

# Terms and Conditions

*Last updated: 6 June 2025*

## 1. Acceptance of Terms

These Terms and Conditions ("Terms") govern your access to and use of the website, mobile application, and all related services (collectively, the "Services") provided by **Exchange One PTY LTD** (ABN 15 632 609 039) **AUSTRAC Remittance Registration No. 100607366**; "we", "us", or "our"). By accessing, browsing, or otherwise using the Services, you confirm that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, and any additional terms referenced herein. If you do not agree, do not use the Services.

## 2. Definitions

"*Business Day*" means a day (other than a Saturday, Sunday, or public holiday) on which we are open for business in Sydney, Australia.

"*Customer*", "*you*", or "*your*" means a person or entity that accesses or uses the Services.

"*Transfer*" means a remittance transaction initiated through the Services.

## 3. Eligibility and Account Registration

1. You must be at least 18 years old and legally capable of entering into contracts.
2. You warrant that all information you provide during registration and throughout the relationship is true, complete, and up to date. We may require identity verification consistent with the **Anti-Money Laundering and Counter-Terrorism Financing Act 2006** and associated Rules.
3. You are responsible for maintaining the confidentiality of your account credentials and for all activities undertaken using your account.

## 4. Permitted and Prohibited Use

1. The Services may only be used for lawful Transfers and in compliance with these Terms, applicable laws, and sanctions regimes (including those administered by AUSTRAC, OFAC, and the United Nations).
2. You must not:
  - Use the Services for gambling, fraud, money-laundering, terrorism financing, or any other illegal purpose.
  - Breach any applicable foreign exchange control regulations.
  - Interfere with or disrupt the security or integrity of the Services.

## 5. Fees, Exchange Rates, and Taxes

1. Fees applicable to each Transfer will be disclosed prior to confirmation.
2. Exchange rates displayed in the quote are indicative until you confirm the Transfer and we receive cleared funds. Rates may fluctuate between quotation and settlement.
3. You are responsible for any taxes, duties, or charges imposed by the destination jurisdiction or intermediary banks.

## 6. Transaction Limits and Processing Times

1. We may impose minimum or maximum Transfer limits per transaction, per Customer, or over a defined period.
2. Processing times are estimates only and commence once we have received: (a) your confirmation, (b) cleared funds, and (c) any information or documentation we reasonably

require.

3. We are not liable for delays caused by third-party banks, payment networks, or compliance reviews.

## **7. Compliance, Verification, and Sanctions Screening**

1. You authorize us to conduct Know-Your-Customer (“KYC”) checks, politically exposed person (PEP) screening, and sanctions screening.
2. We may request additional documentation or decline, delay, freeze, or cancel a Transfer if required to meet our legal obligations.
3. We may disclose personal information to the law enforcement, regulatory authorities (including AUSTRAC), correspondent banks, and payout partners when required.

## **8. Fraud Prevention and Security**

1. We employ commercially reasonable security measures to protect your data. Nonetheless, you acknowledge that transmission via the internet is never completely secure.
2. You must immediately notify us of any unauthorized use or security breach related to your account.
3. We will never request your password by email or unsolicited communication.

## **9. Intellectual Property**

The Services and all related content (including text, graphics, logos, software, and trademarks) are owned or licensed by us and protected under Australian and international intellectual-property laws. You are granted a limited, revocable, non-exclusive license to access and use the Services for their intended purpose. You may not copy, modify, distribute, or create derivative works without our prior written consent.

## **10. Third-Party Content and Links**

The Services may contain links to third-party websites or integrate with third-party payout partners. We do not control, endorse, or assume responsibility for any third-party content or services. Your use of third-party platforms is at your own risk and subject to their terms.

## **11. Limitation of Liability**

1. To the extent permitted by law, we exclude all liability for any loss of profit, loss of data, or indirect or consequential loss.

## **12. Indemnity**

You agree to indemnify and hold us, our directors, employees, and agents, harmless from any claim, loss, damage, cost, or expense arising out of your breach of these Terms, your misuse of the Services, or your violation of any law or the rights of a third party.

## **13. Error Resolution and Complaints**

1. If you believe an error has occurred in respect of a Transfer, you must contact us promptly and no later than 30 calendar days from the date of the Transfer.

## **14. Suspension and Termination**

1. We may suspend or terminate your access to the Services at any time with or without notice if we reasonably suspect a breach of these Terms, unlawful activity, or comply with legal obligations.
2. You may close your account at any time, provided that no Transfers are pending.

## **15. Amendments to Terms**

We may amend these Terms from time to time. Changes will take effect when posted on our website or otherwise notified to you. Your continued use of the Services after the effective date constitutes

acceptance of the revised Terms.

#### **16. Governing Law and Dispute Resolution**

These Terms are governed by the laws of the State of New South Wales and the Commonwealth of Australia. You submit to the exclusive jurisdiction of the courts of New South Wales to resolve any dispute arising from the Services or these Terms.

#### **17. Severability**

If any provision of these Terms is held invalid or unenforceable, that provision will be severed and the remaining provisions will remain in full force.

#### **18. Entire Agreement**

These Terms, together with any supplemental agreements or disclosures referenced herein, constitute the entire agreement between you and us in relation to the Services and supersede any prior understandings.

#### **20. Contact Us**

For questions, complaints, or feedback, please contact us:

- **Address:** Suite 1301, 570 George Street, Sydney, NSW, 2000
- **Email:** [info@richiepay.com.au](mailto:info@richiepay.com.au)