

ChinaPayments.com.au is a trading name of Flexewallet Pty Ltd (AUST), a 100% owned subsidiary of the Novatti Group (ASX:NOV).

Terms of Service

Exclusion of representation and warranties China Payments makes no warranty or representation, either express or implied, as to the suitability or fitness for purpose of the China Payments system in relation to any specific customer requirements, needs or particular circumstances. China Payments gives no warranty, makes no representation and disclaims all liability so far as the law allows with respect to the quality, availability, legality, delivery or any other aspect of the service Limitation of liability You acknowledge that China Payments is solely providing a service and that some limitation of liability on China Payments' part is reasonable and customary in an Agreement such as this.

Accordingly, you agree that China Payments shall not be liable for:

- Any validation provided by China Payments not being acted upon by a Biller where the Biller's failure to act does not result from our wrongful act or omission; or
- Any delay or failure to carry out China Payments' obligations under this Agreement arising from any abnormal and unforeseeable event outside our control where the consequences would have been unavoidable despite all our efforts to the contrary.
- Save in relation to death or personal injury caused by negligence, in no circumstances shall China Payments' liability hereunder exceed the value of the amount transacted by you.

Miscellaneous

- This Agreement is governed by and construed in accordance with the laws of Australia.
- Nothing in this Agreement is intended to create any rights that are enforceable by any person who is not a party to this Agreement, unless otherwise stated.
- If any clause or part of any clause of this Agreement shall be found to be illegal or unenforceable, then the validity and enforceability of the remainder of the Agreement shall not be adversely affected.
- Any delay or failure by you or China Payments to enforce or pursue any remedy or right hereunder shall not be deemed to be a waiver of that remedy or right and, unless we tell you otherwise in the case of China Payments not exercising or enforcing a right or remedy, will not prevent that right or remedy from subsequently being exercised or enforced.
- This Agreement constitutes the entire agreement between us relating to the provision of the China Payments service and supersedes any previous agreements and understandings between us relating thereto.

Fee's

1. ChinaPayments charges a fee per transaction to cover carry costs and operations.
2. Current rates are available here ([Link](#))

Settlement

BPAY settlements are conducted daily for all transactions up to 4pm Australian Eastern Standard time (+10GMT).

What personal information do we collect from the people that visit our website?

Users who do not 'log in' - We collect transaction information only for account keeping purposes.

Users who log in - We hold basic contact information, user ID, Name, Contact email and transaction history.

Contact us: support@chinapayments.com.au