Effective From: January 01, 2021

1. INTRODUCTION

This document (together with any documents referred to in it) tells you the terms and conditions upon which we sell and supply the money transfer services (the Services) listed on this website (the Website) or Mobile app (The App) to you. Please note, in these Terms and Conditions our use of the term 'Services' includes, without limitation, money transfer services, money remittance services, international money remittance services and payment services and Mobile TopUp, Mobile Credit Purchase, prepaid mobile and/or data airtime. Before confirming your order please:

- Read through these terms and conditions (the Conditions) and in particular our cancellations and returns policy at clause 11 and limitation of our liability and your indemnity at clause 15
- Print a copy for future reference.
- Read our privacy policy regarding your personal information

By ordering any of the Services listed on this Website or Mobile App, you agree to be legally bound by these Conditions. You will be unable to proceed with your purchase if you do not accept these terms and conditions as may be modified or amended and posted on this Website or Mobile App from time to time.

We reserve the right to revise and amend the Website or Mobile App, our disclaimers and the Conditions at any time without notice to you. Your continued use of the Website or Mobile App (or any part thereof) following a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether we have changed these Conditions.

ABOUT US

2.1. This Website and Mobile App is owned and operated by ACE Money Transfer and in Australia we are registered as ACE Money Transfer PTY LTD(we/us/our), a private limited company registered in Australia with ACN number 626 577 268 having our registered office at, Suite 504, 365 Little Collins Street, Melbourne, Victoria 3000, Australia

2.2. We are regulated by Australian Securities & Investments Commission (ASIC), We can be identified on the ASIC Register by our ACN 626577268.

COMMUNICATIONS

3.1. You agree that email and other electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

3.2. We will contact you by email or provide you with information by posting notices on our Website or Mobile App.

4. OVERSEAS ORDER

4.1. Our Website and Mobile App for Australia is intended for use by customers resident in Australia.

4.2. You must comply with all applicable laws and regulations of the country for which the Services are destined. We will not be liable for any breach by you of any such laws.

5. REGISTRATION

By registering on the Website or Mobile App, you undertake:

- 5.2.1. That all the details you provide to us for the purpose of registering on the Website or Mobile App and purchasing the Services are true, accurate, current and complete in all respects
- 5.2.2. To notify us immediately of any changes to the information provided on registration or to your personal information
- 5.2.3. That you are over 18 or if under 18 you have a parent or guardians' permission to register with and purchase the Services from this Website and Mobile App in conjunction with and under their supervision
- 5.2.4. To only use the Website and Mobile App, using your own username and password
- 5.2.5. To make every effort to keep your password safe
- 5.2.6. Not to disclose your password to anyone
- 5.2.7. To change your password immediately upon discovering that it has been compromised
- 5.2.8. To neither transfer or sell your username or password to anyone, nor permit, either directly or indirectly, anyone other than you to use them
- 5.2.9. To provide us with correct, accurate, complete and truthful details concerning

(i) the money remittance transaction or transactions you instruct us to remit,

(ii) the payee or beneficiary's correct, true, accurate and complete details, including name, address, bank account number and any other information concerning the payee or beneficiary we require from time to time,

(iii) your full name, address, bank account number and any other information we require of you from time to time, and

(iv) any other information we request of you prior to us completing the Services

- 5.2.10. Not to use our Services to commit fraud, money laundering, financial crime, financing terrorism or any similar activities. You expressly agree that we have an immediate right to immediately cancel any Services or account provided to you, without notice to you, and to report it to

the appropriate policing or regulatory authority, where we suspect or detect that any crime is being committed by you, the payee or beneficiary or any third party on your behalf.

5.3. You authorize us to transmit your name, address and other personal information supplied by you (including updated information) to obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity.

5.4. We reserve the right to terminate an agreement formed with you pursuant to clause 9 below and to suspend or terminate your access to the Website immediately and without notice to you if:

- 5.4.1. You fail to make any payment to us when due
- 5.4.2. You breach these Conditions (repeatedly or otherwise)
- 5.4.3. You are impersonating any other person or entity
- 5.4.4. When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity
- 5.4.5. We suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Website

6. ELIGIBILITY TO PURCHASE FROM THE WEBSITE / MOBILE APP

6.1. To be eligible to purchase the Services on this Website / Mobile App and lawfully enter into and form contracts with us, you must:

- 6.1.1. Be 18 years of age or over
- 6.1.2. Be legally capable of entering into a binding contract
- 6.1.3. be physically present in the territory of the Australia at the moment of completing your transactions unless travelling outside of the Australia on a temporary basis

6.2. Provide full details of an address in Australia If you are under 18, you may only use the Website / Mobile App in conjunction with, and under the supervision of, a parent or guardian. If you do not qualify, you must not use our Website / Mobile App

6.3. Identification requirements for Online Payment:

- 6.3.1. Valid Photo identification (Passport or Driving License) Colored and Clearly readable scan - Visa scan may be required along with it if you have a non-British passport)
- 6.3.2. Address Verification (any valid utility bill / bank statement or council tax bill (please note that the bills should be at least 90 days valid.)
- 6.3.3. Your complete contact details

6.4. Please find that ACE Money Transfer is authorized to verify your provided documents for identification purpose with independent online source to confirm the validity/authenticity.

- 6.4.1. Also note the following:

i. This membership is not meant to be operated for business purposes

ii. Your requests may require a minimum of 2 working days in order to be verified and processed

7. PRICE

7.1. The prices of the Services are quoted on the Website / Mobile App

7.2. Prices quoted are for performance of the Services in Australia unless otherwise specified.

7.3. Unless otherwise stated, the prices quoted exclude VAT (we are not VAT registered).

7.4. We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Services to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in any other costs of third-party services). In the unlikely event of this occurring, you shall be entitled to cancel the order at any time before we have commenced providing the Services.

7.5. You may find our transparency policy on pricing and fee structure here

8. PAYMENT.

8.1. Payment can be made by any major personal (not commercial) prepay, credit or debit card or through an electronic payment account as explained on the order form.

8.2. By placing an order, you consent to payment being charged to your prepay/debit/credit card account or electronic payment account as provided on the order form.

8.3. Payment will be debited and cleared from your account before the provision of the Service to you.

8.4. When you pay for your order by card, we carry out certain checks which include obtaining authorization from your card issuer to ensure you have adequate funds and for security reasons. This may involve validating your name, address and other personal information supplied by you during the order process against appropriate third-party databases including the card issuer, registered credit reference agencies and fraud prevention agencies.

8.5. By accepting these conditions, you:

8.5.1. Undertake that all the details you provide to us for the purpose of purchasing the Services are correct and that the payment card you are using is your own and that there are sufficient funds to cover the cost of the Services ordered

8.5.2. Undertake that any and all Services ordered by you are for your own private or domestic use only and not for resale

8.5.3. Authorise us to transmit the payment and delivery information provided by you during the order process (included any updated information) for the purpose of obtaining authorisation from your card issuer to ensure you have adequate funds, to authenticate your identity, to validate your payment card and for other security reasons, such as fraud prevention

8.6. We shall contact you should any problems occur with the authorisation of your card.

8.7. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from our Website / Mobile App.

9. ORDER PROCESS AND FORMATION OF A CONTRACT

9.1. All orders are subject to acceptance and availability. If any Services ordered are not available, you will be notified by email or other mediums of communication including but not limited to calls, messages, app notifications or others and you will have the option either to wait until the item is available or to cancel your order. It is your responsibility to provide us with a valid email address and contact details so that we can contact you if necessary.

9.2. Any order placed by you constitutes an offer to purchase the Services from us. All such offers received from you are subject to acceptance by us and we reserve the right to refuse any order placed by you at any time prior to acceptance, without providing an explanation.

9.3. You shall be responsible for ensuring the accuracy of the details provided by you during the order process and we will not accept an order unless all details requested from you have been entered correctly.

9.4. You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Services ordered by you from the Website / Mobile App.

9.5. A contract between you and us (the Contract) incorporating these Conditions will only subsist after we have debited your payment card and have confirmed that we shall be providing the requested Service or made it available to be downloaded. We will send you an email or otherwise notify you by way via other mediums of communication including but not limited to calls, messages, app notifications or others to confirm this (a Confirmation Notice). The Confirmation Notice will amount to an acceptance of your offer to buy the Services from us. The Contract will only be formed when we send you the Confirmation Notice (whether or not you receive it).

9.6. Where we agree to supply Services to you permanently or on an ongoing (continuous) basis, such as by subscription, they shall be provided for a minimum fixed period of time (the Minimum Duration). The length of the Minimum Duration will depend on which package or product you have selected to purchase and is provided on the Website / Mobile App.

9.7. The Contract will relate only to the Services stated in the Confirmation Notice. We will not be obliged to supply any other Services which may have been part of your order until we have sent you a separate Confirmation Notice relating to it.

9.8. You must check that the details contained in the Confirmation Notice are correct and you should print out and keep a copy of it.

9.9. You will be subject to the version of our policies and Conditions in force at the time that you order the Services from us, unless:

9.9.1. Any change to those policies or these Conditions is required to be made by law or governmental authority

9.9.2. We notify you of any change to our policies or these Conditions before we send you the Confirmation Notice, in which case, we are entitled to assume that you have accepted it, unless we receive written notification from you to the contrary within seven working days of receipt of the Confirmation Notice

9.10. In some cases, we accept orders from agents on behalf of customers. The resulting legal contract is between you and us, and is subject to these terms and conditions, which the agent will advise you of directly. You should carefully review these terms and conditions as they apply to the transaction.

10. DELIVERY

10.1. The Services will be provided to you and delivered to the beneficiary or recipient at the address you provided during the order process which may be an address other than the billing address, but please note that extra documentation may be needed to comply with such orders. We may where appropriate and at our option, deliver all or part of the remittance, to the account number, or account name, or telephone number or email address you supplied on registration or such other account name or account number or telephone number email address that we agree to use for the purposes of remitting the funds to the beneficiary or to communicate with you or the beneficiary.

10.2. Any dates quoted for completing performance of the remittance service are approximate only. If no date is specified then it will take place within 30 days or a reasonable time of the date of the Confirmation Notice, unless there are exceptional circumstances.

10.3. We shall not be liable for any delay in completing performance of the Service, however caused.

10.4. The remittance services may be sent in instalments.

11. CANCELLING YOUR CONTRACT AND RETURNS

11.1. Cancelling before receiving a Confirmation Notice

11.1.1. You may cancel your order for the Services at any time prior to receiving a Confirmation Notice from us so long as you contact us in writing. You can send us a cancellation notice by sending an email to help@acemoneytransfer.com or a letter to, Suite 504, 365 Little Collins Street, Melbourne, Victoria 3000. Your cancellation notice must quote your name, address, the name or a description of the Services and your order reference number. We may also accept cancellations requests from you, where we allow, via other mediums for sending such cancellation requests including but not limited to in-app or website notices or requests for this purpose, chats or calls to our customers services.

11.2. Cancellation after receiving a Confirmation Notice

11.2.1. You are entitled to cancel your Contract and obtain a refund before we complete the money remittance Service or within 7 working days from the date of the Confirmation Notice, whichever is applicable. This also applies, where appropriate and subject to clause 11.4, to items that are available to be downloaded. However, you will no longer have a right to cancel if, with your agreement, we have already completed providing the Services to you before this period of time expires. We shall be deemed to have already completed providing the money remittance Services, in circumstances where payment of the funds has already been deposited into your or your beneficiary's bank account or similar account or you or your beneficiary have already accessed the funds or downloaded products or materials necessary to access the funds, that we made available to you, from the Website / Mobile App or other similar shared platform.

11.2.2. You may notify us of your wish to cancel by sending us a cancellation notice to help@acemoneytransfer.com or, where we allow, by other mediums for sending such notices including but not limited to in-app or website requests for this purpose, chats or calls to our customers services or a letter to, Suite 504, 365 Little Collins Street, Melbourne, Victoria 3000. Your cancellation notice must quote your name, address, the name or a description of the Services and your order reference number.

11.2.3. Upon receiving your cancellation notice, we will contact you providing any necessary instructions which you will be required to follow.

11.2.4. So long as you have complied with your obligations under this clause, we will refund the purchase price to you by crediting the payment card you used to purchase the Services.

11.3. Cancelling ongoing Services

11.3.1. Some of the Services that we provide are available for either a fixed period or unspecified period of time. In this clause these Services are referred to respectively as Ongoing Fixed Term Services and Ongoing Non-Fixed Term Services.

11.3.2. You are entitled to cancel your Contract for any Recurrent Fixed Term Services and Recurrent Non-Fixed Term Services that you have purchased and obtain a refund within 7 working days from the date of the Confirmation Notice. This also applies, where appropriate, and subject to clause 11.4, to items that are available to be downloaded.

11.3.3. You will no longer have a right to cancel any Ongoing Fixed Term Services if, with your agreement, we have already commenced providing this service to you within 7 working days from the date of the Confirmation Notice, unless otherwise expressly agreed by us in writing. We shall be deemed to have already commenced providing the Ongoing Fixed Term Services, in circumstances where you have already downloaded products or materials that we made available to you from the Website / Mobile App.

11.3.4. In these circumstances you cannot cancel the Contract for any Ongoing Fixed Term Services until the end of the Minimum Duration (even where the Minimum Duration is more than one year) and you will not be entitled to a refund, unless otherwise expressly agreed by us in writing.

11.3.5. Although you may notify us of your intention to cancel an Ongoing Fixed Term Services at any time, such notice will only take effect after the Minimum Duration has elapsed. You may notify us of your wish to cancel the Ongoing Fixed Term Services by sending us a cancellation notice to help@acemoneytransfer.com or where we allow, by other mediums for sending such notices including but not limited to in-app or website requests for this purpose, chats or calls to our customers services or a letter to, Suite 504, 365 Little Collins Street, Melbourne, Victoria 3000. Your cancellation notice must quote your name, address, the name or a description of the Services and your order reference number.

11.3.6. We may, at our sole discretion, agree to temporarily suspend any Ongoing Fixed Term Services if you will be unable to use the service, such as, for example, if you have insufficient funds in your account to effect the money remittance. We will require at least 3 working days advance notice from you for this to be implemented. The maximum period of suspension will be 3 weeks in any calendar year. You may use the same contact details for providing a cancellation notice to request the Ongoing Fixed Term Services to be suspended.

11.3.7. You will still have a right to cancel any Ongoing Non-Fixed Term Services if we have already commenced providing this service to you within 7 working days from the date of the Confirmation Notice, upon giving us 6 weeks advance notice in writing. You may notify us of your wish to cancel by sending us a cancellation notice to help@acemoneytransfer.com or where we allow, by other mediums for sending such notices including but not limited to in-app or website requests for this purpose, chats or calls to our customers services or a letter to, Suite 504, 365 Little Collins Street, Melbourne, Victoria 3000. Your cancellation notice must quote your name, address, the name or a description of the Services and your order reference number.

11.4. Exception to the right to cancel You will not have a right to cancel an order for services purchased from us, in the following situations:

11.4.1. If you expressly agree to us beginning to provide any services before the end of the cancellation period.

11.4.2. The Contract is for the sale of financial services

11.5. Incorrectly priced or described Services

11.5.1. Whilst we try and ensure that all the information on our Website / Mobile App is accurate, errors may occur. In the unlikely event that the price and/or description of an item listed on the Website / Mobile App has been incorrectly advertised, we will not be under any obligation to sell or provide those Services to you.

11.5.2. If we discover the error before sending you a Confirmation Notice we will at our discretion, either reject your order and notify you of such rejection, or inform you as soon as possible and give you the option of cancelling your order or reconfirming it at the correct price and/or description. If we give you the option of cancelling your order or reconfirming it at the correct price and/or description but either cannot contact you or do not receive your response within 14 days of sending you notification (whether or not you receive it), we will reject your order.

11.5.3. If we discover the error after sending you a Confirmation Notice we may, at our discretion and without incurring any liability to you, cancel the Contract provided that the error is, in our reasonable opinion, obvious and unmistakable and could have reasonably been recognised by you. We will notify if we cancel the Contract.

11.5.4. If your order is cancelled or rejected and you have already paid for the Services, you will receive a full refund in accordance with clause 11.7

11.6. Delivery by instalments

11.6.1. The Services may be sent to you in instalments. You may cancel the outstanding part of your order and receive a refund, if you have already paid, of the purchase price of the outstanding Services in accordance with clause 11.7

11.7. Processing refunds

11.7.1. We will notify you about your refund via email within a reasonable period of time. We will usually process a refund as soon as possible and, in any case, within 30 days of the day we confirmed to you via email that you are entitled to a refund. Refunds will be made by crediting the payment card or electronic payment account you used to purchase the Services.

12. COMPLAINTS

12.1. If you have a comment, concern or complaint about any Services you have purchased from us, please contact us via email at complaints@acemoneytransfer.com or by post at, Suite 504, 365 Little Collins Street, Melbourne, Victoria 3000. We may also accept complains from you, where we allow, via other mediums for sending such complains including but not limited to in-app or website notices or requests for this purpose, chats or calls to our customers services.

12.2. If you are not satisfied with how we have handled your complaint, you can also contact The Financial Ombudsman Service, Australian Financial Complaints Authority Limited, GPO Box 3, Melbourne, VIC 3001

13. INTELLECTUAL PROPERTY

13.1. The content of the Website / Mobile App is protected by copyright (including design copyrights), trade marks, patent, database and other intellectual property rights and similar proprietary rights which include, (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to ACE Money Transfer moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world) and you acknowledge that the intellectual property rights in the material and content supplied as part of the Website / Mobile App shall remain with us or our licensors.

13.2. You may download or copy the content and other downloadable items displayed on the Website / Mobile App subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website / Mobile App for other than personal use is expressly prohibited.

13.3. You may retrieve and display the content of the Website / Mobile App on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website / Mobile App.

13.4. You acknowledge that any other use of the material and content of this Website / Mobile App is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.

13.5. No licence is granted to you in these Conditions to use any of our trade marks or those of our affiliated companies.

13.6. Services sold by us and Website / Mobile App content may be subject to copyright, trade mark or other intellectual property rights in favour of

third parties. We acknowledge those rights.

14. WEBSITE / MOBILE APP USE

14.1. You are permitted to use the Website / Mobile App and the material contained in it only as expressly authorised by us under our terms of use.

15. LIABILITY AND INDEMNITY

15.1. Not with standing any other provision in the Conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:

15.1.1. Death or personal injury resulting from our negligence

15.1.2. Fraud or fraudulent misrepresentation

15.1.4. Any matter for which it would be unlawful for us to exclude or attempt to exclude our liability

15.2. The Website / Mobile App is provided on an as is and as available basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these Conditions or required by law) in relation to the information, materials, content or services found or offered on the Website / Mobile App for any particular purpose or any transaction that may be conducted on or through the Website / Mobile App including but not limited to, implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.

15.3. We will not be liable if the Website / Mobile App is unavailable at any time.

15.4. We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website / Mobile App or that it will be timely or error-free, that defects will be corrected, or that the Website / Mobile App or the server that makes it available are free of viruses or bugs.

15.5. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website / Mobile App and we accept no liability of any kind for any loss or damage resulting from action taken in reliance on material or information contained on the Website/ Mobile App

15.6. We cannot guarantee and cannot be responsible for the security or privacy of the Website / Mobile App and any information provided by you. You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website / Mobile App or you downloading any material posted or sold on the Website / Mobile App or from any website/ Mobile App linked to it.

15.7. We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so.

15.8. We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent misrepresentations) or otherwise for:

15.8.1. any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any other consequential loss); or

15.8.2. any loss of goodwill or reputation; or

15.8.3. any special or indirect losses; or

15.8.4. any loss of data; or

15.8.5. wasted management or office time; or

15.8.6. any other loss or damage of any kind suffered or incurred arising out of or in connection with the provision of any matter under these Conditions and/or the Contract and/or the use of this Website / Mobile App or any aspect related to your purchase of the Services even if such losses are foreseeable or result from a deliberate breach of these Conditions by us that would entitle you to terminate the Contract between us or as a result of any action we have taken in response to your breach of these Conditions. Without prejudice to the terms of this clause and in the event that we are unable to rely upon it, our liability for all and any losses you suffer as a result of us breaking the Contract, whether or not deliberate, including those listed in clauses 15.8.1 to 15.8.6, is strictly limited to the purchase price of the Services you purchased.

15.9. If you buy any goods or services from a third party seller through our Website / Mobile App, the sellers individual liability will be set out in their own terms and conditions.

15.10. You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these Conditions by you, or any other liabilities arising out of your use of this

Website / Mobile App or any other person accessing the Website / Mobile App using your personal information with your authority.

15.11. This clause does not affect your statutory rights as a consumer, nor does it affect your contractual cancellation rights.

16. FORCE MAJEURE

16.1. We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control (Force Majeure), which, without limitation, include:

16.1.1. Strikes, lock-outs or other industrial action

16.1.2. Shortages of labour, services, power, supplies/resources.

16.1.3. Late, defective performance or non-performance by suppliers/subcontractors.

16.1.4. Private or public telecommunication, computer network failures or breakdown of equipment

16.1.5. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

16.1.6. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions.

16.1.7. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport for the delivery of services/product.

16.1.8. Acts, decrees, legislation, regulations or restrictions of any government

16.1.9. Other causes, beyond our reasonable control

16.2. Our performance will be deemed to be suspended for the period that the event of Force Majeure continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to minimize any delay caused by Force Majeure or to find a solution by which our obligations may be performed despite the Force Majeure event. We shall promptly notify you of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.

16.3. Where the period of non-performance or delay in relation to any event of Force Majeure exceeds 30 days from the date of notice to you of the event of Force Majeure, either you or us may, by written notice to the other, terminate the Contract with immediate effect upon service.

17. PRIVACY POLICY

17.1. In order to monitor and improve customer service, we may record telephone calls.

17.2. We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. All information provided by you will be treated securely

17.3. You can find full details of our Privacy Policy on the Website / Mobile App.

18. THIRD PARTY RIGHTS

18.1. Not to use our Services to commit fraud, money laundering, financial crime, financing terrorism or any similar activities. You expressly agree that we have an immediate right to immediately cancel any Services or account provided to you, without notice to you, and to report it to the appropriate policing or regulatory authority, where we suspect or detect that any crime is being committed by you, the payee or beneficiary or any third party on your behalf.

19. EXTERNAL LINKS

19.1. To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:

19.1.1. The privacy practices of such websites

19.1.2. The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources

19.1.3. The use which others make of these websites; or

19.1.4. Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such

advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources

20. LINKING TO THE WEBSITE

20.1. You must not create a link to the Website / Mobile App from another website, document or any other source without first obtaining our prior written consent.

20.2. Any agreed link must be:

20.2.1. To the Website's homepage

20.2.2. Established from a website or document that is owned by you and does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the Australia and the law in any country from which they are hosted

20.2.3. Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it

20.2.4. Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists

20.3. We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.

20.4. We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice, you must immediately remove the link and inform us once this has been done.

21. NOTICES

21.1. All notices given by you to us must be given to us at, Suite 504, 365 Little Collins Street, Melbourne, Victoria 3000 or by using help@acemoneytransfer.com. We may give notice as described in clause 3

21.2. Notice will be deemed received and properly served immediately when posted on our Website / Mobile App, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

22. ENTIRE AGREEMENT

22.1. The Contract represents the entire agreement between us in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

22.2. We each acknowledge that, in entering into a Contract, neither of us has relied on any express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such Contract except as has been expressly incorporated in such Contract.

22.3. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.

23. GENERAL

23.1. We reserve the right to change the domain address of this Website / Mobile App and any services, products, product prices, product specifications and availability at any time.

23.2. All prices and descriptions supersede all previous publications. All product descriptions are approximate.

23.3. Every effort is made to keep information regarding services/product availability on the Website / Mobile App up to date. However, we do not guarantee that this is the case, or that services/product will always be available.

23.4. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.

23.5. All Contracts are concluded and available in English only.

23.6. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such

rights or remedies and shall not relieve you from compliance with your obligations.

23.7. A waiver by us of any default shall not constitute a waiver of any subsequent default.

23.8. No waiver by us of any of these Conditions or of any other term of a Contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 3

23.9. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.

24. GOVERNING LAW AND JURISDICTION

24.1. Every purchase you make shall be deemed performed in Australia.

24.2. The Conditions and any Contract brought into being as a result of usage of this Website / Mobile App will be governed by the laws of Australia and you irrevocably agree to submit to the exclusive jurisdiction of the courts of Australia.

25. MOBILE TOP-UP

25.1. The Airtime Top Up service will only be provided to you by us in respect of the mobile phone operators available on our Website / Mobile App. These operators are subject to change and availability.

25.2. You must input the mobile phone number to which any Airtime Top Up is to be credited into the appropriate space in our Portal. It is your responsibility to ensure that you have correctly inputted the mobile phone number. if you enter the wrong number, the transfer will go ahead and there is no way to reclaim or redirect the Airtime Top Up once the Payment Instruction has been processed by us.

25.3. You will then be asked to select the amount of Airtime Top-Up that you wish to credit that mobile phone number with.

25.4. The cost of Airtime Top Up will vary depending on the amount of Airtime Top Up that you wish to send and according to the denominations displayed in our Portal or on the Website / Mobile App.

25.5. The total amount (the Transaction Amount and our Service Fee) that you must pay will be displayed clearly in the Portal before you are asked to confirm your Transaction.

25.6. A number of countries around the world have chosen to apply taxes to incoming Airtime Top Ups. When sending to a Payee in these countries, the corresponding deduction will be made from the Transaction Amount, meaning the Payee will get a lower amount of Airtime Top Up.

25.7. The Airtime Top Up is typically sent within a few seconds by us to the mobile phone number you provide upon successful payment by you. Occasionally, there may be a short delay before the relevant mobile operator applies the Airtime Top Up to the mobile phone number e.g., due to congestion on the local mobile network.

25.8. Our obligation in relation to Airtime Top Up is simply to send Airtime Top Up in accordance with your Instruction. The relevant mobile operator will be solely liable to you and the Payee of the Airtime Top Up for the provision of mobile services related to the Airtime Top Up. Once the Airtime Top Up is sent to a mobile phone number, it cannot be refunded or removed from the phone. To stop this mistake from happening, we ask you to ensure that the number you have entered is correct.

25.9. You will not be able to cancel the Airtime Top Up once we receive your instruction.

25.10. We may be obliged (for example, due to local laws or mobile operator restrictions) to limit the number of Airtime Top Ups that can be performed or the maximum value of Airtime Top Ups (the latter typically due to mobile operator restrictions) over a given period of time e.g., daily, weekly, monthly.

25.11. The prices of the Services are quoted on the Website / Mobile App. Unless otherwise stated, the prices quoted exclude VAT (we are not VAT registered). We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Services to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in any other costs of third-party services). In the unlikely event of this occurring, you shall be entitled to cancel the order at any time before we have commenced providing the Services.

25.12. As we sell non-tangible irrevocable goods, we do not issue refunds once the order is accomplished and the airtime is delivered. As a customer, you are responsible for understanding this upon purchasing any item at our website / Mobile App.

25.13. Abuse or fraud (including unlawful use of a payment method, theft, fraud, embezzlement or otherwise) is actively tracked by us. All purchases on our website / Mobile App, may be checked for abuse or fraud and for this purpose we work together with third parties. As soon as we suspect or discover abuse or fraud, we will refuse an order of credit and we do not issue a digital code to you.

25.14. In case of suspicion of unlawful use, we can ask you for a copy of a valid proof of identity and a copy of a bank statement and/or other documents. After this extra check we can decide to provide you with a digital code for credit, but we are not obliged to do so. We take these measures

in order to keep the process of buying credit through our website / Mobile App safe for you