



## Nomads United AFC's Payment Information

The words "we" and "our" where used in these Terms of Use mean Nomads United Association Football Club Incorporated.

Nomads United allows Members to pay for event costs through MyCOMET, and purchase merchandise through our online shop. As such, all transactions made via MyCOMET or purchased through our online shop through stripe for Nomads United administered events are subject to these Terms of Use.

These Terms of Use are a contract between you and Nomads United and are separate to the terms and conditions of membership (which can be found [HERE](#)).

Please read these Terms of Use carefully. By making payment and registering to a Nomads United administered event, you acknowledge that you have read, understood, and accept these Terms of Use.

### 1. Definitions

- 1.1 - MyCOMET means the online member portal utilised to register and access the payment gateway.
- 1.2 - Paymark means the payment gateway used to make payment for products and services via MyCOMET.
- 1.3 - Analyticom - means Analyticom, the official national registration system provider for Mainland Football, and provider of MyCOMET.
- 1.4 - Terms means these Terms of Use.
- 1.5 - Event means any non-subscription based activity.
- 1.6 - Fees means the costs and/or additional fees which may be payable for the use of Payment Services.
- 1.7 - Online EFTPOS refers to the method of payment directly from a mobile banking app.
- 1.8 - Payment Services means MyCOMET, and Paymark.

### 2. Payment

- 2.1 - Payment can be made via Credit / Debit card; Online EFTPOS (ASB) 12-3149-0306933-00; Cheque; Direct debit into Nomads United bank account;
- 2.2 – Nomads United is a New Zealand based organisation, with all transactions in New Zealand Dollars (NZD), unless explicitly outlined prior and/or at point of purchase. All fees are in NZD and are inclusive of tax unless explicitly outlined at point of purchase.
- 2.3 - We may charge a Fee as advertised via Payment Services for their use.

### 3. Use of Payment Services

- 3.1 - You agree to not use MyCOMET for any improper, injurious, offensive or unlawful purpose.
- 3.2 - You will pay all Fees payable for the Payment Services at the time of the online transaction by credit card or Online EFTPOS. We reserve the right to amend any Fees from time to time, and to adjust any Fees recorded on the Payment Services if the price recorded is incorrect.
- 3.3 - 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 Fees incurred through the use of Payment Services. These charges may include card tokenisation and/or transaction fees.
- 3.4 - Upon commencing a transaction through MyCOMET 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. We shall have no liability for transactions which are incorrect as a result

of inaccurate data entry in the course of providing Payment Services or for loss of data or information caused by factors outside of our control.

**3.5** - We also use a payment gateway operated by Paymark for transactions incurred via MyCOMET. Paymark will collect information about you (including information about transactions processed by you) from time to time through Paymark. Any such information collected shall be treated in accordance with the Paymark Privacy Policy which can be found [HERE](#).

#### **4. Refunds Policy**

**4.1** - Refunds are at the sole discretion of Nomads United. Any requests for refunds will require the authorisation of the Treasurer or a delegated financial officer of Nomads United. If your refund request is accepted, the refund will be transferred back to the originating credit card, nominated account, or held to your credit against future invoices. No cash refunds will be given. In the case the Online Shop, this shall be dealt with in accordance with the Online Shop refund policy.

**4.2** - In the case of an overpayment, 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.

#### **5. Shipping & Delivery Policy**

**5.1** - All merchandise deliveries are managed in accordance with the Online Shop Terms and Conditions.

#### **6. Security**

**6.1** - SSL protocol (2048-bit) is used to encrypt all data transferred over the network. However, you acknowledge and agree that Internet transmissions are never entirely secure or private and that any message or information you send through MyCOMET (including credit card information) may be read or intercepted by others, even where MyCOMET, and Paymark, is stated as being secure. Neither we nor Paymark shall have any liability for the interception or 'hacking' of data through the any of the aforementioned services by unauthorised third parties.

#### **7. Limitation of Liability**

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

**7.2** - 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 endeavor, however, to ensure the E-Commerce Services are available at all times, subject to maintenance.