - (a) our services are provided “as-is” and no condition or warranty in relation to any good or services supplied by us is to be implied in these Terms of Use, including any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement;
 - (b) we do not have any control over the products or services provided by third party providers who accept us as a payment method;
 - (c) we do not guarantee continuous, uninterrupted or secure access to any part of our services or systems;
 - (d) we make no representations or warranties regarding the amount of time needed to complete processing because our services are dependent upon many factors outside of our control, such as delays in the banking system.
- 3.2 You represent and warrant, and it is a condition of using our products and services, that:
 - (a) all information you provide to Paypa Plane is accurate and is not, whether by omission of information or otherwise, misleading;

- (b) you have not withheld from Paypa Plane any document, information or other fact material to your decision to enter into these Terms of Use; and
- (c) you do not rely upon any representation made to you by Paypa Plane or any related body corporate of Paypa Plane (if any) before entry into these Terms of Use.

3.3 Paypa Plane relies on the warranties and representations made by you under these Terms of Use.

4 Limitation of Liability

4.1 To the maximum extent permitted by law, in no event will Paypa Plane be liable to you for any loss or damage of any kind (including Consequential Loss) arising out of or in connection with:

- (a) your use of, or your inability to use, our services;
- (b) delays or disruptions in our services;
- (c) viruses or other malicious software obtained by accessing our services or any website or service linked to our websites, software or services;
- (d) glitches, bugs, errors, or inaccuracies of any kind in our software, systems or services or in the information and graphics obtained from them;
- (e) the content, actions, or inactions of third parties; or
- (f) a suspension or other action taken with respect to your account.

4.2 To the maximum extent permitted by law and except as expressly provided to the contrary in these Terms of Use, any liability of Paypa Plane for any loss or damage, however caused (including by negligence of Paypa Plane), suffered by you in connection with these Terms of Use is limited to the amount of the fees paid by you to Paypa Plane under these Terms of Use. This limitation is an aggregate limit for all claims, wherever made.

4.3 Nothing in these Terms of Use is intended to exclude any liability that is unlawful to be excluded and any such term should be read as excluding such liability only to the extent permitted by law.

4.4 Subject to clause 4.1, Paypa Plane is not liable for any Consequential Loss however caused (including by the negligence of Paypa Plane), suffered or incurred by you in connection with these Terms of Use, where Consequential Loss in this clause 4.4 means:

- (a) loss of revenue;
- (b) loss of reputation;
- (c) loss of profits;
- (d) loss of bargain;
- (e) loss of actual anticipated savings;
- (f) lost opportunities, including opportunities to enter into arrangements with third parties;
- (g) loss of connection with claims by third parties; and
- (h) loss or corruption of data.

4.5 If the *Competition and Consumer Act 2010* (Cth) or any other legislation does not permit Paypa Plane to exclude or limit its liability as contemplated by these Terms of Use, those clauses in these Terms of Use do not apply to that liability and instead Paypa Plane's liability for such breach is limited to, at Paypa Plane's option:

- (a) the supplying of the services again; or
- (b) the payment of the reasonable cost of having the services supplied again.

4.6 If you have a dispute with any other party using a Paypa Plane account (including third party service providers), you release us from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

5 Indemnification

5.1 You indemnify and hold us and each of our officers, directors and employees harmless from any claim or loss (including legal fees) arising out of or in connection with:

- (a) your breach of these Terms of Use or any other agreement between you and Paypa Plane;
- (b) your breach of any law;
- (c) your breach of any right of a third party;
- (d) an act or omission of a person you authorise to access your account; or
- (e) an act or omission of a person not authorised to access your account as a result of your negligence.

5.2 Your liability under this clause will be proportionally reduced to the extent that Paypa Plane caused or contributed to the relevant claim or loss, or where Paypa Plane failed to take reasonable steps to mitigate the relevant claim or loss.

6 Termination

6.1 You can stop using our services at any time without cost, however, you may not be able to use or access the full services of other providers if you do so. If this is the case, your provider(s) will notify you of the consequences of not using our services.

6.2 If you terminate your account, you will remain liable for all obligations related to your account even after the account is closed.

6.3 We reserve the right to stop providing our services to you at any time without notice to you.

7 General

7.1 The laws of Queensland, Australia govern these Terms of Use. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts.

7.2 Where Paypa Plane may exercise any right or discretion or make any decision under these Terms of Use, Paypa Plane may do so in its absolute discretion, conditionally or unconditionally, and without being required to give reasons or act reasonably. This clause applies unless these Terms of Use expressly require otherwise.

7.3 Paypa Plane may assign its interest under these Terms of Use without requiring the Customer's consent.

7.4 A clause or part of a clause of these Terms of Use that is illegal or unenforceable may be severed from these Terms of Use and the remaining clauses or parts of the clause of these Terms of Use continue in force.

7.5 A right under these Terms of Use may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver.

- 7.6 We may amend these Terms of Use from time to time with notice to you. The revised version will be effective at the time we specify, or if not time is specified, immediately.
- 7.7 You agree to receive notices or updates from us in relation to the Services electronically.
- 7.8 If there is a conflict between these Terms of Use, and any other terms and conditions or agreements you may have with Paypa Plane, those additional terms, conditions and agreements will prevail to the extent of the conflict (unless otherwise stated).