

Pay It Now AUS Pty Ltd - User Terms and Conditions (Australia)

1. Acceptance of Terms

1.1 By using any of the Services or registering for an Account through the Website or on the PIN App, you acknowledge you have read, understood and accept these Terms.

1.2 If you register for an Account on behalf of an organisation, you warrant that you are an authorised representative of the organisation with the authority to bind the organisation to these Terms, and “you” includes both you and that entity.

1.3 If you do not agree to be bound by our Terms, please do not register for an Account or use the Services.

1.4 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 the Website. You are responsible for ensuring you have read the most up-to-date version, as your continued use of the Services represents your agreement to be bound by the latest Terms. Any changes to the Terms will take effect 3 days after they are uploaded to the Website, or such later time as is specified on the Website. If you do not agree to any changes to the Terms, you should close your Account.

1.5 Certain Services may be subject to additional terms and conditions specified by us from time to time, and your use of such Services is subject to those additional terms and conditions, which are hereby incorporated into these Terms by reference. All use of the PIN App is subject to the PIN App Terms and Conditions.

2. Definitions and Interpretation

2.1 In these Terms, and in addition to the definitions set out above, unless the context otherwise requires:

- **Accepted Cryptocurrency** means any cryptocurrency that is accepted by us for use in connection with the PIN Network.
- **Account** means the account on the PIN Network (accessed through the PIN App) that you set up in accordance with clause 3, which permits you to use the Services.

- **Blockchain Token** means the blockchain-based PIN token cryptocurrency minted by us and existing on the Binance Smart Chain, or any other Accepted Cryptocurrency.
- **Digital Currency** means any fiat currency that is primarily managed, stored, and exchanged through the digital wallet provided within the PIN App, and can be used for transactions such as payments to Merchants or other Users of the platform.
- **Fiat Currency** means any government-issued currency, such as AUD or USD, that is accepted by us for use in connection with the PIN Network.
- **GST** means goods and services tax under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- **Merchant** means a retailer or website owner that has a registered merchant account on the PIN Network.
- **Merchant Terms and Conditions** means the Merchant Terms and Conditions located on the Website.
- **Monetary Value** means, in respect of a Transaction, a value for the Transaction in a fiat currency or a cryptocurrency supported by the PIN Network which has been selected by you, a Merchant, or another User in the PIN App.
- **AUD** means Australian Dollars.
- **PIN App** means the software application used for accessing the PIN Network, managing accounts on the PIN Network, storing the PIN Network Tokens of those account holders, and facilitating Transactions, as provided by us on the Website or via the Apple App Store or Google Play Store.
- **PIN App Terms and Conditions** means the PIN App Terms and Conditions located on the Website.
- **PIN Ecosystem Terms and Conditions** means the PIN Ecosystem Terms and Conditions located on the Website.
- **PIN Network** means our technology system used to provide the functionality enabled by the PIN App.
- **PIN Network Token** means a token allocated on the PIN Network, which may be a PIN Token or a token that represents an Accepted Cryptocurrency.
- **PIN Network AUD Token** means a token allocated on the PIN Network which represents an Accepted Fiat Currency.
- **PIN Rewards** are PIN Tokens given to you by a Merchant when you purchase goods or services from a Merchant or otherwise engage with a Merchant's participating website.
- **PIN Token** means a native token on the PIN Network.
- **Transaction** means a transaction involving the purchase of goods or services by you from a Merchant where the PIN Network is used to facilitate the payment for those goods or services, or a transaction between you and another User under which PIN Network Tokens are transferred between you and that other User.
- **USD** means United States Dollars.
- **User** means a customer or website user that has a registered user account on the PIN Network.
- **Website** means <https://payitnow.io/>.

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

2.2.1 headings are for ease of reference only and do not form any part of the context or affect the interpretation of these Terms;

2.2.2 another grammatical form of a defined word or expression has a corresponding meaning;

2.2.3 a reference to:

- (a) the singular includes the plural and vice versa;
- (b) a token includes any permitted fraction of a token;
- (c) “including” (and similar expressions) is to be interpreted as if followed by “without limitation”;
- and
- (d) any legislation is a reference to that legislation as amended, replaced, consolidated or re-enacted.

2.2.4 Where any calculations are to be made involving PIN Network Tokens, fractions will be rounded or truncated to such number of decimal places as determined by the PIN Network. You will have no entitlement to receive any fraction of a PIN Network Token that is less than the fraction determined by the PIN Network.

3. General Obligations

3.1 By entering into transactions involving PIN Network Tokens, you:

3.1.1 confirm that you have sufficient knowledge of cryptocurrency to engage in transactions involving PIN Network Tokens, and understand that you are solely responsible for determining the nature and potential value, suitability, and appropriateness of holding and transacting in PIN Network Tokens;

3.1.2 confirm that you accept the risks of holding and transacting in PIN Network Tokens;

3.1.3 acknowledge and agree that we have not advised you to, nor recommended that you should, hold or transact in PIN Network Tokens;

3.1.4 authorise us to make any inquiries we consider necessary, from time to time, to verify your identity, undertake fraud checks, and to meet our obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and other legal obligations; and

3.1.5 agree to provide us with any information which we request, as soon as reasonably practicable, in order to comply with our legal responsibilities.

3.2 You confirm and agree that:

3.2.1 you are not permitted to charge or use your entitlement to PIN Network Tokens in your Account, or your rights to your Account, as security for any purpose;

3.2.2 you alone are permitted to access your Account and to transact in the PIN Network Tokens held in it;

3.2.3 the PIN Network Token balance of each type of PIN Network Token in your Account is not guaranteed by us or any other person.

3.3 You should discuss with your financial or other professional adviser whether investments in PIN Network Tokens are suitable for your personal circumstances.

4. Accounts

4.1 You may only use the Services if you are over 18 years of age. You must use all Services and the functionality of the PIN App in accordance with these Terms.

4.2 To set up an Account, you must follow the instructions on the Website or the PIN App. We may require you to verify your identity as part of this process. We may decline any application for Account registration at our sole discretion.

4.3 As part of registering for an Account, you agree to provide us with any information which we request to comply with our legal responsibilities, and you authorise us to make any inquiries we consider necessary, from time to time, to verify your identity, undertake fraud checks, and to meet our legal obligations.

4.4 You are responsible for all activity that occurs on your Account, whether or not you have authorised that activity. You must ensure that you choose a strong, unique password, keep your login details and password secure and confidential, and do not share them with any other person.

4.5 You must immediately notify us of any unauthorised use of your Account, or any other breach of security, or any other incident that occurs in relation to your systems that threatens or may compromise the security and integrity of the Services or the PIN Network.

4.6 If you forget your password or it has been compromised and you can no longer access your Account, you must contact our PIN support team to reset your password. However, we can only assist with a password reset if we hold sufficient information to identify you as the holder of the Account in question. If we do not have enough information to verify your identity, we will not be able to reset your password, which may mean you will be unable to access your Account.

4.7 We may suspend or close your Account if you breach these Terms, or if we consider it necessary to protect the security of the Services or for any other reason.

4.8 You must provide accurate, current and complete information during the registration process, when accessing the PIN Network and using the Services, and when providing any other information to us. Such information must relate solely to you (or your organisation, if applicable). You must promptly update us if any such information changes.

4.9 If you are a Merchant, you must also register for a merchant account in accordance with the Merchant Terms and Conditions.

5. PIN Network Tokens

5.1 The PIN Network can support different types of tokens. Each type of PIN Network Token supported by the PIN Network will bear the same name as a corresponding Blockchain Token.

5.2 Where an Account holds more than one type of PIN Network Token, the Account will record all activity in relation to each type of PIN Network Token separately from the activity of PIN Network Tokens of a different type.

6. Wallet

6.1 The PIN App includes functionality for a digital wallet associated with your Account in which to hold PIN Network Tokens. The wallet records the number of PIN Network Tokens of each type that you hold on the PIN Network.

6.2 The PIN App can also display the value of all PIN Network Tokens of the same type in your Account in any cryptocurrency or fiat currency supported by the PIN Network. You can select the display currency in the PIN App. The displayed value of the relevant PIN Network Tokens is calculated using a rate of exchange between those PIN Network Tokens and the selected fiat currency or cryptocurrency, as determined by the PIN Network.

6.3 You acknowledge that the displayed value can fluctuate even if there is no change to the number of PIN Network Tokens that you hold. You also acknowledge that the displayed value may not be equal to the amount you would receive if you un-bridged your PIN Network Tokens and converted them into the cryptocurrency or fiat currency in which the value is displayed.

6.4 You agree that, in relation to any PIN Network Tokens transferred into or allocated to your Account, we are (or, if we are not already, we become) the owner of the underlying Blockchain Tokens held on the relevant blockchain and we may transact those underlying Blockchain Tokens in any way we see fit. We are not liable to account to you for any value that we derive from any such transactions, and you are not responsible for any loss of value that we might suffer. Our transacting of the underlying Blockchain Tokens on the relevant blockchain does not affect the number of PIN Network Tokens in your wallet.

7. Purchasing PIN Tokens

7.1 Once your Account is registered, you can use the PIN App to purchase PIN Network Tokens from us for use on the PIN Network. We may set minimum and maximum purchase limits, and you may not purchase PIN Network Tokens outside of any limits that are set. Any use of the PIN App to purchase PIN Network Tokens amounts to an application to purchase only, and we may decline any purchase application at our discretion.

7.2 Payment for PIN Network Tokens can only be made via the payment mechanism of the third-party provider we make available for you to pay for the PIN Network Tokens. The price for

the PIN Network Tokens in USD will be stated on the PIN App at the time of purchase, using a value for each PIN Network Token as determined by the PIN Network.

7.3 You must purchase PIN Network Tokens to a specified value in USD (it is not possible to purchase an exact number of PIN Network Tokens). The number of PIN Network Tokens that you will receive for that USD value will be calculated using a USD value for each PIN Network Token as determined by the PIN Network. Each separate purchase of PIN Network Tokens must be for the same type of PIN Network Token.

7.4 You must register for an account with the third-party provider to undertake any purchase of PIN Network Tokens. The third-party provider will be required to collect certain information from you and verify your identity to comply with anti-money laundering and counter-terrorism financing laws and regulations.

7.5 The third-party provider may permit you to pay the purchase price by charging it to your credit card or in any cryptocurrency that it supports. If you pay in a supported cryptocurrency, the third party will determine the amount of cryptocurrency that you must pay. The third-party provider charges a processing fee for the transaction, which will be added to the amount you must pay to the third party.

7.6 Use of the third party's payment mechanism is subject to that third party's terms and conditions, which you agree to comply with by using the payment mechanism.

7.7 Your payment to the third-party provider discharges your obligation to pay us the price for the PIN Network Tokens.

7.8 Once purchased, we will credit your Account with an amount equal to the number of PIN Network Tokens purchased, less any transaction fees.

7.9 In using the PIN App to purchase PIN Network Tokens, you confirm you understand and agree that:

7.9.1 your purchase is subject to any limitations of the third party's payment mechanism;

7.9.2 it is your responsibility to confirm:

(a) your purchase details are accurate, including the total purchase price for the PIN Network Tokens and the amount of any fees; and

(b) you are satisfied with the number of PIN Network Tokens that you will receive for the purchase price.

8. Bridging and Un-bridging

8.1 The PIN Network enables you to bridge certain Blockchain Tokens into the PIN Network (converting them into PIN Network Tokens) and to un-bridge PIN Network Tokens back to their original form as Blockchain Tokens. Bridging and un-bridging functionality is only available for specific tokens that are supported by the PIN Network.

8.2 When you bridge a supported Blockchain Token into the PIN Network, you will receive an equivalent PIN Network Token in your Account on the PIN Network. This PIN Network Token will represent the underlying Blockchain Token that has been locked or escrowed within the PIN Network's smart contract.

8.3 When you un-bridge a PIN Network Token, the corresponding underlying Blockchain Token will be released from the PIN Network's smart contract and made available to you outside the PIN Network. The PIN Network Token that was in your Account will be burned or cancelled as part of this process.

8.4 We may impose limits on bridging or un-bridging certain tokens, including minimum or maximum amounts per transaction or per period, or temporarily suspend bridging/un-bridging functionality for specific tokens, at our discretion.

9. Adding Fiat Currency

9.1 Pay It Now uses a third-party payments provider to enable users to add fiat currency to their wallets.

9.2 We do not have access to your account username or password with the third-party provider. All transactions to add fiat currency are handled by that provider.

9.3 When you add fiat currency to your PIN wallet, the funds will be converted into an equivalent PIN Network Token representing that fiat currency (for example, adding Australian dollars may result in an equivalent amount of PIN Network AUD Tokens being credited to your Account).

9.4 If you choose to add fiat currency, you authorize us and our third-party payments provider to deduct any applicable fees from the amount of fiat currency you add, as disclosed at the time of the transaction.

9.5 Funds added to your Account via the third-party provider will be available as PIN Network Tokens for use in the PIN Network once the transaction has been confirmed and processed.

9.6 You (or your organisation, if applicable) are responsible for the security of any computer, smartphone, tablet or similar device used to access and use the PIN App and the PIN Network, including ensuring that the manner in which the device connects to the internet protects it from viruses, malware, spyware or other malicious code. We do not accept any liability arising from any security failure, or from any virus, malware or other malicious code that affects any device you use to access and use the PIN App or the PIN Network.

10. Holding Funds

10.1 Pay It Now will hold your fiat in a segregated account, on your behalf, until you instruct us to either:

10.1.1 transfer money to a Merchant or other third party using the PIN Network; or

10.1.2 transfer money from your Account into your nominated bank account (i.e., a withdrawal).

10.2 Any fiat funds held in trust as described above are held separate from our operating funds. You will remain the beneficial owner of the funds held on trust for you. Those funds are not loans to us and are not our operational capital. We will not voluntarily use your funds for our operating expenses or any other corporate purposes.

10.3 You have no entitlement to any interest earned on funds held by us on trust (any interest accrues to our benefit to cover the costs of administering the trust arrangement).

10.4 We may hold payments for longer periods at our discretion—for example, to minimize fraud risk, where necessary due to circumstances beyond our control, or while awaiting the outcome of dispute resolution or legal processes.

10.5 If you have not used the PIN App for a period of 12 months and still have funds in your Account, and those funds are not PIN Network Tokens, we may contact you to determine whether you wish to keep your Account open. If we are unable to contact you or you do not respond, any fiat funds that remain in your Account after three months from the date of our contact attempt may be removed from the PIN Network and handled in accordance with applicable unclaimed money laws.

11. Transactions

11.1 All Transactions using the PIN Network must be conducted in accordance with the functionality provided in the PIN App.

11.2 All Transactions must involve the same type of PIN Network Token.

11.3 All Transactions must be for a Monetary Value using PIN Network Tokens of a type selected by the User (if you hold more than one type of PIN Network Token). The PIN App will calculate the number of PIN Network Tokens that need to be transferred to satisfy the specified Monetary Value. The number of PIN Network Tokens required will be calculated using a rate of exchange between those PIN Network Tokens and the selected fiat or cryptocurrency for that Monetary Value, as determined by the PIN Network.

11.4 The Monetary Value of a Transaction must equal or exceed all applicable transaction fees. A Transaction that does not reach this threshold will not proceed.

11.5 When you are making a payment to a Merchant (or another User) using PIN Network Tokens in respect of a Monetary Value, you must ensure that:

11.5.1 the Monetary Value of the Transaction is correct (and you are satisfied with the number of PIN Network Tokens that will be transferred); and

11.5.2 you use the correct information for the Merchant's or other User's account in order to send the PIN Network Tokens to the intended recipient.

11.6 When such a payment transfer of PIN Network Tokens is correctly undertaken, the PIN Network will transfer the required PIN Network Tokens from your Account to the Merchant's or other User's account, less any applicable transaction fees. You authorise us to facilitate such transfer and to deduct PIN Network Tokens equal to the transaction fees (which are deducted from the PIN Network Tokens received by the Merchant or other User).

11.7 When you are receiving a transfer of PIN Network Tokens from another User, you are responsible for ensuring that the transferring User:

11.7.1 properly authorises a transfer to your Account of PIN Network Tokens from their account using the PIN App for the correct Monetary Value of the Transaction; and

11.7.2 uses the correct information for your Account in order to send the PIN Network Tokens to you.

11.8 When such a transfer of PIN Network Tokens to you is correctly undertaken, the PIN Network will transfer the required PIN Network Tokens from the transferring User's account to your Account, less any applicable transaction fees. You authorise us to facilitate such transfer and to deduct PIN Network Tokens equal to the transaction fees (which are deducted from the PIN Network Tokens being transferred, thereby reducing the number of PIN Network Tokens you receive).

11.9 Any transaction on your Account is deemed to be authorised by you if the Account is accessed in accordance with the PIN App's security and authentication functionality, even if your Account is accessed or used by a third party that you have not authorised.

11.10 We are not responsible for any transfer of PIN Network Tokens to an incorrect account due to incorrect account information being used for the transfer. We are also not responsible if you transfer an incorrect number of PIN Network Tokens or accept an incorrect Monetary Value for a Transaction. In any such case, you must address the issue directly with the relevant Merchant or User.

11.11 If you have insufficient PIN Network Tokens to complete a Transaction, you will be notified via the PIN App that the payment cannot be completed. You will also be notified via the PIN App if a payment cannot be completed for any other reason.

12. Refunds

12.1 All requests for refunds in connection with Transactions are subject to our review and approval. We will generally only process a refund where a Merchant confirms that a refund is due to you (for example, if you have returned goods or cancelled a service and are entitled to a refund under the Merchant's policies or applicable law).

12.2 Merchants may issue refunds to you through the PIN Network by transferring PIN Network Tokens back to your Account. The number of PIN Network Tokens returned will be calculated based on the Monetary Value of the original Transaction (in the currency in which the original Transaction was priced) and the exchange rate used by the PIN Network at the time of the refund.

12.3 If you believe you are entitled to a refund for any reason and have not received it, you should contact the Merchant first. If you are unable to resolve the issue with the Merchant, you can contact us to assist in accordance with the Complaints and Disputes process in clause 22.

13. Rewards

13.1 Merchants may implement loyalty or rewards programs through the PIN Network (“Rewards”). For example, a Merchant might offer a certain number of PIN Tokens (or a discount represented in PIN Tokens) when you make a purchase or engage in specified activities on the Merchant’s platform.

13.2 Any PIN Token Rewards are provided by the Merchant (not by us). The terms, conditions and criteria for earning or using any Rewards are determined by the individual Merchant offering them.

13.3 PIN Token Rewards will be credited to your Account if and when issued by a Merchant. We are not responsible for any Merchant’s decision to issue or not issue a Reward, or for the value of any Reward.

13.4 Rewards may be subject to expiration or other limitations as determined by the issuing Merchant. It is your responsibility to use any PIN Token Rewards before they expire (if applicable).

13.5 Rewards have no cash value and are not redeemable for fiat currency from us. They can only be used within the PIN Network as allowed by the Merchant’s program.

14. Reflections

14.1 Where applicable, certain PIN Tokens supported on the PIN Network may implement a “reflection” mechanism or similar feature which distributes a portion of transaction fees or rewards among token holders. If a PIN Token you hold has such a feature, any reflection amounts owed to you will be calculated and distributed by the PIN Network or the token’s smart contract according to its protocol.

14.2 We do not determine or guarantee the amount of any reflections. Reflection features are governed by the token’s code and the overall activity on that token’s network.

14.3 Reflections, if any, will be credited to your Account in the form of additional PIN Tokens of the relevant type. The frequency and timing of reflection distributions may vary and are not guaranteed.

15. Staking your PIN Tokens

15.1 The PIN Network may allow you to stake certain PIN Tokens (for example, PIN Tokens or other supported tokens) within the PIN App. “Staking” typically means locking up your tokens for a period of time to support the operation of a blockchain network or ecosystem, in return for potential rewards.

15.2 If you choose to stake PIN Tokens via the PIN App, the terms and conditions of that staking (such as duration, rewards, penalties for early withdrawal, etc.) will be presented to you at the time you initiate the stake. You should carefully review those terms before proceeding.

15.3 Staked PIN Tokens may be locked and inaccessible for the duration of the staking period. You will not be able to use or transfer those tokens until they are unstaked or the staking period ends, in accordance with the applicable staking terms.

15.4 Rewards earned from staking (if any) will be reflected in your Account as additional tokens or as otherwise specified. We do not guarantee any particular staking rewards or outcomes. All staking rewards are subject to the terms of the specific staking program and the performance of the underlying blockchain network.

15.5 Unstaking tokens (ending a stake) may require you to follow a process in the PIN App and may be subject to a notice period or delay before your tokens become available again. Any applicable unstaking conditions will be disclosed in the staking terms.

15.6 We are not liable for any loss of staking rewards or any reduction in value of your staked tokens. Staking involves risks, including the possibility that the value of staked tokens may decrease or that you may not earn rewards if the network conditions change.

16. Fees

16.1 In registering for an Account, you agree to the fees and charges that apply to the Services, as notified by us on the Website or within the PIN App. Our fee schedule (including any transaction fees, withdrawal fees, or other charges) may be updated from time to time.

16.2 Any applicable fees will be deducted in the form and manner disclosed (for example, transaction fees might be deducted from the amount of PIN Tokens transferred in a Transaction, or fiat withdrawal fees might be deducted from the funds withdrawn).

16.3 All fees are charged in Australian dollars or in equivalent PIN Tokens or other currency as specified. If any GST is applicable to a supply we make to you under these Terms, the fees for that supply are deemed to be inclusive of GST unless expressly stated otherwise.

16.4 You are responsible for any third-party fees that may apply to your use of the Services (for example, internet data charges, fees charged by your bank or credit card provider, or fees charged by third-party exchanges or wallets if you transfer assets to or from the PIN Network).

16.5 We will not process any Transaction or other operation that would result in your Account balance going negative solely due to the deduction of fees. In other words, you must have sufficient funds or PIN Tokens in your Account to cover any applicable fees for a given action.

16.6 If you believe that a fee has been applied in error, please contact us promptly. We will review fee disputes on a case-by-case basis, but any determinations by us in resolving fee disputes will be final.

17. Disclaimers

17.1 You agree that your decision to obtain, hold or transact PIN Network Tokens is at your own risk. The value of PIN Network Tokens (and any underlying assets) can be volatile. Past performance is not indicative of future results.

17.2 We do not guarantee that the Services, or any individual feature of the Services (including the PIN Network Tokens or the PIN Network itself), will be available at all times, or that they will be error-free. The Services are provided on an “as is” and “as available” basis to the maximum extent permitted by law.

17.3 You acknowledge that we do not provide any services regulated by the Australian Securities and Investments Commission or any services that would require an Australian Financial Services Licence (for example, we do not offer a custodial or depository service for client money under the Corporations Act 2001 (Cth)), and that PIN Network Tokens are not regulated as financial products under Australian law.

17.4 The general information presented on our Website or within the PIN App about cryptocurrencies, the PIN Network, or our Services is for informational purposes only and is not intended as financial or investment advice. You should not rely on any information we provide as a recommendation to buy, sell or hold any cryptocurrency or to use any Service.

17.5 **Risk of Cryptocurrency Transactions:** Transacting in cryptocurrencies (including bridging, buying, selling, or transferring PIN Network Tokens) carries inherent risks. These include but are not limited to the risk of software bugs, hacking and cyber attacks, the risk of sudden or extreme changes in applicable exchange rates or values, regulatory uncertainty, and the risk that smart contracts may function in unexpected ways. By using the Services, you acknowledge and accept these risks. In particular, exchange rates between cryptocurrencies and fiat currencies (like the Australian dollar) can fluctuate significantly and rapidly. You may incur substantial losses if the value of a cryptocurrency changes unfavorably while you are using the Services.

17.6 **No Guarantee of Value or Ongoing Availability:** We do not guarantee that any particular cryptocurrency or PIN Network Token will maintain any particular value or that it will continue to be supported on the PIN Network. We reserve the right to delist or cease support for any token that we determine is no longer viable or lawful to support. If we cease support for a token and you hold a balance in that token, we will provide you with advance notice and an opportunity to withdraw or convert those tokens if possible.

17.7 **Not a Bank Deposit:** PIN Network Tokens are not bank deposits and we are not a bank or authorised deposit-taking institution. Funds held in your Account (including fiat currency

represented as PIN Network Tokens) do not earn interest and are not insured by any government guarantee scheme.

17.8 Taxation: You are solely responsible for understanding and complying with any tax obligations that may arise from your activities in connection with the PIN Network. We do not provide tax advice. If you are uncertain about your tax position, you should seek advice from a qualified tax professional.

17.9 To the extent permitted by law, we disclaim all warranties or conditions of any kind, whether express or implied, including any warranties of merchantability, fitness for a particular purpose, title and non-infringement, in relation to the Services and the PIN Network. We do not warrant that the Services will meet your requirements or that they will be uninterrupted, timely, secure or error-free.

18. Prohibited Use

18.1 It is prohibited to use the Services or the PIN Network for any illegal, fraudulent or malicious purposes. Without limiting the foregoing, you must not:

18.1.1 use the Services in violation of any applicable laws or regulations, including laws relating to money laundering, terrorism financing, sanctions, or consumer protection;

18.1.2 use the PIN Network to engage in any fraudulent activity, including any activity intended to defraud us, other Users, Merchants, or any third party;

18.1.3 use the Services to transmit or store any content that is illegal, harmful, threatening, defamatory, obscene, infringing, or otherwise objectionable;

18.1.4 attempt to gain unauthorized access to the PIN Network, the PIN App, other Users' accounts, or any related systems or networks;

18.1.5 interfere with or disrupt the integrity or performance of the PIN Network or Services, including by uploading any virus, worm, Trojan horse or other malicious code;

18.1.6 use any automated means (such as bots or scripts) to access or use the Services in a manner that sends more requests to our servers than a human can reasonably produce in the same period; or

18.1.7 assist or encourage any third party in engaging in any of the activities prohibited under this clause 18.

18.2 We reserve the right to investigate any potential violation of this clause 18. If we suspect that you have violated this clause, we may take any action we deem appropriate, including suspending or terminating your Account, reporting your activities to law enforcement or relevant authorities, and taking legal action against you.

19. Suspension or Account Closure

19.1 We may suspend, restrict, or terminate your Account or your access to any part of the Services immediately and without prior notice if:

19.1.1 we suspect, in our sole discretion, that you have violated these Terms or any applicable law;

19.1.2 we suspect that your Account has been accessed without your authorisation, or that the security of your Account has been compromised;

19.1.3 we are required to do so by a court order, law enforcement, regulatory authority, or as a result of any legal or regulatory obligation;

19.1.4 your Account is subject to any pending litigation, investigation, or government proceeding; or

19.1.5 we determine that there is a risk to the security, integrity, or reputation of the PIN Network or other Users if we do not suspend or terminate your Account.

19.2 In addition, we may suspend or restrict your Account if it has been inactive for an extended period or if we detect unusual activity, in order to protect you and us from risk.

19.3 If we suspend or close your Account, we will, except where legally prohibited, attempt to notify you of our actions and the reasons for them. In some cases, we may not be able to provide detailed information due to security or legal constraints.

19.4 If your Account is closed (whether by you or by us), these Terms will continue to apply in respect of any obligations incurred or liabilities that have arisen before the date of closure. Closing your Account will not affect any rights or remedies which have accrued up to the date of closure.

19.5 Upon closure of your Account, any remaining PIN Network Tokens or funds belonging to you may be withdrawn by you (unless prohibited by law or unless we are directed to retain such assets by a law enforcement or regulatory authority). If you do not provide withdrawal instructions within a reasonable time after Account closure, we may convert any remaining PIN Network Tokens to fiat currency at the prevailing rate and attempt to return funds to your nominated bank account on record. If we are unable to return funds to you (for example, due to invalid or outdated account information), such funds may be dealt with in accordance with applicable unclaimed money laws.

20. Liability and Indemnity

20.1 To the maximum extent permitted by law, in no event will we (Pay It Now AUS Pty Ltd), our directors, officers, employees, agents or affiliates be liable for any indirect, incidental, special, consequential or exemplary damages, or any loss of profits, loss of revenue, loss of data, loss of goodwill, or business interruption arising out of or in connection with your use of the Services or

the PIN Network, whether in contract, tort (including negligence), equity, statute or otherwise, even if we have been advised of the possibility of such damages.

20.2 To the extent we have any liability to you in connection with the Services or these Terms (and that liability is not able to be lawfully excluded), our aggregate liability to you (whether in contract, tort or otherwise) will not exceed the total fees actually paid by you to us for the Services in the 6 months immediately preceding the event giving rise to the claim or \$100 AUD, whichever is greater.

20.3 We will not be liable for any loss resulting from any action taken under clause 19 (Suspension or Account Closure), provided we act in good faith.

20.4 Nothing in these Terms is intended to exclude, restrict or modify rights which you may have under any law (including the Competition and Consumer Act 2010 (Cth) (including the Australian Consumer Law)) that cannot be excluded, restricted or modified by agreement.

20.5 **Australian Consumer Law:** These Terms, and the above liability provisions, do not affect any rights you may have which cannot be lawfully excluded or limited. For example, if you are deemed a consumer for the purposes of the Australian Consumer Law, you may have certain non-excludable rights and remedies, including rights relating to goods or services not being supplied in accordance with consumer guarantees.

20.6 These exclusions and limitations of liability in this clause 20 apply whether the claim is based in contract, tort (including negligence), strict liability, or any other legal theory, and even if we have been advised of the possibility of the loss or damage.

20.7 These exclusions and limitations do not affect any rights which may not be excluded under the Competition and Consumer Act 2010 (Cth) (including the Australian Consumer Law). However, if you are using the Services for business purposes or otherwise not as a consumer, you agree that the Australian Consumer Law (including any consumer guarantees) does not apply to the supply of the Services.

20.8 You agree to indemnify and hold us (and our directors, officers, employees and agents) harmless from and against any and all losses, claims, liabilities, damages, costs or expenses (including reasonable attorneys' fees) that arise out of or relate to: (a) your breach of any of these Terms; (b) your misuse of the Services or the PIN Network; (c) your violation of any law or regulation; or (d) your infringement of any right of a third party (including any intellectual property right or privacy right).

20.9 Your indemnification obligation will survive any termination of these Terms or closure of your Account.

21. Intellectual Property

21.1 All intellectual property rights in and to the PIN Network, the Services, the PIN App, and all content and materials published on our Website or provided through the Services (except for content contributed by Users or Merchants) are owned by or licensed to us. This includes (but is not

limited to) all software, source code, trademarks, logos, design elements, written content, graphics, and combinations thereof.

21.2 We grant you a limited, revocable, non-exclusive, non-transferable licence to access and use the PIN App and the Services for their intended purposes, in accordance with these Terms. You are not permitted to resell, redistribute, or create derivative works from any portion of the Services or our content, nor reverse engineer or attempt to extract the source code of any software, except to the extent expressly permitted by law.

21.3 “Pay It Now”, “PIN Network”, and related logos and slogans are our trademarks (or the trademarks of our affiliates). You may not use any of these trademarks without our prior written consent, except as necessary for referential use or as permitted by law.

21.4 If you provide us with any suggestions, ideas, feedback or recommendations regarding the Services or the PIN Network (“Feedback”), you grant us a perpetual, worldwide, royalty-free licence to use and incorporate that Feedback into our services or otherwise as we see fit, without any obligation to compensate you.

21.5 You warrant that any content you post or submit through the Services (for example, if you are permitted to post reviews, comments, or other content) does not infringe the intellectual property rights of any third party. By submitting any such content, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to use, reproduce, modify, adapt, publish and display that content for the purpose of providing or promoting the Services.

22. Complaints and Disputes

22.1 If you would like to make a complaint or dispute a matter in connection with the Services, we encourage you to contact us in the first instance by email at **info@payitnow.io**. Our goal is to resolve your concerns through our internal support and complaints handling process as quickly as possible.

22.2 If you are not satisfied with the outcome of our internal process, you can contact the Australian Financial Complaints Authority (AFCA), which is an independent external dispute resolution scheme that can assist with unresolved complaints. This service is free of charge to you.

22.3 The contact details for AFCA are:

- **Website:** www.afca.org.au
- **Email:** info@afca.org.au
- **Phone:** 1800 931 678 (free call within Australia)
- **Postal address:** Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001.

22.4 Nothing in this clause 22 prevents you from seeking to resolve any dispute or claim through the courts or any other lawful means. However, we encourage Users to first use the dispute resolution avenues described above before pursuing other remedies.

23. General

23.1 Force Majeure: We are not liable for any failure of the Services or any failure to comply with these Terms if such failure is due to an act, event or cause beyond our reasonable control. This includes (without limitation) acts of God, acts of civil or military authority, acts of terrorism, civil disturbances, war, sabotage, riot, national emergency, pandemic, epidemic, fire, lightning, flood, cyclone, earthquake, landslide, storm, explosion, power outage, interruptions in telecommunication or internet services or network provider services, failure of equipment or software, failure or unavailability of any third-party services on which we rely (including blockchain networks such as the Binance Smart Chain), cyberattacks or other malicious interference with the PIN Network or PIN ecosystem, strikes or other labor disputes.

23.2 Waiver: No failure or delay by us in exercising any right or remedy under these Terms operates as a waiver of that right or remedy. No single or partial exercise of any right or remedy by us precludes any further exercise of that or any other right or remedy. A waiver is only effective if it is in writing.

23.3 Severance: If any provision of these Terms is found to be invalid or unenforceable, that provision will be severed from these Terms and the remaining provisions will continue in full force and effect.

23.4 Governing Law and Jurisdiction: These Terms, and your use of the App, the Services and the PIN Network, are governed by and construed in accordance with Australian law. You agree that the courts of Australia have non-exclusive jurisdiction to hear and determine any proceedings arising out of or in connection with these Terms or your use of the Services.

23.5 Entire Agreement: These Terms (and any additional terms incorporated by reference) set out the entire agreement between you and us relating to the Services and the PIN Network, and supersede any prior agreements or understandings, whether written or oral, relating to their subject matter.

23.6 Assignment: You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. We may assign, transfer, or novate our rights and obligations under these Terms to an affiliate or in connection with a merger, acquisition or sale of assets, or by operation of law.

23.7 Contact Information: Pay It Now AUS Pty Ltd (ACN 662 643 496, ABN 18 662 643 496) is the provider of the Services. You can contact us by email at info@payitnow.io or by mail at our registered business address as listed on our Website.