

# Terms & Conditions

## Individual Users

Effective Date: July 2025

These Terms and Conditions (“Terms”) govern the relationship between Transcash International Pty. Ltd. (ACN 147705324) (“Transcash”, “us”, “our” or “we”) holding an Australian Financial Services License granted by the Australian Securities and Investment Commission (ASIC), and registered with the Australian Transaction Reports and Analysis Centre (AUSTRAC) to provide cross-border payment and monetary solutions to business clients (“Services”) and you, as an individual user (“Client”, “you” or “your”). Transcash and the Client may be referred to individually as a 'Party' and collectively as the 'Parties'.

Capitalized terms in these Terms are defined in the “[Definitions](#)” section hereunder.

By registering for, accessing, or using our Services, you shall be deemed to have accepted to be legally bound by these Terms as well as the Data and Privacy Protection Policy and the Cookies Policy.

If you are a business entity, please check our Terms and Conditions for Business Clients.

### 1. Interpretation and Definitions

#### 1.1. Interpretation

In the interpretation of these Terms, unless the context otherwise requires:

- a. References to:
  - (i) Legislation or provisions of legislation include any regulation, ordinance, by-law, or other subordinate legislation, and shall be construed as references to such legislation as amended, consolidated, re-enacted, or replaced from time to time.
  - (ii) Documents or agreements include any amendments, supplements, or replacements to those documents or agreements.
  - (iii) A person includes a natural person, partnership, joint venture, government agency, association, corporation, trust, or other body corporate.
  - (iv) A Party includes its agents, successors, and permitted assigns.
- b. The singular includes the plural and vice versa, and words denoting a specific gender include all genders.
- c. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- d. Monetary references are to the lawful currency of the Commonwealth of Australia.
- e. Dates and times for the performance of the obligations are to be interpreted by reference to the Commonwealth of Australia.

## *Terms and Conditions*

### Individual Users

- f. Obligations under these Terms affecting more than one Party bind them jointly and each of them severally.

### 1.2. Definitions

Unless the subject or context otherwise requires, capitalized words are defined in brackets with the Terms or have the meaning set out below:

- a. **Account** means the registered account you establish and maintain with us to access and use our Services in accordance with these Terms.
- b. **API** means the application programming interface provided by Transcash.
- c. **App** means the mobile application owned by us and used for sending a Payment Request or a Transaction Request.
- d. **Authorized User** means any individual who has been designated by the Client and granted authority to access or use the Services and initiate Transactions on the Client's behalf, in accordance with these Terms.
- e. **Business Day** means any day other than a Saturday, Sunday, or a public holiday, or a day on which financial institutions are authorized or required by applicable law or other government action to close in Australia.
- f. **Chargeback** means the person sending you the money has made a claim to their bank or payment provider that money was sent to you illegitimately, or the payment to us fails due to insufficient funds, account closed, or any other reason.
- g. **Client** refers to an individual user or their authorized representative who registers for, accesses, or uses the Transcash Website or our Services, whether as a Sender, Recipient, or in any other capacity.
- h. **Client Help Center** means the information that is available at our [help center](#).
- i. **Destination Country** means the country in which the Recipient receives money as a result of the Services being provided by us.
- j. **Instruction** means a Payment Request and/or a Transaction Request.
- k. **Local Taxes** means the taxes or charges payable in the Destination Country.
- l. **Payment Instrument** means a valid instrument of payment such as a bank account, debit card, or credit card.
- m. **Payout Amount** means the amount paid out, after any foreign exchange conversion, to the Recipient's account, exclusive of the Service Fee.
- n. **Recipient** means a Client that receives funds via the Services.
- o. **Registration Details** means the details submitted by you to avail the Services provided by us.
- p. **Sender** means a Client that initiates a transaction through the Services to transfer money to a Recipient.
- q. **Services** means all products, services, content, features, technologies, and functions offered by us, including through our Website, applications (including the App), APIs,

## *Terms and Conditions*

### Individual Users

- and other service delivery models. This includes, without limitation, cross-border payment and monetary solutions made available to Clients.
- r. **Service Fee** means the fee charged by us, plus any additional charges or Local Taxes applicable to each Transaction, which we reserve the right to charge in accordance with applicable laws, and as may be described on the Transcash Website from time to time.
  - s. **Service Provider** means a local bank, money exchange house, or other third-party service providers in the Destination Country with whom we work to provide the Services.
  - t. **Transaction** means the transfer of money using our Services.
  - u. **Transaction Amount** means the amount of money that the Sender wishes to send to the Recipient, excluding any applicable Service Fee and prior to any foreign exchange conversion.
  - v. **Transaction History** means the record of your Transactions on our Website, which you may access using your email and password or Registration Details.
  - w. **Transaction Request** means a specific instruction from you requesting us to send money to a Recipient through the Services we provide
  - x. **Unauthorized Transaction** means a payment transaction initiated by any person without the actual or imputed knowledge and implied or express consent of you.
  - y. **Website** means any Transcash webpage, including [www.ipayremit.com](http://www.ipayremit.com) and [www.isendremit.com](http://www.isendremit.com).

## 2. Scope of Services

- 2.1. We provide cross-border payment and related financial technology services to Clients in accordance with applicable laws and regulatory requirements. Our Services include, but are not limited to:
  - a. **Cross-Border Remittance Services:** You may initiate international money transfers in supported currencies for personal, family, or household purposes, subject to applicable limits and verification requirements.
  - b. **Foreign Exchange Services:** You may access real-time currency conversion and exchange rate information when initiating a Transaction.
  - c. **Transaction Management:** You may review your transaction history, monitor payment statuses, and manage recipient details through our Website or App.
- 2.2. These Services may be delivered via our Website, App, or through API integrations, and are subject to the specific terms, eligibility criteria, and compliance requirements applicable to the Client's jurisdiction.
- 2.3. We reserve the right to modify or discontinue the Service or any part of the Service without notice, at any time.

## *Terms and Conditions*

### Individual Users

#### **3. Eligibility and Authority to Use the Services**

- 3.1. To access and use our Services, you must be an individual who is at least 18 years of age and who has the legal capacity to enter into a binding agreement under applicable laws. In case you are a corporate customer, please refer to the Terms and Conditions for Business Clients.
- 3.2. If you are acting on behalf of another individual (for example, as a legal guardian or authorized representative, collectively “Authorized User”), you confirm that you have the necessary legal authority to do so. We may require documentation to verify such authority.
- 3.3. These Terms apply equally to all Authorized Users. We are not liable for executing any Transaction initiated by an Authorized User, even if such a Transaction was not intended by you.

#### **4. Access to Our Services**

- 4.1. To access and use our Services, you must either create an Account with us or access the Services via our Website.
- 4.2. We recommend using the Services only with trusted and verified Recipients and third parties with whom you have an existing relationship. You should exercise caution when transacting with Recipients you do not know or have not previously dealt with.
- 4.3. When accessing and using your Account, you must take appropriate security measures, including but not limited to the following:
  - a. Use strong, unique passwords and change them regularly. Avoid using the same password across multiple online platforms.
  - b. Do not share your login credentials, including your membership number, password, or any other security information, with anyone. If you suspect unauthorized access to your Account, contact our [Help Center](#) immediately. For your protection, we will never ask you to share your password or security details.
  - c. Enable multi-factor authentication where available, and do not disclose your authentication details to any third party.
  - d. If you believe you may have fallen victim to a scam, or if your Account, login credentials, or security details have been lost, stolen, or compromised in any way, you must contact our [Help Center](#) without delay.
  - e. Failure to promptly notify us of a potential security breach may affect the protection of your Account and result in losses for which you may be held responsible. You are required to provide reasonable assistance to help us investigate and respond to any such incidents.

## *Terms and Conditions*

### Individual Users

- f. You are solely responsible for ensuring that your systems, devices, software, and platforms are properly configured to access the Services. We do not warrant that the Services will be free of bugs, errors, or viruses.

## **5. KYC Requirements**

- 5.1. While registering with us or using our Services, you are required to provide certain information about yourself, including but not limited to the source of funds, as necessary to comply with the applicable Know Your Customer (KYC) obligations. A comprehensive list of the information and documents you may be required to provide is set out in [Schedule 1](#) of these Terms.
- 5.2. We are mandated by law to conduct certain security and customer due diligence (“CDD”) checks prior to providing Services and maintaining your account. This might also extend to other parties involved in a particular transaction (for example, your recipient). Accordingly, you must provide complete, accurate, and up-to-date information during the onboarding process or while carrying out transactions. You are responsible for promptly notifying us of any changes to previously submitted information. We may, at our discretion, request confirmation of the accuracy of your information or require additional supporting documentation at any time.
- 5.3. We verify your information, including your identity, using the Document Verification Service (DVS) or other approved verification services, both within Australia and internationally, as applicable. By using our services, you expressly authorize the use of DVS and agree to comply with our DVS usage policy as outlined in our Data and Privacy Protection Policy. Our liability in relation to identity verification outcomes is limited to facilitating the verification process through authorized channels, including Gateway Service Providers and relevant government databases. While we take reasonable steps to ensure that the verification process is secure and complies with applicable laws and standards, we do not warrant or guarantee, to the extent permitted by law, the accuracy, completeness, or reliability of the information obtained from third-party data sources, including government agencies.

Nothing in this Clause excludes, restricts, or modifies any rights or consumer guarantees you may have under the Australian Consumer Law (ACL) or other applicable legislation. If you are a consumer for the purposes of the ACL and we fail to comply with a consumer guarantee in relation to the identity verification services we provide, our liability is limited, to the extent permitted by section 64A of the ACL, to either:

- a. the resupply of the verification service; or
- b. the payment of the cost of having the verification service resupplied,

unless it would not be fair or reasonable to limit our liability in this way.

## *Terms and Conditions*

### Individual Users

- 5.4. By accepting these Terms, you acknowledge your commitment to fulfilling ongoing information requests and validation requirements, including but not limited to the following:
  - a. You agree to comply with any request from us for additional information, to be submitted in a format acceptable to us.
  - b. You authorize us to validate the information you provide either directly or through third parties, including government and commercial databases, including DVS and credit reporting agencies.
  - c. You authorize us to obtain credit reports relating to you or your Business Entity from time to time to verify, update, or renew your information and Account.
  - d. You agree that we may disclose relevant information about your Business to a credit reporting agency to obtain a credit report.
- 5.5. In accordance with applicable tax laws and international standards, including the Organization for Economic Co-operation and Development's Common Reporting Standard (CRS) and the U.S. Foreign Account Tax Compliance Act (FATCA), we are required to collect and report certain tax-related information. You must provide accurate self-certification details, including applicable Tax File Number (TFN) or other Taxpayer Identification Numbers (TINs), where applicable.
- 5.6. We reserve the right to suspend, restrict, or terminate access to your Account or the Services if we are unable to obtain, verify, or validate any required information relating to you and/or your transactions.

## **6. Limits on the Use of Our Services**

- 6.1. You may use our Services only for lawful purposes (for business activities, you can register through a business Account with us). You may not use our Services for any of the following:
  - a. in any way that breaches any applicable local, national, or international law or regulation, or causes us to breach any applicable law or regulation;
  - b. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - c. for the purpose of harming or attempting to harm minors in any way;
  - d. for anything that is abusive, harmful, or does not comply with our content standards;
  - e. for any unsolicited or unauthorized advertising, promotional material, or any other form of spam;
  - f. to deal in harmful programs such as viruses, spyware, or similar computer code designed to adversely affect the operation of any computer software or hardware;
  - g. in any way that would locally or internationally evade any applicable taxes or facilitate tax evasion.

## *Terms and Conditions*

### *Individual Users*

6.2. We do not support transactions that are involved in any of the following; such transactions may be declined. While this list is representative, it is not exhaustive, and we reserve our right to deny our Services to any Client who exceeds our risk tolerance. These transactions include:

- a. Adult Content, including, but not limited to, pornographic services and goods, adult entertainment-related activities, or escort services;
- b. Alcoholic beverages, including the facilitation, sale, or distribution of alcoholic beverages;
- c. Bearer share corporations;
- d. Chemicals, including the facilitation, sale, or distribution of chemicals;
- e. Crypto-currencies or digital assets, including companies that facilitate the creation, sale, distribution, custody, or exchange of crypto-currencies or digital assets;
- f. Dietary supplements, including the facilitation, sale, or distribution of dietary supplements;
- g. Embassies and Foreign Consulates;
- h. Foreign Bulk Shipment of Currency;
- i. Foreign Casinos/Gambling Establishments/Internet Gambling or other betting-related services;
- j. Foreign Governments;
- k. Foreign offshore shell companies;
- l. Foreign Shell Banks;
- m. Jewels, precious metals, or stones, including the facilitation, sale, distribution, or exchange of jewels, precious metals, or stones;
- n. Medical devices and medications, including the facilitation, sale, or distribution of drugs, prescription medications, or medical devices;
- o. Marijuana activities, including the creation, facilitation, sale, or distribution of marijuana or marijuana paraphernalia, regardless of whether or not such sale is lawful in the jurisdiction in which the customer operates, or your jurisdiction;
- p. Numbered or Designated Name Accounts;
- q. OFAC-listed countries, businesses, organizations, entities, or individuals;
- r. Parallel Banking Relationships;
- s. Online dating or marriage services;
- t. Online payday lenders;
- u. Payable Through Accounts;
- v. Pouch Activities;
- w. Stocks and other security interests, including the sale of stocks and other security interests;
- x. Telemarketing activities;
- y. Tobacco goods, including the facilitation, sale, or distribution of tobacco goods;
- z. Unlawful or Illegal Activities, including, without limitation:

## *Terms and Conditions*

### Individual Users

- (i) The creation, facilitation, sale, or distribution of any prohibited or illegal good or service or an activity that requires a governmental license where the customer lacks such a license;
  - (ii) the creation, facilitation, sale, or distribution of goods or services that violate the intellectual property rights of a third party; or
  - (iii) any Ponzi scheme or pyramid selling.
- aa. Violence-related activities, including the creation, facilitation, sale, or distribution of any material that promotes violence or hatred; or
  - bb. Weapons, including the facilitation, sale, or distribution of firearms or other weapons, military or semi-military goods, military software, or technologies.
- 6.3. You must not misuse our systems by introducing any malicious or technologically harmful materials; taking any action that imposes an unreasonable or disproportionately large load on our websites, software, or systems; or interfering, disrupting, or attempting to interfere or to gain unauthorized access to our Website, software, API, systems.
- 6.4. We reserve the right to investigate any suspicious activity or in response to any complaints or reported violations. When investigating any such activity, we reserve the right to institute a hold on your account or your funds, to report suspected unlawful activity to any appropriate regulatory or similar authority or person, and to provide such authority or person any relevant information, including personal data.
- 6.5. We will give you notice of any suspension or restriction and the reasons for such suspension or restriction as soon as we can, either before the suspension or restriction is put in place or soon after, unless notifying you would be unlawful or compromise our reasonable security measures.

## **7. Settlement of Transactions**

### **7.1. Transaction Approval and Processing**

- 7.1.1. While carrying out any Transactions, you may be required to provide additional supporting documents at our discretion, particularly for high-value Transactions or where necessary to comply with applicable legal, regulatory, or compliance obligations.
- 7.1.2. All Transaction Requests are subject to approval at our sole discretion and may be delayed, declined, or reversed to comply with applicable laws, regulatory requirements, or to mitigate fraud or financial risk. We may also impose limits on individual Transaction Amounts or aggregate Transactions over time.
- 7.1.3. Common reasons for refusal may include, but are not limited to:
- a. Mismatched registration and bank account details
  - b. Incorrect or incomplete Recipient information
  - c. Insufficient funds

## *Terms and Conditions*

### Individual Users

- d. Transactions that may cause legal or regulatory violations
- 7.1.4. We will attempt to notify you of any refusal using your registered contact information, stating (where possible) the reason and whether the issue can be resolved. We are not required to notify you if doing so would be unlawful.

### **7.2. Settlement Timing**

- 7.2.1. Settlement of Transactions will be effected in real time wherever practicable. The estimated settlement time will be provided to you, and we will make reasonable efforts to ensure that the Recipient receives the funds in the notified time frame.
- 7.2.2. However, settlement may be delayed due to compliance verification procedures, variations in business hours, currency availability, fund sufficiency, legal or regulatory obligations, or circumstances beyond our reasonable control, including but not limited to disruptions in banking infrastructure or communication networks.

### **7.3. Exchange Rates**

- 7.3.1. The applicable exchange rate will be disclosed at the time of submitting a Transaction Request and locked for eight (8) hours (the "Specified Period") from initiation (the "Locked-In Exchange Rate"). The Locked-In Exchange Rate will apply if your funds reach our designated account within the Specified Period. If your funds are received after the Specified Period, the exchange rate applied will be the prevailing rate at the time of conversion (the "Unlocked Exchange Rate").
- 7.3.2. We use aggregated third-party financial data sources to determine exchange rates, and while we make reasonable efforts to align rates with mid-market rates, we do not guarantee conformity to any particular benchmark. We shall not be liable for any shortfall in the amount received by the Recipient due to currency fluctuations, delays, intermediary charges, or any condition beyond our reasonable control.

### **7.4. Accuracy of Information**

- 7.4.1. You are solely responsible for ensuring that all details provided in a Transaction Request are accurate. If we execute a Transaction based on the information you supplied, it will be deemed correctly completed, even if the information was incorrect or incomplete.

### **7.5. Cancellation and Refunds**

- 7.5.1. You may cancel your Transaction Request and receive a full refund:
  - Within 30 minutes of authorizing the Transaction, provided the funds have not been transferred to the Recipient, or
  - At any later time, provided the funds have not yet been converted or transferred to the Recipient.

## **7.6. Chargebacks**

- 7.6.1. If you initiate a dispute or reversal of a Transaction (a “Chargeback”), you are fully responsible for the amount of the Chargeback, including any associated fees, penalties, or costs. In the event of a Chargeback, we reserve the right to deduct the amount from your Account or recover it from you through other means.
- 7.6.2. You agree that you will only initiate a Chargeback if:
  - a. We have materially breached these Terms; or
  - b. There has been an unauthorized use of your Pay-in Method, meaning you did not execute or authorize the relevant payment.
- 7.6.3. You further agree to provide all necessary documentation and cooperation requested by us to investigate, dispute, or resolve any Chargeback. We are not obligated to contest or defend against a Chargeback unless we choose to do so at our sole discretion.

## **7.7. Transaction Notification and Unauthorized Transactions:**

- 7.7.1. We will send notifications regarding your Transactions to the email and phone number associated with your Account. You are solely responsible for:
  - a. Enabling alerts on your devices;
  - b. Opting to receive notifications for all outgoing Transactions;
  - c. Monitoring all such alerts.

Please note that we will not send further reminders or repeat transaction notifications to you.

- 7.7.2. You must report any Unauthorized Transactions to us as soon as practicable after receipt of any transaction notification alert for any unauthorized transaction. Delays in reporting must be justified upon request. Reports may be submitted via:
  - a. any official reporting channels we provide; or
  - b. any other method we accept.

Please note that reports will only be deemed to have been received by us upon our dispatch of an acknowledgement or receipt of the report.

- 7.7.3. We shall assess any claim relating to an Unauthorized Transaction in a fair and commercially reasonable manner. You agree to cooperate fully with our investigation and, upon request, to provide any and all information we may reasonably require, including but not limited to:
  - a. Identification of the Account affected;
  - b. Valid identification documents and relevant personal verification data;

## *Terms and Conditions*

### Individual Users

- c. Details of the authentication mechanism(s) used, including login credentials and any devices or software employed in initiating the Transaction;
- d. A description of any loss, theft, misuse, or compromise of login credentials or authentication devices, including the date and time of such event and its reporting to us and, where applicable, to law enforcement authorities;
- e. A police report or equivalent legal document, where we deem it necessary to facilitate the investigation; and
- f. Any other information reasonably required to assess the claim.

We reserve the right to reject any claim for insufficient documentation or failure to cooperate in the claims process.

- 7.7.4. Subject to applicable laws and regulations, we shall, upon your request and where deemed necessary for the resolution of an Unauthorized Transaction claim, disclose relevant information available to us, including transaction timestamps and details of the counterparty.

We shall endeavor to complete the assessment and resolution of the claim within a reasonable timeframe and shall communicate the outcome and rationale of our findings to you in a clear and timely manner.

- 7.7.5. Where you do not agree with our assessment of the claim, you may proceed to commence other forms of dispute resolution mechanisms.

## **7.8. Erroneous Transactions**

- 7.8.1. In the event that you become aware of any error, discrepancy, or unauthorized alteration in a Transaction, you shall notify us without undue delay. Such notice must include the following information in writing:

- a. The Account to which the error relates;
- b. Your name and valid identity verification details;
- c. The full name and account number of the intended or actual Recipient;
- d. The date, time, amount, and nature of the Transaction;
- e. Details of the authentication device, login credentials, and device used to execute the Transaction; and
- f. Any other information known to you or requested by us that may assist in the investigation and resolution of the matter.

Failure to notify us within a reasonable time may affect your rights and remedies under these Terms or applicable law.

- 7.8.2. Reports concerning erroneous Transactions may be submitted through the [Help Center](#) or any other official reporting channel as designated by us from time to time. Such reports shall be deemed received only upon our issuance of an acknowledgment of receipt.

## *Terms and Conditions*

### Individual Users

7.8.3. Our responsibility with respect to erroneous Transactions shall be limited to facilitating communication between you and the relevant Recipient. We do not undertake any obligation to investigate, reverse, or resolve any erroneous Transaction unless required to do so under applicable law or expressly agreed in writing.

## **8. Fees, Charges, and Taxes**

- 8.1. Registering with us or opening an Account may be subject to a fee. You may also incur charges when using certain features of the Services, including but not limited to sending money, currency conversion, or receiving payments.
- 8.2. You will be informed of any applicable fees at the time you initiate a Transaction or access a fee-based Service. It is your responsibility to review and accept these fees before proceeding. We may withhold the processing of any Transaction or the provision of any Service until the applicable fees have been received in full. Fees may be updated from time to time in accordance with the clause titled [Our Right to Make Changes](#).
- 8.3. You are solely responsible for determining, reporting, and paying any taxes that may arise in connection with your use of the Services. This includes any obligations to collect, remit, or report taxes to the relevant tax authorities under applicable law.

## **9. Compliance & Monitoring**

- 9.1. In accordance with applicable anti-money laundering and counter-terrorism financing (AML/CFT) laws and regulations, all Transactions conducted through our Services are subject to continuous monitoring as part of our AML/CFT compliance program. A summary of our Anti-Money Laundering and Counter-Terrorism Financing Statement is available on our Website, and our AML/CFT Compliance Guideline can be made available upon request.
- 9.2. To mitigate the risk of our Services being used for illicit purposes, we do not accept payments made by cash, cheque, debit card, or credit card. All funds must be received and disbursed exclusively through electronic bank transfers.
- 9.3. By submitting a Transaction Request, you represent and warrant that:
  - a. You are not aware of, nor do you have reason to suspect, that the funds involved in the Transaction originate from or are connected to any illegal or criminal activity; and
  - b. The funds will not be used for any unlawful purposes, including but not limited to the financing of terrorism, fraud, bribery, corruption, or money laundering.
- 9.4. You agree to provide, upon request, any documents or information necessary to complete our Know Your Customer (KYC) due diligence procedures or as otherwise required under applicable law.

## *Terms and Conditions*

### Individual Users

- 9.5. As a regulated entity, we may disclose personal information relating to you, your Authorized Users, Recipients, or any associated individual, where such disclosure is required in connection with compliance with AML/CFT laws and regulations. You acknowledge that any information or documentation you provide to us may be disclosed to competent regulatory, supervisory, or law enforcement authorities, whether in the jurisdiction of the origin or destination of the Transaction, as required by law. You confirm that any personal information you provide in relation to such individuals has been collected and disclosed in accordance with applicable data protection laws.
- 9.6. We reserve the right to delay, suspend, reject, or cancel any Transaction Request or ongoing Transaction, or to freeze or block your Account, where:
  - a. We reasonably suspect that the Transaction is, or may be, in violation of applicable AML/CFT laws, or any other relevant legal or regulatory requirement;
  - b. We suspect that you, a Recipient, or any associated party is engaged in, or connected to, fraudulent, illegal, or unethical activity;
  - c. We are required to do so by a competent court, regulatory body, or government authority.
- 9.7. In the event that we freeze or block your Account under Clause 9.6, we shall not be liable for any resulting loss or damage suffered by you. You agree to fully indemnify and hold us harmless from and against any claims, costs, losses, damages, liabilities, or expenses arising from such action.
- 9.8. We are under a legal obligation to report suspicious activities or Transactions to the appropriate authorities. In most circumstances, we are legally prohibited from informing you when such a report has been made.

## **10. Data Handling**

Our handling of your data including the information you give us, the information we collect about you from the use of our Services, and the information we receive from other sources is guided by applicable privacy laws and is limited to what is necessary to deliver our services effectively, ensure regulatory compliance, and improve customer experience. For further information regarding the use and processing of your data, you can check our Data and Privacy Protection Policy.

By accepting these Terms, you agree to our data processing terms outlined in the Data and Privacy Protection Policy.

## **11. Intellectual Property Rights**

- 11.1. You may use our Website and Services solely for lawful purposes and in accordance with these Terms. Any other use is strictly prohibited unless expressly authorized by us in writing.

## *Terms and Conditions*

### **Individual Users**

- 11.2. You may not copy, reproduce, modify, adapt, publish, transmit, publicly display, create derivative works from, sell, or distribute any part of the Website, the Services, or any related content for commercial or public purposes without our prior written consent.
- 11.3. You are prohibited from using any automated tools or technologies, such as bots, spiders, or scrapers, to access, extract, or index any portion of our Website or Services. You must not remove, alter, or obscure any copyright, trademark, or proprietary notices displayed on the Website or on any materials obtained from it.
- 11.4. All intellectual property rights, including trademarks, trade names, service marks, logos, and any other indicia of ownership displayed on the Website or in connection with our Services, are the exclusive property of Transcash International Pty. Ltd. or its licensors. This includes, but is not limited to, the name “Transcash International Pty. Ltd.” and any associated branding.
- 11.5. You may not use, reproduce, or distribute any of our intellectual property without our express prior written consent.

### **12. Account Closure and Termination of Services**

- 12.1. You may request to close your Account and discontinue your use of the Services at any time by following the instructions provided on our Website or App. Upon closure, you must ensure that all pending transactions are completed or cancelled and that no disputes, investigations, or obligations remain outstanding.
- 12.2. You must not close your Account or delete your profile in order to evade an investigation by us or any enforcement authority, or if you have a pending transaction, unresolved dispute, or outstanding obligations. If you attempt to do so, we may restrict access to your funds for a reasonable period necessary to protect our interests or those of third parties and to comply with applicable legal or regulatory requirements.
- 12.3. Closure of your Account does not relieve you of any responsibility or liability incurred under these Terms. You agree that you will remain liable for any charges, fees, or obligations arising prior to or in connection with the closure of your Account.
- 12.4. We reserve the right to suspend or terminate your access to the Services and to close your Account at our discretion, including but not limited to situations involving suspected fraud, breach of these Terms, non-compliance with applicable laws or regulatory obligations, payment failures, or changes in legal or regulatory requirements. We may do so with or without prior notice, unless otherwise required by law.
- 12.5. Upon termination of your Account, any remaining balance due to you may be refunded in accordance with our standard procedures, subject to applicable laws and any pending investigations or claims. You will no longer have access to the Services or rights granted to you under these Terms will immediately cease.

## **13. Warranties, Liability, and Indemnity**

### **13.1. Our Warranties**

We represent and warrant that:

- a. We have the full right, power, and authority to enter into these Terms and to fulfil all obligations under it;
- b. The Services shall be provided with reasonable skill and care, and in accordance with generally accepted industry standards;
- c. We shall use commercially reasonable efforts to safeguard your account and funds, and to ensure the availability and security of the Services.

### **13.2. Transaction Processing Errors**

- a. While we will use reasonable efforts to process Transactions promptly, we do not warrant or guarantee the time required to complete a Transaction due to factors beyond our control.
- b. In the event that a material error attributable to us results in a Transaction being executed incorrectly, delayed, or funds being transferred to the wrong recipient, we will, without undue delay and at our own expense, take reasonable steps to recover the funds or correct the error.
- c. If the error results in a direct financial loss to the Sender, and such loss is solely attributable to our material breach of these Terms, we will refund the affected Sender the full Transaction Amount and any Service Fees paid in connection with that Transaction.

### **13.3. Service Availability**

- a. We aim to ensure that the Services are available when needed. However, we do not warrant uninterrupted access and may suspend, withdraw, or modify the Services without notice due to maintenance, security, legal, or other operational reasons.
- b. We shall not be liable for any loss or inconvenience caused by the unavailability or interruption of the Services.

### **13.4. Exclusions of Liability**

To the extent permitted by law, we shall not be liable for:

- a. Any failure to perform or delay in the performance of our obligations caused by abnormal or unforeseeable circumstances beyond our reasonable control, including legal or regulatory compliance;
- b. Malfunctions in communication facilities outside our control that may impact message accuracy or timing;

## *Terms and Conditions*

### Individual Users

- c. Loss or delay arising from the use of third-party internet or telecommunications providers or unsupported browser/software systems;
- d. Errors caused by incomplete, inaccurate, or misleading information provided by you or third parties;
- e. Losses resulting from unauthorized Transactions or misuse of the Services where you or an Authorized User have acted fraudulently or negligently;
- f. Any indirect or consequential losses, including but not limited to loss of profit, loss of business, business interruption, or loss of business opportunity.

### **13.5. Indemnity**

You agree to indemnify, defend, and hold us and our affiliates harmless from and against all losses, liabilities, claims, costs, damages, and expenses (including reasonable legal fees) arising out of or relating to:

- a. Your or any Authorized User's breach of these Terms;
- b. Your or any Authorized User's fraudulent, negligent, wrongful, or improper use of the Services;
- c. Your or any Authorized User's violation of any applicable law, regulation, or rule;
- d. The use of the Services by any third party accessing them through your Account, whether authorized or not.

This indemnity shall survive the termination of this Agreement and your use of the Services.

## **14. Our Right to Make Changes**

- 14.1. We reserve the right to amend these Terms at any time by publishing a revised version on our Website. Unless otherwise stated, the revised Terms will take effect immediately upon publication. Where reasonably practicable, we will notify you of material changes by email or by displaying a notice within the App or on our Website.
- 14.2. If you do not agree to the revised Terms, you may terminate your Agreement with us at any time by closing your Account and ceasing use of our Services (see Section 12 – [Account Closure and Termination of Services](#)). If you continue to use the Services after the changes take effect, you will be deemed to have accepted the revised Terms.
- 14.3. Notwithstanding the above, changes that:
  - a. are more favorable to you;
  - b. are made to comply with legal or regulatory obligations;
  - c. relate to the introduction of new services or features; or
  - d. do not diminish your rights or increase your responsibilities

will take effect immediately upon publication, without requiring prior notice.

## *Terms and Conditions*

### **Individual Users**

14.4. Changes to exchange rates may be implemented without notice and shall take immediate effect, and you shall not be entitled to object to such changes.

## **15. Electronic Communications**

15.1. You acknowledge and agree that these Terms are entered into electronically, and that communications between you and us may be conducted through electronic means. The following categories of information may be provided to you electronically, either via email, through our Website, or within the App:

- a. These Terms and any amendments, modifications, or supplements to them;
- b. Records and information relating to transactions carried out using the Services;
- c. Disclosures, notices, and communications required under applicable laws or regulations;
- d. Customer service communications, including communications relating to complaints, errors, or unauthorized use of the Services;
- e. Any other communications relevant to your use of the Services; and
- f. Requests for further information or documentation as required for compliance with our AML/CFT obligations or applicable laws.

15.2. You confirm that you have the necessary hardware, software, and internet access to receive, access, and retain electronic communications.

15.3. You may withdraw your consent to receive communications electronically by contacting us using the details provided at the end of these Terms. Please note that withdrawal of consent may result in the suspension or termination of your access to the Services, as electronic communication is essential for their delivery.

15.4. You are responsible for ensuring that the contact details associated with your account, including your email address and mobile number, are accurate and kept up to date. You must promptly notify us of any changes by updating your profile or account settings.

## **16. Complaint Handling**

16.1. We are committed to delivering quality service and ensuring that any concerns are addressed in a fair, timely, and transparent manner. If you are dissatisfied with our services, we encourage you to follow the escalation process below.

16.1.1. If you have an issue or concern, please first reach out to our Customer Support team. Most matters can be resolved promptly at this stage. You can reach our Support team through our [Help Center](#) or the following:

**Email:** [info@isend.com.sg](mailto:info@isend.com.sg)

**WhatsApp:** +61 476 058 772

## *Terms and Conditions*

### Individual Users

16.1.2. If your concern is not resolved to your satisfaction, you may escalate the matter by lodging a formal complaint with our Compliance Team by emailing the Team at [GroupCompliance@ipavremit.com](mailto:GroupCompliance@ipavremit.com). Upon receipt of your complaint, we will:

- a. Acknowledge receipt within four (4) hours;
- b. Request any further information necessary to investigate the matter;
- c. Conduct a fair and objective assessment in line with our internal policies and obligations under Australian financial services laws;
- d. Provide a final written response within 15 calendar days. If we require additional time, we will inform you and keep you updated on the progress.

16.1.3. If you remain dissatisfied with our final response, you may refer the matter to the Australian Financial Complaints Authority (AFCA)

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

These Terms and any claim or controversy arising out of or relating thereto, including any claim against us in connection with the Service (collectively, a “Claim”) are governed by the laws of Australia, without regard to conflicts or choice of laws principles, whether or not you live in Australia. Any dispute between you and us in connection with the Services and/or these Terms shall be brought in the courts of Australia.

## **18. Severability**

If any provision of these Terms is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable, and the rest of the Terms will not be affected.

## **19. Assignment**

You may not transfer or assign these Terms to any other person or organization without our prior written consent. We may assign our obligations to you under these Terms without your consent or any prior notice.

## **20. Force Majeure**

Neither Party shall be held liable for any delay or failure in the performance of its obligations under these Terms if such delay or failure is due to circumstances beyond its reasonable control. These circumstances may include, but are not limited to, acts of God, fire, flood, earthquake, storm, pandemic, war, civil unrest, strike or other labor disputes, embargo, governmental restrictions or actions, failure of public utilities or telecommunications networks, or any other event or condition that is unforeseeable and beyond the reasonable control of the affected Party.

The affected Party shall notify the other Party of the occurrence of a force majeure event as soon as reasonably practicable and shall use all reasonable efforts to resume performance of its obligations as soon as the event ceases.

## **21. Entire Agreement**

These Terms constitute the complete and exclusive agreement between you and us regarding the subject matter herein and supersede all prior or contemporaneous understandings, communications, representations, or agreements, whether oral or written, relating to the same subject matter. No other terms, conditions, or representations shall be binding unless expressly agreed to in writing by both parties.

## **22. English Language**

These Terms may be provided to you in English or any other language that we support. For the avoidance of doubt, any non-English version of the Terms is provided for translation purposes only. In the event that any conflict arises between the English and non-English versions of the Terms, the English version shall prevail.

## **23. Notices to Us**

If you have any problems using the Service, you should contact us at [info@isend.com.sg](mailto:info@isend.com.sg) or +61 476 058 772 (WhatsApp). Any notice of legal claim or other process pursuant to these Terms shall be delivered via email to [info@isend.com.sg](mailto:info@isend.com.sg) or via post to [302/17-19 Aurelia Street, Toongabbie, NSW 2146 Australia](http://302/17-19 Aurelia Street, Toongabbie, NSW 2146 Australia).

## Schedule 1

### KYC Information and Documents Requirements

In accordance with our legal and regulatory obligations under applicable anti-money laundering (AML), counter-terrorism financing (CFT), and other compliance frameworks, you are required to provide certain information and supporting documents from reliable source both during the onboarding process and on an ongoing basis, as reasonably requested by us.

The following categories of information and documentation may be required:

#### a. Contact Information

- Full legal name
- Email address
- Residential or mailing address
- Mobile or telephone number

#### b. Personal Identification Details

- Date of birth
- Passport number or other government-issued identification number
- National identification number (where applicable)
- Tax identification number and country of tax residence
- Proof of address (e.g., utility bill or bank statement (preferably issued within the last 3 months and not older than 6 months))
- Proof of residency status

#### c. Identification Documents

- Clear and valid copies of official identification documents such as:
  - Passport
  - National ID card
  - Driver's license
  - Any other government-issued identification acceptable under applicable law

#### d. Financial and Account Information

- Bank account number and related details
- Transaction history
- Other relevant financial background information

#### e. Biometric Data (where applicable)

- Photographic image or video for identity verification purposes
- Facial scan data extracted from such image or video

#### f. Source of Funds and Wealth

- Declaration and evidence of the source of funds and/or wealth

## *Terms and Conditions*

### Individual Users

- Supporting documentation (e.g., salary slips, business income proof, asset sale documents), especially for higher-value transactions or as required under applicable regulations

### **g. Additional Information for Sole Traders**

Individuals operating as sole traders may also be required to provide:

- Full business name
- Business or residential address
- Australian Business Number (ABN)
- Declaration of whether the client is a Politically Exposed Person (PEP) or related to one

We may request additional documentation or clarification in certain cases, including but not limited to:

- High-risk or high-value transactions
- Ongoing monitoring triggers
- Periodic compliance reviews

All information and documentation provided will be subject to verification, which may involve the use of government and private databases, such as DVS, third-party verification providers, and other lawful sources.

Your data will be processed and stored in accordance with our Data and Privacy Protection Policy, and treated with the highest standards of security and confidentiality as required by applicable laws and regulatory guidelines.