

## Terms of Use for E-Commerce Facility

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The words "we" and "our" where used in these Terms of Use mean Swimming New Zealand. We allow Members to pay their membership subscriptions through this website as well as purchasing merchandise. All such E-Commerce Services shall be subject to these Terms of Use.

These E-Commerce Terms of Use are a contract between you and Swimming New Zealand separate to our conditions of membership. Please read these Terms of Use carefully. You will be asked to accept or decline these Terms upon purchase. You must accept these Terms before you make a payment using this website's e-commerce facility.

### 1. Definitions

1.1 - In these terms, unless the context otherwise requires:

(a) **Fees** means the additional fees which may be payable for the use of E-Commerce Services as noted on the Website.

(b) **E-Commerce Services** means the services available through the Website by which amounts payable to us may be paid to us by online credit card transaction and **E-Commerce Process** shall mean the process by which those services are provided.

(c) **Terms** means these E-Commerce Services terms and conditions.

(d) **Website** means our website located at the url [www.swimming.org.nz](http://www.swimming.org.nz) or [www.swimmingnz.org](http://www.swimmingnz.org)

### 2. Use of E-Commerce Services

2.1 - You agree not to use our E-Commerce Services for any improper, injurious, offensive or unlawful purpose.

2.2 - In using our E-Commerce Services, you represent and warrant that you are over 18 and have legal capacity to contract in New Zealand. If you are using a credit card, you represent and warrant that the credit card is issued in your name and that you shall pay to the credit card issuer all charges incurred through the use of our E-Commerce Services.

2.3 - Upon completing a transaction using our E-Commerce Services, you will be presented with a confirmation screen verifying the transaction details you wish to process. It is your responsibility to verify that all transaction information and other details are correct. You should store the transaction confirmation for future reference and your files. We shall have no liability for transactions which are incorrect as a result of inaccurate data entry in the course of providing E-Commerce Services or for loss of data or information caused by factors outside of our control.

### 3. Refunds Policy

3.1 - A refund will only be provided when it has been proven that there has been an overpayment or where we are obliged to provide a refund by law. When applying for a refund you must provide us with proof of the overpayment or provide reasons why the refund should be made. Any requests for refunds will require the authorisation of the CEO or a delegated financial officer of Swimming New Zealand. If your refund request is accepted, the refund will be transferred back to the originating credit card or held to your credit against future invoices. No cash refunds will be given.

### 4. Delivery policy

4.1 - Where merchandise ordered requires being couriered or posted this will attract freight costs in order to be sent. You will be required to pay these costs at the time of the transaction as a condition of sale. On full payment of the merchandise and freight costs the goods will be freighted promptly subject to stock availability at the time.

### 5. Privacy

5.1 - You authorise us to collect information about you (including information about transactions processed by you) from time to time through the Website. Any such information collected shall be treated in accordance with our Privacy Policy.

5.2 - We also use a payment gateway operated by Direct Payment Systems ("DPS"). They will also collect information about you (including information about transactions processed by you) from time to time through the Website. Any such information collected shall be treated in accordance with the DPS Privacy policy which can be found at [http://www.paymentexpress.com/about/about\\_paymentexpress/privacy\\_policy.html](http://www.paymentexpress.com/about/about_paymentexpress/privacy_policy.html)

5.3 - Your use of our E-Commerce Services means that you agree to provide information through electronic means. This means you agree to provide any relevant information in the format and to the standards described for each transaction. It also means you agree and understand that the information will be retained in electronic form.

### 6. Security

6.1 - Our E-Commerce Services are provided through a secure website using SSL (secure socket layer) encryption. However, you acknowledge and agree that Internet transmissions are never entirely secure or private, and that any message or information you send to or through the Website (including credit card information) may be read or intercepted by others, even where a Website is stated as being secure. Neither we nor DPS shall have any liability for the interception or 'hacking' of data through the Website by unauthorised third parties.

### **7. Payment of additional fees**

7.1 - We may charge a Fee as advertised on the Website for use of our E-Commerce Services.

7.2 - You will pay all Fees payable for our E-Commerce Services at the time of the online transaction by credit card. We reserve the right to amend any Fees from time to time and to adjust any Fees recorded on this Website if the price recorded is incorrect.

7.3 - We may contact you directly to confirm your credit card details. All Fees are in New Zealand dollars and are inclusive of GST if any (being tax levied in accordance with the Goods and Services Tax Act 1985 and includes tax levied in substitution for such tax). You will pay all other applicable taxes, import duties, levies or tariffs which may be payable (if any).

### **8. Limitation of Liability**

8.1 - We accept no liability or responsibility for the refusal or reversal of payments which are matters between you and your credit card provider.

8.2 - We cannot warrant that the E-Commerce Process, and/or your use of our E-Commerce Services will be faultless, immediate, continuous, and virus free, nor that information provided through the E-Commerce Process will be complete, accurate or up to date. We will endeavour, however, to ensure the E-Commerce Services are available at all times, subject to maintenance.

8.3 - Subject to any rights which you may have under the Consumer Guarantees Act 1993, except as expressly prohibited by law, in no event will we be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even where we have been advised of the possibility of such damages occurring. If, notwithstanding the foregoing, we are found to be liable to you for any damage or loss which arises as a result of your use of the Website or the E-Commerce Services, our liability shall not exceed the dollar amount of the transaction which formed the basis of the damage or \$100.00, whichever is the lesser. Otherwise, the Consumer Guarantees Act 1993 is excluded to the fullest extent permitted by law.

### **9. Right to suspend, alter or cancel service**

9.1 - We shall be entitled at any time without prior notice or any liability to you, to alter, cancel or suspend any or all E-Commerce Services temporarily or permanently and/or to substitute alternative services, which may or may not be interactive or transactional in nature.

### **10. Specific Service Terms and Conditions**

10.1 - You acknowledge that certain E-Commerce Services made available or offered by us from time to time may be subject to specific additional terms and conditions. Access and use of E-

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Commerce Services shall be deemed to constitute acceptance of any such additional terms and conditions applicable to such service.

### **11. Amendment**

11.1 - The Terms may be altered or reviewed by us, with or without notice. You should check and read these Terms carefully each time you use our E-Commerce Services.

### **12. Jurisdiction**

12.1 - These terms and conditions and the online services they cover are governed by New Zealand law. All transactions which occur through our E-Commerce Process occur in New Zealand.

12.2 - You agree to submit to the exclusive jurisdiction of the New Zealand Courts.