

PIN Network App – Terms and Conditions (Australia)

The PIN Network App is a mobile and web-based application developed and maintained by **Pay It Now AUS Pty Ltd** (ACN 662 643 496, ABN 18 662 643 496). Pay It Now AUS Pty Ltd is registered with the Australian Transaction Reports and Analysis Centre (AUSTRAC) as a digital currency exchange (Registration No. DCE100820697-002) and has Legal Entity Identifier (LEI) Code 9845009BCN44F3BE4F43. In these Terms and Conditions, Pay It Now AUS Pty Ltd is referred to as “**we**”, “**us**” or “**our**”. The PIN Network App (the **App**) enables participants to store, track, transfer, and manage their PIN Network Token balances.

These Terms and Conditions (the **Terms**) govern your use of the App. In these Terms, “**you**” and “**your**” means the individual or organisation accessing, downloading, installing, or otherwise using the App.

1. Acceptance of Terms

1.1 By accessing, downloading, installing or otherwise using the App, you acknowledge that you have read, understood and accept these Terms. If you are doing so on behalf of an organisation, you warrant that you are an authorised representative of that organisation with the authority to bind the organisation to these Terms. In such case, “you” includes both you as an individual and that organisation.

1.2 If you do not agree to be bound by these Terms, do not access, download, install or use the App.

1.3 We may, at our sole discretion, amend these Terms from time to time without prior notice. The most current version of these Terms is located on our Website. You are responsible for ensuring you have read the most up-to-date version, as your continued use of the App represents your agreement to be bound by the then-current Terms.

1.4 If you use any functionality of the App in the capacity of a merchant, then the **Merchant Terms and Conditions** will also apply to your use of the App.

1.5 If you use any functionality of the App as a consumer/user (including if you are a merchant using the user-side functionality of the App), then the **User Terms and Conditions** will also apply to your use of the App.

1.6 These Terms apply to the use of all functionality of the App, including functionality that may also be subject to other terms and conditions. In the event of any conflict between these Terms and any other applicable terms, these Terms shall prevail (to the extent of the inconsistency).

2. Definitions and Interpretation

2.1 In these Terms, unless the context otherwise requires, the following definitions apply:

- **Accepted Cryptocurrency** means any cryptocurrency that is accepted by us for use in connection with the PIN Network.

- **Account** means your account on the PIN Network (accessed through the App).
- **App** means the PIN Network App, which is the software application used for accessing the PIN Network, managing accounts on the PIN Network, storing PIN Network Tokens for those account holders, and facilitating transactions between participants on the PIN Network. The App is provided by us via our Website or through the Apple App Store or Google Play Store, and includes all modifications, updates, upgrades and enhancements made to the App.
- **Merchant Terms and Conditions** means the terms and conditions applicable to merchants, as made available on the Website.
- **PIN Ecosystem Terms and Conditions** means the terms and conditions governing the broader PIN ecosystem, as made available on the Website.
- **PIN Network** means our technology system that provides the functionality enabled by the App.
- **PIN Network Token** means a token allocated on the PIN Network, which may be a native **PIN Token** or a token that represents an Accepted Cryptocurrency.
- **PIN Token** means the native cryptographic token on the PIN Network.
- **Privacy Policy** means our privacy policy governing personal information collected in connection with use of the App, available on the Website.
- **Transaction** means any transaction undertaken using the App, including (but not limited to) purchasing or transferring PIN Network Tokens, or paying for goods or services from participating merchants using PIN Network Tokens.
- **User Terms and Conditions** means the terms and conditions applicable to end-users (non-merchants), as made available on the Website.
- **Website** means our official website at <https://payitnow.io/>.

2.2 Interpretation: In these Terms, unless the context otherwise requires:

- (a) section and clause headings are for convenience only and do not affect interpretation;
- (b) a word in the singular includes the plural and vice versa;
- (c) any reference to “including” (or similar words or phrases) is deemed to be followed by “without limitation”; and
- (d) a reference to any legislation or regulation includes any amendments, re-enactments or replacements of that legislation.

3. Intellectual Property

3.1 All intellectual property rights in and related to the App and the PIN Network (including all content, features and functionality in the App) are owned by us or by our licensors. Nothing in these Terms transfers any intellectual property rights or title in the App or the PIN Network to you. Any use of the App or the PIN Network not expressly permitted by these Terms (or by any other terms we specify as applicable) is a breach of these Terms and may violate copyright, trademark, and other laws.

3.2 Subject to your compliance with these Terms, we grant you a personal, non-exclusive, non-transferable, limited licence to download (for the mobile App), install (where applicable), access, and use the App in accordance with these Terms. Where relevant, your use of the App must also accord with the Merchant Terms and Conditions and/or the User Terms and Conditions and/or the PIN Ecosystem Terms and Conditions. You must only use the App to access the PIN Network as permitted by those terms and conditions.

3.3 You agree not to, and must not permit any other person to: copy, reproduce, translate, alter, adapt, vary, modify, decompile, reverse engineer, disassemble, or create derivative works from the App; nor attempt to derive or access the source code of the App; nor publish, resell, or sublicense the App; nor publicly display or communicate any content or information contained in the App to any third party without our prior written permission.

3.4 You must cease using the App and the PIN Network immediately if and when you are no longer permitted to use the App or the PIN Network under the Merchant Terms and Conditions and/or the User Terms and Conditions (for example, if those terms end or your rights under them are terminated).

4. Obligations

4.1 Eligibility: You may only use the App and participate in the PIN Network if you are at least 18 years of age.

4.2 Use in Accordance with Instructions: You must use the App and the PIN Network strictly in accordance with any user documentation, guidelines or instructions provided by us (including any on-screen instructions within the App), as well as in accordance with all other applicable terms and conditions governing the App or PIN Network.

4.3 Prohibited Conduct: When accessing or using the App and the PIN Network, you **must not**:

- **4.3.1** Violate the security of the App or the PIN Network, nor interfere with, damage, disrupt, or harm (or attempt to do any of the foregoing to) the App, the PIN Network, or any of our systems or networks related to the App or PIN Network.
- **4.3.2** Use any automated system (including without limitation robots, spiders, or offline readers) to access, monitor, or copy any part of the App or the PIN Network without our prior permission.
- **4.3.3** Access or attempt to access any data or information within the App or the PIN Network that is not intended for you, including data of other users or any of our systems or databases.
- **4.3.4** Use the App or the PIN Network for any purpose or in any manner that is unlawful or prohibited. This includes (without limitation) using the App in a way that breaches any applicable law or regulation (such as laws against money laundering, terrorism financing, or other financial crimes), or using the App for any purpose other than its intended functionality.

4.4 Connectivity: You are responsible for obtaining and maintaining the necessary devices, connections, and data services needed to access the App. The App requires a stable internet connection (via a public data network) for full functionality. You acknowledge that the availability and quality of the App's services may depend on factors outside our control, such as your internet or mobile network.

4.5 Compatible Software and Updates: If you access the App via our web interface, you must use a compatible and up-to-date web browser. If you use the mobile App, you must use it on a compatible smartphone, tablet or device with a current mobile operating system. You are responsible for keeping your web browser or mobile operating system updated, and for downloading and installing any updates or new versions of the App that we release via official channels (e.g. the Apple App Store or Google Play Store). Using outdated software may compromise your ability to use the App securely or at all.

4.6 Transaction Records: It is your responsibility to independently maintain records of any details of your Transactions (for example, transaction amounts, dates, counterparties, and references) that you may need for your own purposes. We do not guarantee that transaction history will be retained or accessible indefinitely through the App, so you should save any information you wish to retain in your own system or backups.

4.7 Identity Verification and Compliance: You agree to provide any information and documentation that we reasonably require to verify your identity or to comply with our legal and regulatory obligations. We are obligated to comply with various Australian laws and regulatory requirements (including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and guidance issued by AUSTRAC for digital currency exchange providers). If we request information from you to meet our compliance obligations (for example, Know-Your-Customer identity verification or source-of-funds inquiries), you must promptly provide accurate and complete information. If you fail to provide requested information, or if we are unable to verify your identity to our satisfaction, we may restrict, suspend or terminate your access to some or all features of the App or PIN Network.

5. Support

5.1 We will provide basic support for your use of the App and the PIN Network, provided you have a valid Account on the PIN Network. Support may not be available to unregistered users or to users without an active account.

5.2 The level and channels of support we offer (for example, email support or in-app helpdesk) will be as specified on our Website or within the App. Our support services may be limited (for instance, we may offer support only via email and not offer live phone support). While we aim to assist you in a timely manner, we do not guarantee any specific response or resolution time for support inquiries, and we do not warrant that any particular issue will be resolved to your satisfaction. Support is provided on a best-effort basis.

6. Privacy

6.1 The personal information that you submit when registering an Account, as well as any personal information you provide when accessing or using the App, is collected, stored, used and disclosed by us in accordance with our Privacy Policy and applicable privacy laws (including the *Privacy Act 1988* (Cth)).

6.2 You agree that we may use any personal information obtained about you (or about any individual in your organisation) for purposes associated with providing the App and operating the PIN Network, and for any other purposes described in our Privacy Policy. This may include using your information to facilitate Transactions, to administer your Account, to ensure compliance with our legal obligations, or to offer you customer support.

7. Authority to Provide Personal Information

You warrant that you have the authority of any and all persons in your organisation whose personal information you provide to us through the App or in connection with your use of the PIN Network. In other words, if you input or share personal information of third parties (for example, your employees, colleagues, or other individuals) while using the App, you confirm that you have obtained any necessary permissions or consents from those individuals to disclose their information to us.

8. Disclaimers

8.1 *General Acknowledgements:* You acknowledge and agree to the following:

- **8.1.1** The availability and functioning of the App and the PIN Network depend on services provided by third parties (such as internet providers, cloud hosting providers, blockchain networks, etc.) and other factors outside our control. We are not responsible for any failure of those third-party services or external factors that may prevent you from accessing or using the App or the PIN Network. **Accordingly, we do not warrant or guarantee that:**
(a) *the App, the PIN Network, or any Transaction will be uninterrupted, timely, secure, or error-free;* and
(b) *the quality, suitability, or availability of any services, information or other material provided to you through the App will meet your expectations or requirements.*
- **8.1.2** You will not be able to complete or execute a Transaction through the App if your device is not connected to a functioning internet or data network, if you have logged out of the App, if your device has run out of data or battery, or if there is any network or system outage or failure affecting the App. You agree that we are not responsible or liable for any inability to conduct a Transaction or use the App in such cases.

8.2 *Data Integrity:* We are not responsible or liable for any errors in the balance of PIN Network Tokens shown in your Account that arise from software bugs, errors in external systems, cyber-attacks, hacks, or other malicious interference with the PIN Network or the broader PIN ecosystem by third parties, or from any other events beyond our reasonable control.

8.3 *Technology Risks:* You acknowledge that if the PIN ecosystem or the underlying **Binance Smart Chain** (or any other underlying blockchain or technology that the PIN Network relies on) ceases to exist or ceases to operate, then any PIN Network Tokens you hold will effectively cease to exist. In such an event, you will have no rights or remedies in respect of those Tokens (for example, you will not be able to transact those Tokens or convert them to any other value, nor will you be entitled to any compensation from us for the loss of the Tokens).

8.4 *No Financial Advice:* Any general information, tutorials, articles, or other content presented on or through the App is provided solely for general informational purposes. Such information does **not** constitute financial advice, investment advice, legal advice, or any form of professional advice, and should not be relied upon as such. You should seek your own independent advice from qualified professionals before making any financial or investment decisions in connection with the PIN Network Tokens or any other aspect of the App.

9. Liability

9.1 Non-Excludable Rights: Nothing in these Terms is intended to exclude, restrict or modify any rights or guarantees you may have under law that **cannot be lawfully excluded or limited** (including any rights under the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth)). Subject to that, and to the maximum extent permitted by law, we will not be liable or responsible to you or any other person for any **indirect, incidental or consequential loss**; for any **exemplary, special or punitive damages**; or for any **loss of profit, revenue, business opportunity, or anticipated savings** – arising out of or in connection with your access to or use of the App or the PIN Network. This exclusion of liability applies however such loss or damage might arise, whether in contract, tort (including negligence), equity, under statute, or otherwise.

9.2 To the maximum extent permitted by law, we will not be liable or responsible to you or any other person for any loss, damage, injury or death which may be suffered or incurred in connection with your use of (or inability to use) the App or the PIN Network, including (without limitation) any loss or damage arising from:

- **9.2.1** the interruption, suspension or degradation of the App, the PIN Network or any Transaction, including where the App or any part of its functionality is unavailable (in whole or in part), offline or slow to respond;
- **9.2.2** any incorrect, improper or unauthorized use of the App by you or by any other participant on the PIN Network; or
- **9.2.3** exposure to any viruses, malware, spyware, or other malicious code that may affect your device, software, data or other property as a result of your access to or use of the App or the PIN Network.

9.3 If you are **not** using the App as a registered user or as a participating merchant (for example, if you merely visit a public area of our App or Website without creating an Account), then to the maximum extent permitted by law, we have **no liability whatsoever** to you for any direct losses, or for any other losses not already excluded by clauses 9.1 and 9.2, that you may suffer or incur in connection with your use of (or inability to use) the App.

9.4 If you are using the App in the capacity of a **merchant**, then our liability to you for any direct loss or any other type of loss or damage not excluded by clauses 9.1 and 9.2 that you suffer or incur in connection with your use of the App and the PIN Network as a merchant **will be determined in accordance with the Merchant Terms and Conditions**. (Any limitations or exclusions of our liability to merchants contained in the Merchant Terms and Conditions are incorporated into these Terms by this reference.)

9.5 If you are using the App in the capacity of a **consumer/user** (including a merchant who is using the user-side functionality of the App), then our liability to you for any direct loss or any other type of loss or damage not excluded by clauses 9.1 and 9.2 that you suffer or incur in connection with your use of the App and the PIN Network as a user **will be determined in accordance with the User Terms and Conditions**. (Any limitations or exclusions of our liability to users contained in the User Terms and Conditions are incorporated into these Terms by this reference.)

9.6 Security of Your Systems: You (and/or your organisation) are responsible for the security and integrity of the computers, smartphones, tablets or other devices that you use to access the App and the PIN Network. You are also responsible for ensuring that your device's connection to the internet is secure and protected against unauthorized access or malicious attacks. We will not be liable for any loss or damage resulting from any failure on your part to secure your own systems or devices, or from any viruses, malware, spyware or other malicious code that affects your device or data as a result of using the App or connecting to the PIN Network.

10. General

10.1 Force Majeure: We will not be liable for any failure or delay in the performance of our obligations under these Terms (or any other terms governing the App) if such failure or delay is due to any event or circumstance beyond our reasonable control. This includes, without limitation, acts of God or nature, acts of civil or military authority, war, terrorism, civil disturbances, sabotage or vandalism, riot or insurrection, national emergency, pandemic or epidemic, fire, lightning strike, flood, cyclone, earthquake, landslide, hurricane, storm or other natural disaster, explosion, power outage or energy shortage, interruptions or failures of telecommunication or internet service providers, failures or outages of any third-party services or networks on which we rely (including the Binance Smart Chain or any other blockchain or technology underpinning the PIN Network), cyber-attacks, hacking, or other malicious third-party interference with the PIN Network or the PIN ecosystem, and any strike, boycott, labour dispute or other industrial action.

10.2 Waiver: No failure or delay by either party in exercising any right or remedy under these Terms will operate as a waiver of that right or remedy. Similarly, any single or partial exercise of a right or remedy will not preclude any other or further exercise of that or any other right or remedy. To be effective, any waiver of a breach of these Terms must be given in writing.

10.3 Severability: If any provision of these Terms is found to be invalid, illegal or unenforceable under applicable law, that provision (or the offending part of it, if it is partly invalid or unenforceable) will be deemed severed from these Terms. The remainder of these Terms will remain in full force and effect and shall be interpreted so as to best give effect to the original intention of the parties (to the extent permissible by law).

10.4 Governing Law and Jurisdiction: These Terms, and your use of the App and the PIN Network, are governed by and shall be construed in accordance with the laws of **Queensland, Australia**. You agree that the courts of Queensland, Australia have non-exclusive jurisdiction to hear and determine any dispute, claim or proceeding arising out of or in connection with these Terms or your use of the App or the PIN Network. This means that if you ever have a legal dispute with us relating to these Terms or the App, you may bring proceedings in the courts of Queensland, and we reserve the right to do the same, although neither of us is necessarily restricted from seeking relief in another jurisdiction if lawfully permissible.