

# AusPayNet Website Terms of Use

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- expressly acknowledge AusPayNet as the source of the data or information using the citation protocol set out in these Terms; and
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When citing several works by AusPayNet that have been published in the same year, Users should distinguish them from each other by attaching a lower-case alphabetic reference to the publication date. For example, for the first set of fraud data published by AusPayNet in 2017, the in-text reference would be (AusPayNet, 2017a), the second (AusPayNet, 2017b), and so on.

Any User seeking further guidance should contact AusPayNet for advice.

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### **5. Collection Notice**

We collect personal information about you in order to respond to your enquiry, provide you with our services and for purposes otherwise set out in our Privacy Policy.

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our products and services to you.

Our [Privacy Policy](#) explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us at [privacy@auspaynet.com.au](mailto:privacy@auspaynet.com.au).

## **6. Unacceptable activity**

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using this website to defame us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting to this website any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

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To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall AusPayNet be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of the AusPayNet website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

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## **9. Jurisdiction and governing law**

Your use of the website and these Terms are governed by the law of New South Wales Australia and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales Australia.

Effective: 25 August 2017