

## SALEFUNDER MERCHANT SERVICES TERMS OF USE

These Terms and Conditions (**Terms**), which incorporate our [Privacy Policy](#) and other documents referred to within these Terms, govern your payment for the supply of VPA Services ordered by you from the Appointed Agent. By making payment for the VPA Services by Credit Card on the SaleFunder website or portal, you agree to be legally bound by these Terms. We may change these Terms at any time, and the revised Terms will be made available on our website.

By continuing to use the SaleFunder website or portal you agree to be bound by such revised Terms.

### 1. ORDER

- 1.1 If you select to make payment of the VPA Services by way of the SaleFunder Merchant Service, then you must pay for the VPA Services in full by Credit Card (**Payment**). You must be fully entitled to use the Credit Card. The Credit Card must have sufficient funds or credit to cover the purchase. We are not responsible for the decisions of payment providers to allow you to use their service or provide any warranties or assurances about them.
- 1.2 If you discover that there is a mistake with the Request after you have submitted your Payment, please [contact us](#) immediately by email support@salefunder.com.au.
- 1.3 You will receive a Payment confirmation email. This email will only be an acknowledgement that we have received funds from you and paid funds to the Appointed Agent.
- 1.4 Prior to accepting payment, we reserve the right to refuse to process any Request, and you may have the right to cancel the Request.

### 2. USE AND PAYMENT CHARGES

- 2.1 In consideration of your use of the SaleFunder Merchant Service, you agree to pay the Fee.
- 2.2 You acknowledge that the Fee may be in addition to any other fee or charge imposed by your Scheme Provider.

### 3. DELIVERY OF SERVICES

- 3.1 You acknowledge that:
  - (a) the Appointed Agent is the person responsible for the delivery of the VPA Services, and
  - (b) we are in no way liable to you for delivery of the VPA Services.

### 4. REFUND AND CANCELATION POLICY

- 4.1 You may be entitled to a full or partial refund in the following circumstances, where:
  - (a) funds were paid by you in error; or
  - (b) funds paid by you were not used for the vendor paid advertising services as quoted, by your appointed agent, in the sales agency agreement; or
  - (c) you terminated the sales agency agreement with the appointed agent prior to the appointed agent using funds paid by you for the vendor paid advertising services as quoted in the sales agency agreement.
- 4.2 If we, the Appointed Agent or you have cancelled the Request before the Payment has been accepted and transmitted to the Appointed Agent, then we will promptly refund any payment already made by you to your original payment method. If, however, the Appointed Agent or you have cancelled the Request after the Payment has been accepted and transmitted to the Appointed Agent, then the Appoint Agent shall be liable to you for any Refund and shall have no liability to you for the same.
- 4.3 WHERE YOUR APPOINTED AGENT HAS USED FUNDS PAID BY YOU FOR THE SERVICES AGREED IN SALES AGENCY AGREEMENT YOU MAY NOT BE ENTITLED TO A REFUND.
- 4.4 You acknowledge that we, SaleFunder, are providing you access to a payment gateway service and that we are not providing you with vendor paid advertising services.
- 4.5 Prior to using the payment gateway service, it is your responsibility to ensure that you have sufficient funds available in the nominated account to meet a drawing by us or our nominated service provider.
- 4.6 All notifications, cancellation and refund enquiries must be made in writing to either support@salefunder.com.au or your appointed agent.

### 5. INDEMNITY

You indemnify and hold us, our related entities, affiliates, and our and their respective officers, agents, and employees, harmless from and against any and all claims, demands, proceedings, losses and damages (actual, special and consequential)

of every kind and nature, known and unknown, including reasonable legal fees, made by any third party due to or arising out of your breach of these Terms or your breach of any law or the rights of a third party.

## 6. CONSENT

6.1 You consent to our collection, use and disclosure of your personal information in accordance with our Privacy Policy, this may include:

- (a) providing you with a receipt for the transaction;
- (b) informing you of SaleFunder products, services, and promotional activities that may be of interest to you;
- (c) providing information about relevant SaleFunder products, services, and transactions;
- (d) responding to questions or inquiries that you make; and
- (e) inviting you to participate in, or informing you of the results of, customer satisfaction or market research surveys.

## 7. DICTIONARY

7.1 Unless context provides otherwise, the following definitions shall apply:

**Appointed Agent** refers to the person or persons you have instructed to list and sell your property, more accurately set out in the signed Sales Agency Agreement.

**Cardholder** refers to a person who has been issued with a Credit Card and has agreed to pay for VPA Services.

**Credit Card** means a valid financial transaction card or charge card issued by approved Scheme.

**Fee** means an amount equal to a maximum of 1.235% of the transaction value of the VPA Services.

**Privacy Policy** means the Privacy Policy as published at [www.salefunder.com.au/privacy-policy](http://www.salefunder.com.au/privacy-policy).

**Sales Agency Agreement** refers to the agreement between the you and the Appointed Agent the purposes of listing and selling your property.

**SaleFunder (us, we, our)** means Salefunder Operations Pty Ltd ACN 646 741 826.

**SaleFunder Merchant Service** refers to the SaleFunder payment gateway that captures and transfers payment data from you to the Appointed Agent.

**Scheme or Scheme Provider** refers to, each individually and collectively, MasterCard, Visa, American Express, Diners Club schemes and any other similar scheme that we are a member of or facilitate transactions in relation to that scheme.

**VPA** means "*vendor paid advertising*".

**VPA Services** refers to the promotional activities you have selected to promote the sale of their real property, more accurately set out in the relevant Marketing Schedule.

## 8. INTERPRETATION

8.1 The following interpretations shall apply:

- (a) words and expressions including defined terms in singular form or importing a gender shall include a reference to cognate words and expressions in plural form, each other gender and vice versa.
- (b) references and or use of the word "including" (or any other similar word) is to be read as if followed by the words "without limitation".
- (c) references to any statutory enactment, law, regulation or rule shall include a reference to any statutory enactment, law, regulation or rule which supersedes, replaces or modifies the statutory enactment, law, regulation or rule.
- (d) unless otherwise specifically indicated, a to a clause, subclause, paragraph, sub-paragraph schedule or annexure is a reference to a clause, subclause, paragraph, sub- paragraph, schedule of or annexure to this Agreement.
- (e) references to dollars or \$ are references to Australian Dollars.
- (f) for the avoidance of doubt, if this Agreement is undated, then it shall be dated the date on which the Lender receives the Borrowers duly executed copy of this Agreement.