

Combined Product Disclosure Statement and Terms and Conditions

ZIKSU CAPITAL LTD

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Product provider:

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This Combined PDS and T&C's provides information about the Ziksu Payment Facilitation Service and Digital Payment app provided by Ziksu Capital Ltd to assist you to make an informed decision about this product. The Ziksu platform provides a Digital Payment platform and NPP based Payment Services.

Please read this Combined PDS and T&Cs carefully. For future reference always refer to Ziksu's website www.ziksu.com for the current Combined PDS and T&Cs and related documents.

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Important Information

The Product Disclosure Statement (**PDS**) contains information you require to make an informed choice about whether to register for and use our Payment Platform and services. Our legal relationship with you is governed by the Terms and Conditions (**T&Cs**) which incorporates all our policies. Information relevant to both the PDS and T&Cs may be included expressly in one part and incorporated by reference in the other.

PART 1: PRODUCT DISCLOSURE STATEMENT (PDS)

1) Issuer

This PDS is issued by Ziksu Capital Ltd ACN 642 576 350 (**Ziksu, we, us, or our**).

Please contact us by email at info@ziksu.com if you have any questions about the product, PDS or the T&Cs.

2) Important information about this PDS

About this PDS

This PDS contains important information about Payment Facilitation Services provided via Ziksu's Payment app, which we may deliver to you in Australia. You should read and consider this PDS carefully.

General advice

The information and advice in this PDS are general in nature and does not consider your personal objectives, financial situation or needs. It is important that you read and consider this entire PDS and consider the appropriateness of Ziksu's Payment app and services, considering your own objectives, situation, and needs, before making any decision to acquire or use our product.

Remuneration and commissions

Our employees and directors receive salaries, bonuses, and other benefits from us, which may include commissions. We may also enter arrangements to jointly provide software solutions which are integrated with our digital products and services (for example, accounting software which is integrated with our Platform). Under these arrangements, we may pay commissions or referral payments to the relevant software provider or referrer.

No cooling off period

There is no cooling off period associated with this product.

Jurisdiction

This PDS does not constitute an offer in any jurisdiction other than Australia. The PDS only applies, and the product is only available, to persons who are permanent residents or temporary residents with a valid Australian visa, who have received this PDS in Australia or who are considering using the product in connection with activities conducted in Australia, either electronically or otherwise.

Updated information

Information in this PDS is current at the date of the PDS (stated above) and is subject to change from time to time at Ziksu's sole discretion. Where the change is not materially adverse, you will be able to find the updated information in a notice posted on our website or by contacting us. Otherwise, we may vary this PDS or issue a new PDS in accordance with section 9 of this PDS. We will provide a paper or electronic copy of the new PDS upon your request and without charge.

1. OUR SERVICES

Our Payment Facilitation services allow Australian Citizens, Permanent Residents and Foreign Nationals, with a valid Australian Visa, to make Instant (Real-time) payments securely and conveniently to Merchants, send monies to, and receive monies from, other users with real-time settlement within the Ziksu platform and across 100+ banks using Ziksu Payment app.

'Scan n Pay', is our QR-code based payment solution.

It's a Fast | Easy | Secure, QR-code based, digital payment platform.

To find out more, please visit www.ziksu.com

The Ziksu Payment app for business and personal customers is available for download, from Apple App Store for iOS devices and Google Play Store for Android devices.

Users on the Ziksu platform are required to undergo an Identity Verification check at the time of onboarding and prior to using any of our services.

Ziksu initiates a document verification check through our Gateway Service Provider.

Personal users are required to provide ONE of the following Identity documents:

- Current and valid Australian Driver's License, or
- Current and valid Australian Passport, or
- Current and valid Foreign Passport, including a valid Australian visa.

Business users are required to provide a valid ABN, ACN or ARBN, depending on the entity type. Following verification of the business or entity, all registered office bearers or owners will be required to complete Personal Identification verification, as per personal users above.

Ziksu's Payment app allows for one Personal account and one Business account to be opened together, in the same app on the same device, associated with one Australian mobile phone number.

Upon successful completion of Identification verification and onboarding, each user is provided with a User ID, Ziksu PayID and a unique Dynamic QR code.

Ziksu's Digital Payments Platform and Payment app, provides:

<p>Payment Facilitation Services</p>	<p>Users can link up to ten (10) bank accounts*, from Australian Financial Institutions currently connected to Australia's New Payments Platform (NPP) using PayTo, ad hoc agreements.</p> <p>*Only one bank account per financial institution is permitted</p> <p>Users Pay, Send, Receive, and Request funds by generating, displaying, or scanning a secure and unique QR-code within the Ziksu ecosystem quickly and conveniently.</p> <p>Transactions can also be made with users outside of the Ziksu ecosystem, by sending and receiving funds, via PayID providing the external party's account has PayID enabled.</p>
<p>Ziksu Payment app</p>	<p>Ziksu provides users with the ability to scan QR-codes, within the Ziksu ecosystem to make secure, fast, and convenient payments to other Ziksu users.</p> <p>Pay anyone, anywhere, anytime with your Ziksu Payment app, scan their QR Code or use their PayID, review the details of the payment and enter your PIN to confirm.</p> <p>Users receive real-time, in app notifications to confirm each transaction sent and received.</p> <p>Users can gain control over their own funds, allowing them to budget, categorise and track spending, and receive reports, receipts, and transaction records in real-time.</p>
<p>QR Codes</p>	<p>Each user can scan Ziksu's secure encrypted QR-codes, to send funds or make payments within the Ziksu ecosystem.</p> <p>Every user receives a unique Dynamic QR-code for receiving funds within the Ziksu ecosystem.</p> <p>Personal users can receive funds via their unique QR-code.</p> <p>Business users have the option to create unlimited Static and Dynamic QR-codes, to suit their business operations and requirements.</p> <p>Static QR-codes provide the merchants business details, a predefined \$ value amount, as well as a description of the product or service being sold.</p> <p>Dynamic QR-codes provide the merchants business details and allows the Merchant to provide a generic description and receive varying amounts. The purchaser confirms the \$ value prior to authorising the payment.</p> <p>Business users can also generate a printable counter display QR-Code within the Ziksu app, as an offline or remote method of receiving payments into their PayTo linked Bank account. The counter display also includes the Ziksu PayID, for real-time payments from non-Ziksu customers.</p>

<p>Ziksu's Digital Payments Platform</p>	<p>Ziksu's Digital Payments Platform enables users to link their chosen bank account, via PayTo and enter into an ad hoc PayTo agreement with Ziksu, enabling them to pay conveniently and effortlessly, by scanning a secure QR-code and selecting their chosen bank account, confirming the details, and inputting their PIN on their own mobile device to confirm and send instant (real-time) payments.</p> <p>Merchants can receive payments instant payments, with real-time settlement of funds and an in-app notification to confirm receipt, enabling them to enhance their cashflow, business operations and customer experience.</p> <p>All users can accept and make payments, anytime and anywhere, as the platform is available 24/7 x 365.</p> <p>Business users can generate a printable dynamic QR-code for counter display, to accept offline payments, never having to rely on a terminal or connection again.</p> <p>Funds can also be sent and received via Ziksu PayID, to / from any other Australian bank connected to the NPP.</p> <p>Ziksu users can utilise the inbuilt budgeting tools to gain control over their own money. With real time reporting, categorised spending, requests for payment and bill splitting.</p>
<p>Split bill</p>	<p>For personal customers only. You can split bills, in equal or varying portions, with multiple users, on the Ziksu Payments Platform.</p> <p>Request money from others, we will send the request and keep track of funds received.</p> <p>We will also remind them regularly, until the payment is made, so you don't have to.</p>
<p>In-app Notifications</p>	<p>All users receive an instant in-app notification when funds are sent, received, or requested.</p>
<p>Transaction Statements</p>	<p>Ziksu provides a digital account statement for both Personal and Business customers in near real-time which is a list of financial transactions occurring within a given period.</p>
<p>Auto-Sweep</p>	<p>For business customers only.</p> <p>Simplify your transactions and end-of-day reconciliation processes, by activating the Auto-Sweep feature within the Ziksu app.</p> <p>Rather than receiving a multitude of small transactions, Ziksu can record and collate the details of each transaction, and transfer the total amount accumulated in one transaction, instantly, at the end of the day, to your chosen bank account, linked via PayTo.</p>

2. FEATURES AT A GLANCE

Ziksu is a new and innovative digital payments platform, offering an alternate payment solution to every merchant and consumer in Australia.

Scan n Pay is feature-rich, providing unique benefits for Australian consumers, like:

- Bill splitting
- Requesting money
- Categorised spending
- Real-time reporting
- Lowest, transparent fees available
- Create unlimited static and/or dynamic QR-codes.
- Transactions settle in real-time in the users nominated bank account.
- QR codes can be printed to work remotely and offline.
- No costly hardware or infrastructure required.

Some key features of Ziksu's Digital Payments Platform are:

Instant settlements

Every transaction is instant and settled in real-time, giving you quicker access to your money, 24/7 x 365.

A single app for business and personal users

Ziksu is the only financial platform in Australia that allows the onboarding of both business and personal users in one single app.

Truly contactless mobile-only digital payments

Your funds, on your mobile device, at your fingertips.

Whenever a PIN is required, you enter it on your own device.

Take control of your own finances

Ziksu puts you back in control of your own money.

We've in-built innovative functions and real-time visual reports allowing personal and business users to gain insights into their spending habits and customer behaviours.

No contracts, no commitment, and no financial outlay to get started.

The Ziksu app is free to download and onboard.

There is no need for costly terminals, infrastructure, or separate phone connections.

We have no lock in contracts, so you simply need to sweep your money to your external Bank Account and call our Customer Service / Support team to close your account.

Security

All payments are initiated and confirmed, within the Ziksu app.

Fast, easy, and secure onboarding

Our on-boarding process is fast, easy and secure; if you reside in Australia and have an Australian ID, or Foreign Passport with a valid Australian Visa, you can sign up today by downloading our app.

Cashback and rewards

Ziksu is currently designing a cashback reward system, so the more you shop, the more you'll save!

Record keeping.

All transactions are recorded, including details of all payments completed. Note: you will lose access to these records if you close your account with us.

Invite others.

Registered users can invite other people to become registered users of the Ziksu Payment app, to enable faster payments with more people.

Choose how you pay.

Each user can link up to ten (10) bank accounts, via a PayTo ad hoc agreement limited to one (1) account per financial institution. Whenever you send funds or pay a merchant, you'll select the account you wish to use.

Split billing

Personal users can split bills, in equal or varying portions, with multiple users, on the Ziksu Payments Platform.

When you request money from others, we will send the request, keep track of funds, and remind them regularly, until the payment is made, so you don't have to.

Loyalty bonuses and discounts

We're building a network of retailers, where you'll receive a bonus or discount, simply for scanning their QR-code and making your payment via the Ziksu app.

3. WHAT ARE THE RISKS?

There are some risks you should consider:

Account security.

There is a risk that people may gain unauthorised access to your account on our Platform, view the information on your account and/or perform unauthorised transactions for which you may be liable.

You may be able to reduce this risk by keeping your account passcode to yourself, not sharing, or divulging it to any other person and changing your passcode often.

Instant settlement of funds

Payments made from within the app are instant and settled in the recipients account immediately*. When transferring funds or making a payment, you need to take care to nominate the correct payment recipient and to double check the amount.

Payments that are incorrectly directed may not be able to be recovered, treat your Ziksu account in the same manner as you would cash – never send money to someone you don't personally know.

Reversals and refunds

You must contact your Merchant if you need to reverse or obtain a refund in relation to a payment you have made using our Platform.

However, your Merchant may not agree to provide the reversal or refund.

All reversals and refunds are matters solely between you and your Merchant.

Merchant payments

When you scan a merchants QR-code, you are provided with the details of the registered entity you are buying from.

The merchant will receive your Full name, and PayID and may use that information to create a customer profile for you.

We only onboard registered Australian business entities with an active ABN or ACN.

* As per NPPA service level and availability of PayTo and PayID Infrastructure.

Suspension or Termination of access to the Platform

We may suspend or terminate your access to our Platform, without notice, in the following circumstances:

- if we suspect there is a breach of any of the conditions set out in this combined PDS and T&Cs,
- there is unsatisfactory or unlawful conduct by you,
- if you fail to provide required information and documentation as requested within a stipulated timeframe,
- if we consider that we need to close your Account for any other reason to appropriately manage any risks to which we are exposed, including the risk of damage to our reputation,

If we suspend your access to our Platform, you will be unable to access our Platform until the issue has been investigated and resolved.

All restrictions, licenses, and limitations of liability imposed on you by us will survive termination.

Ziksu is not liable for any loss incurred by you, from restriction or suspension of access to your funds.

Termination of your Ziksu account does not relieve you of any obligations to pay any fees or costs accrued prior to the termination and any other amounts owed by you to us.

You can terminate access to your Ziksu account at any time.

If you wish to close your account, you must clear your account to a \$0 balance and call us to request account closure. If you have monies in your account at the time of termination or closure, you can request a refund and will incur a 2.5% processing fee.

4. TERMS OF USE

By accessing our Platform, you are deemed to have read all the information in this Combined PDS and T&Cs, together with all documentation governing your usage of our Platform. You agree to be contractually bound by the current terms of this PDS and T&Cs (as amended by us, from time to time, at our sole discretion) which governs your use of our Platform.

You should regularly review this document so that you are always up to date with the current version.

By using our Platform, you acknowledge that you are instructing us to make payments directly to the Merchant selected by you and/or you are instructing us to carry out any other services Ziksu provides to you; and that fees and charges may apply.

Timing of payments

Transactions made with your Ziksu app are settled instantly*, with funds cleared for use immediately, using PayID. The Ziksu Payment Platform and Payment app are available 24 / 7 x 365.

Ziksu does not guarantee service availability and/or any payment processing completion using PayID and PayTo as this depends on NPPA, other banks and/or third-party financial institutions.

Liability

Subject to any provisions in the Competition and Consumer Act 2010 (Cth), or any other relevant law or code which we have subscribed to, or must comply with, we do not give any guarantee or warranty of reliability or accuracy and to the extent permitted by law, we do not accept any liability for loss or damage whatsoever, including without limitation, as a result of processing any payment request, any delay associated with processing any payment request, any person relying on information about our Platform or being unable to access our Platform (including as a result of us suspending access to our Platform).

5. FEES AND OTHER COSTS

There are no setup fees, monthly fees or account keeping fees, for any personal or business account.

Wherever a fee applies, the fee will be settled within the transaction.

All fees payable on transactions from personal to business accounts, e.g., making a purchase, are paid to us by the Merchant. See below for details.

Business Users only: Transaction fees will apply, refer to the table below.

You can transfer the balance of your business account at any time, including per transaction, for immediate settlement in your chosen linked bank account.

To minimise these fees, you can choose to sweep once per day, at the end of your business trading day.

Fees are subject to change, at our sole discretion, however our fees and charges are always current in this PDS and T&Cs, which is always available on our website.

* As per NPPA service level and availability of PayTo and PayID Infrastructure.

The fees that apply for the issue and use of the Ziksu Platform are as follows:

Fee Description	Personal User	Business User	
Receiving Funds via QR-Code or PayID	\$0	1% of Transaction \$ Value	
Auto Sweep	N/A	\$1	
Send/Receive Money (between Ziksu Pay ID's)			
Personal User to Personal User	\$0	N/A	
Personal User to Merchant	\$0	1% of Transaction \$ Value	
Merchant to Personal User	N/A	\$0	
Merchant to Merchant	N/A	Sender	Receiver
		\$0.35	1% of Transaction \$ Value

Refunds

Transaction fees and surcharges on authorised transactions will not be refunded, including where the Merchant has issued you a refund for a product or service provided.

GST

Unless stated otherwise, all fees and charges noted in this PDS are exclusive of GST. You should check with your Merchant whether the amount you are paying to them includes GST or not.

Taxes and government fees and charges

You are responsible for collecting, reporting, and paying any taxes that may arise from your use of our Platform and services. You agree to comply with applicable tax laws in connection with your use of our Platform and services.

Should any government fees or charges become payable in relation to your use of the Platform, we will notify you in accordance with section 8 of this PDS.

Limits

The following default limits apply to Ziksu Payment app Users within the Ziksu Platform:

Description	Minimum Transaction	Maximum Transaction	Daily Cumulative Amt	Monthly Cumulative Amt
Send/Receive Money between Personal users	\$1	\$10,000	\$10,000	\$100,000
Ziksu Customer to Ziksu Merchant	\$1	\$10,000	\$10,000	\$300,000
Auto Sweep Limit	\$1	\$10,000	\$10,000	\$300,000
Individual Limits per Business User can be negotiated upon request.				

6. SECURITY

Username and passcode

When you register to use our Platform, you will be allocated a unique User ID and asked to choose a 4-digit passcode. Your passcode must comply with our security parameters, which we may change from time to time at our sole discretion.

Your passcode must be used to complete any transaction on the Payment Platform.

Protect your passcode.

When you create your passcode, you must ensure that it is kept secret and confidential and must not be disclosed to any third party (including family, friends, and other institutions).

If someone else has your User ID and passcode, they can transact on your account and amend your profile information. We accept no liability whatsoever for any change to your profile or authorised payments or transactions which transpire on your account, without your consent if, for example, you fail to keep your passcode confidential, or any other reason such as theft of your passcode due to hacking or cyber breach.

Mobile devices

When you use the Platform on mobile devices (such as smart phone or tablet), you should secure any such device (e.g., through passcode protection, facial recognition, or fingerprint scan) to prevent unauthorised access to the Platform through your mobile device.

If your mobile device is lost or stolen, unauthorised persons may gain access to view your account information and potentially conduct transactions. We accept no liability, whatsoever, in this regard.

Unauthorised access or use

You must advise us as soon as reasonably practicable if you become aware, or suspect, that any other person knows your passcode. We will verify your account activity and place a freeze on your account to secure your funds. We can also assist you to change your passcode.

If you suspect someone else knows your passcode, you should change your passcode immediately.

It is your sole responsibility to ensure your internet access is always secure when using the Platform. You should also ensure your mobile device and browser software is up to date; any alterations to the manufacturer's handset and software settings may impact your mobile browsing experience.

You acknowledge that we are entitled to assume that any access to the Platform using your username and passcode is made by you, regardless of the identity of the person who may be accessing the Platform, until such time as you change your passcode, or you notify us in writing to the contrary.

To the extent permitted by law, we are not liable to indemnify or otherwise compensate you, in any way, for loss or damage incurred by you, which results from unauthorised access or use, including any failure by you to keep your passcode private and confidential.

7. PRIVACY AND DATA SECURITY

Privacy statement

We may collect, hold, use, and disclose personal information about you to process your registration to access the Platform, deliver the Platform payment services, assist your Merchant with payment enquiries and deal with complaints.

We will handle your personal information in accordance with our Privacy Policy, which is always available on our website. We may also collect personal information about you from your Merchant, public sources, information brokers and through monitoring and recording interactions with you (e.g., phone, email and online).

Some of the information we collect is required by various laws, including The Anti-Money Laundering and Counter-Terrorism Financing Act 2006. We may exchange your personal information with your Merchant, your authorised representatives, our related companies, and our service providers (described further in our Privacy Policy).

You acknowledge and agree that we need to collect, verify, and handle personal information about you to enable us to deliver all parts of the Platform service and without that information we may not be able to provide our services.

Unless you have advised otherwise, in writing, we may use your personal information to contact you by any means to offer you other products or services that may be of interest to you. You can change your marketing preferences, at any time, by accessing your account on our Platform.

You agree to the handling of your personal information in accordance with our Privacy Policy.

Our Privacy Policy contains further details about our handling of personal information, complaints, website privacy and information regarding your rights to request access to or correct information we hold.

Phone conversations.

You agree that we may record telephone conversations between us for quality control, monitoring, training, compliance, and security purposes. Recordings will only be used for the above specified purposes. Ziksu will make every reasonable effort to inform you when telephone conversations will be recorded.

8. GENERAL PROVISIONS

Changes and updates to this PDS

In accordance with the law and any code to which we subscribe, we may vary or modify this PDS at our sole discretion at any time. We will tell you about any changes we make and will notify you of the changes as set out in the following table. Any subsequent access, viewing or other use of the Platform by you will constitute your acceptance of the new terms.

Notices and electronic communications

Subject to section 8, you agree that all notices and other communications in connection with this Combined PDS and T&Cs may be given electronically:

- by email to the email address, you have registered with us,
- via notification through the Platform, or
- through SMS to the mobile telephone number, you have registered with us,
- by publishing on our website.

You should check your email and SMS messages regularly, and ensure you update your contact details on the Platform, as required.

Anti-money laundering, counter terrorism financing obligations, sanctions laws and anti-bribery and anti-corruption laws

We are bound by laws concerning the combating of money laundering and the financing of terrorism (including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)), as well as meeting sanctions obligations and anti-bribery and anti-corruption laws, and any other relevant laws.

We are required to carry out procedures that verify your identity before providing services to you and updating this information from time to time thereafter.

By downloading the Ziksu app and onboarding the Ziksu Payment Platform and utilizing our Payment Facilitation Services, you acknowledge that you are entering into a contract with Ziksu, and you agree that:

- You are not applying for a Ziksu Account under an assumed or false name.
- (i.e. aliases or pseudonyms).
- Any money you access is not derived from or related to any criminal or illegal activities.
- Any proceeds will not be used in relation to any criminal, terrorism and terrorism financing or other illegal activities.
- You will not initiate, engage in, or effect a transaction that may be in breach of AML/CTF law, anti-bribery, or anti-corruption laws or sanctions.
- On request, you will provide us with any identity and additional information we require to comply with relevant laws and legislation (such as AML/CTF laws or sanctions). This may include, but is not limited to, information about you, your transactions, and your related parties, including the source of funds or source of wealth used in connection with your Ziksu User Account.

To comply with relevant laws and legislation, we may be required to act, including delaying, suspending, or refusing the processing of any transaction related to your Account if we believe or suspect that the transaction may breach any obligation, or cause us to commit or participate in an offence under any relevant laws, including AML/CTF laws, anti-bribery and anticorruption laws or sanctions. We will not incur any liability in doing so.

Where legally obliged to do so (e.g. receipt of a lawful notice from a Commonwealth, State or Territory law enforcement agency), we may disclose your information to regulatory and/or law enforcement agencies or other entities. We may also share this information with other members of the Ziksu Group.

Exercise of our rights and waiver

Our rights can only be waived in writing. We may exercise any right, remedy, or power in any way we choose. If we decide not to exercise a right, remedy, or power this does not mean we cannot exercise it later.

Restrictor Industries

Ziksu will not provide services to the following Industries:

- Cryptocurrencies'
- Gambling
- Pornographic
- Cannabis and Vape industries.
- Illicit Drugs
- Import / Export Traders and international shipping industries.
- Pawn brokers and other cash-intensive businesses.

Assignment

We may, upon prior reasonable notice, assign or otherwise deal with our rights under this Combined PDS and T&Cs without your consent for legitimate business purposes (including business reconstruction, amalgamation, or sale). We may disclose any information or documents we consider reasonably necessary to help us exercise this right, and we may disclose such information to a person to whom we assign our rights to.

You cannot assign any of your rights under this Combined FSG and PDS or the Terms and Conditions without our prior written consent.

Inconsistency

If there is any conflict between this Combined PDS and T&Cs, the Terms and Conditions prevail.

Confidentiality

We respect the confidentiality of your information. Information you provide to us will not be disclosed except where we are required or permitted to disclose this information. This includes without any limitation where we are compelled by law, there is a duty to the public to do so, our interests require us to do so, or the disclosure is made with your consent.

PART 2 – TERMS AND CONDITIONS

1) Introduction

The App is wholly owned and operated by Ziksu Capital Ltd.

Please read the following terms and conditions (Terms) of use to understand your rights and obligations when accessing the Ziksu IOS and Android applications and related platform, websites, content, products, and services made available by us to you.

2) Scope

Before using the Services, you must read and accept all the Terms and Conditions. We strongly recommend that you also access and read the hyperlinked information when you read the Terms.

By downloading, installing, and using the app you agree to be bound by the following Terms.

Your continued use of the Services following such notification constitutes agreement by you to be bound by these Terms as amended.

We reserve the right to amend these Terms from time to time. Amendments will be effective as soon as changes are notified on our website or via the App. You should regularly review these Terms.

These Terms constitute the entire agreement between you and us with respect to our Services being delivered to you and supersede all prior agreements and understandings between you and us in connection with the Services.

If you do not accept the Terms, you must immediately cease using the Services.

1. THE SERVICES

The Services we provide constitute a mobile application and related platform that enables:

- Merchants to list and promote their businesses.
- Users to make a payment to Merchants or anyone using Ziksu QR Code or PayID.
- Users and/or Merchants to request and receive payments using Ziksu QR Code or PayID.

Subject to your compliance with these Terms, we grant you a personal, revocable, limited, non-exclusive, non-transferable, license to download and install, access, and use the App to use the Services on your personal mobile device, provided you comply with these Terms. You have no right to sublicense the license granted in this clause.

If you access or download our App from the Apple App Store, you agree to any Usage Rules as outlined in the App Store Terms of Service.

If you access or download our App from the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including Google Apps Terms of Service, which are available at https://www.google.com/accounts/hosted/en/standard_terms.html.

To fully utilise our Services, you must register for and maintain an active Ziksu User account (Account) and to obtain an Account, you must:

- be an individual (Personal User) or an individual authorised to act of behalf of a registered entity (Business User)
- have current Australian photo identification, OR a current foreign passport (with a valid Australian visa)
- register from within Australia and provide your Australian residential address.
- be at least 18 years old.
- hold a current bank account with an Australian bank or other financial institution, linked to the NPP.
- use the App with a compatible Android or iOS mobile device.
- nominate a PIN for your account and always keep it private and secure, as you would a banking password or PIN.
- keep your device safe and secure (e.g., locking it when not in use, installing up-to-date antivirus software, and removing the App before disposing of the device.
- ensure all information you provide or upload within the app is truthful and complete, (i.e., not misleading, deceptive, or inaccurate), and that uploads comply with all applicable laws.
- use the services for lawful purposes, and not infringe any laws, or third-party rights.

You are solely responsible for any activity that occurs on your Account.

We assume the person accessing our services, with your username and password, is you or has been authorised by you, and we will not be liable for any security breaches or unauthorised transactions conducted using the Services.

Please contact us immediately if you suspect a security breach in relation to your device or computer system or that an unauthorised person has used your passcode or other credentials to access the services.

If you report a security breach or unauthorised activity, we will suspend your User Account, to protect you from further loss or liability.

2. PROPER USE

You are prohibited from engaging in any act, applicable to the services, that is unlawful, or could reasonably be considered inappropriate, including but not limited to any act which would constitute:

- a breach of privacy
- defamation of us, our officers, or any other person
- a fraudulent purpose.

You must not:

- modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any content, software, products, or services contained within or derived from the Services without our prior written approval.
- reverse engineer the code contained in the Services or upload files which contain viruses or malware which may cause damage to our property or the property of other individuals or post or transmit to the Services any material which we have not authorised including material which is, in our sole opinion, likely to cause annoyance, or which is racist, defamatory, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our security protocols.
- create internet links to the Services, or 'mirror' the Services on any other server or wireless or internet-based device.
- build a product using similar ideas, features, functions, or graphics or copy any such materials contained in the Services.
- damage, disrupt, interfere with, impair the operation of or misuse the Services, including by data mining, hacking, data harvesting or scraping or using similar data gathering and extraction tools in respect of the services.
- launch any automated program or script, including web crawlers, web robots, web indexers, bots, viruses or worms or any program which makes multiple server requests per second or impairs the operation and/or performance of the services; or
- use any device, software or routine intended to damage or interfere with the proper working of the Services or to intercept or sequester any system, data, images, or other multimedia elements from the services.

3. FEES

For all applicable fees, please read Section 5, Part 1 – Product Disclosure Statement (PDS), of this combined PDS and T&Cs, which is always available on our website.

4. PAYMENTS

When using the app to make a payment or transfer funds, please ensure that you are paying the correct amount to the correct recipient / Merchant.

To ensure a smooth and accurate transaction, we require you to provide a valid payment method and enable notifications on your device to receive confirmation of your payment in real-time.

5. SERVICE ACCESS

We will endeavour to ensure that our services are always made available to you. However, we are not under any obligation to do so and will not be liable if the services are unavailable at any time or for any period.

Your access to the services may also be restricted or suspended temporarily, at any time and without notice to you, to allow for repairs, maintenance or the introduction of new facilities or services.

6. BREACH AND TERMINATION

Without limiting other remedies available to Ziksu at law, in equity or under this agreement; we may, without notice to you and in our sole and absolute discretion, issue you a warning, temporarily suspend, indefinitely suspend, or terminate your account and refuse to provide our services to you if:

- we suspect that you have breached these Terms or any applicable law.
- we are unable to verify your identity based on the information you provide to us.
- we believe that there has been a security breach or unauthorised use of your account.
- we reasonably suspect you have committed fraud.
- required by applicable laws (such as anti-money laundering and counter- terrorism financing laws or regulations, or sanction laws).
- your conduct impacts on our brand reputation or violates our rights or those of another party, or
- we believe your actions may cause loss, damage, or harm to you, our users, third parties, or us, our affiliates, directors, employees, or agents.

7. PRIVACY

We do not provide your personal information to third parties for their marketing purposes without your explicit consent.

We use and handle your personal information only as described in our Privacy Policy, which is available on our website.

We view protection of our users' privacy as a very important principle.

You can access and modify the information you provide us and choose not to receive certain communications by contacting us or signing into your account.

We use third parties to verify and certify our privacy principles, which adhere to Australian Privacy Principles and the Privacy Act 1988.

If you object to your information being used in this way, please do not use our services.

If Ziksu provides you with information about another user, you agree you will use the information only for the purposes it has been provided to you. You may not disclose, sell, rent, or distribute a user's information to a third party for purposes unrelated to the services.

Additionally, you may not use information for marketing purposes, via electronic or other means, unless you obtain the explicit consent of the individual to do so.

8. SECURITY OF INFORMATION

No data transmission over the internet can be guaranteed as totally secure.

Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us.

Any information you transmit to us is transmitted at your own risk.

Once we receive your information, we will take all reasonable steps to preserve the security of such information.

9. INDEMNITY

You hereby indemnify us (and our officers, directors, employees, agents, subsidiaries, and joint ventures) against any claim or demand, including legal fees and costs, made against us by any third party due to, or arising out of, your breach of the Terms, or your infringement of any law or the rights of a third party while using the services.

Without limiting any other provision of this clause, you shall pay to us any amount payable in respect of the indemnity promptly upon demand for payment by us.

10. INTELLECTUAL PROPERTY RIGHTS

We own all Intellectual Property Rights in and to the App and its proprietary technology, including its software (in source and object forms), algorithms, user interface designs, architecture, and documentation (both printed and electronic), and network designs, including any modifications, improvements, and derivative work thereof.

This agreement does not transfer any ownership rights in the App and its proprietary technology from Ziksu to the Users.

You do not have any right to our Services, including the App, other than the right to use them in accordance with these Terms, except as may be permitted by law or in writing, by Ziksu.

You must not, distribute, reproduce, modify, copy, adapt, translate, create derivative works from any part of our Services, including the Payment app and included software.

You cannot transfer, loan, rent, sublicense, sell, frame or otherwise re-publish or redistribute, publicly perform, or publicly display any part of our App, Services and included software.

You must not reverse engineer, decompile, disassemble, or attempt to extract the source code of the App.

11. NOTICES

Legal notices must be served on Ziksu by email to info@ziksu.com, or by registered mail to our registered office:

Ziksu Capital Limited
Level 7, 200 Adelaide Terrace,
East Perth WA 6004

We may serve Legal Notice to you, via email to the email address, or via registered mail to the address, you provided during onboarding, or as otherwise updated by you, in writing.

Email Notice will be deemed to have been served 24 hours after the email is sent, unless the sending party is notified that the email address is invalid or that the email has not been delivered.

Registered Mail Notice will be deemed to have been served five days after the date of mailing.

12. LEGAL DISPUTES

If a dispute arises between you and Ziksu, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly.

We will endeavour to investigate and reply to you within 7 business days. We encourage you to contact us first, to seek a resolution.

Complaints should be addressed as follows:

To: The Complaints Officer
Ziksu Capital Limited

Mail: Level 7, 200 Adelaide Terrace,
East Perth WA 6004

Phone: 1300 194 578

Email: complaints@ziksu.com

We will consider reasonable requests to resolve any dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Ziksu Capital Ltd. is a member of the Australian Financial Complaints Authority (AFCA), our Member Number is: 104620.

If we have resolved your complaint, to your satisfaction, you may lodge a complaint with AFCA.

Please address your Complaint as follows:

To: AFCA Service Complaints
Australian Financial Complaints Authority

Mail: GPO Box 3,
Melbourne VIC 3001

Phone: 1800 931 678

Email: info@afca.org.au

13. GENERAL

If any of these terms are held to be invalid or unenforceable, such provision will be severed and the remaining provisions will remain in effect.

In our sole discretion, we may assign our rights and obligations under these Terms to another entity.

Headings are for reference purposes only and do not form part of this agreement.

Our failure to act on a breach by you, or others, does not waive our right to act on subsequent or similar breaches.

We may amend this Agreement at any time by posting the amended terms on our website, and by notifying you, as per section All amended terms will automatically be effective as soon as they are posted. If you do not accept the changes, you should terminate your account.

These terms constitute the entire understanding and agreement between you and Ziksu. The following Sections survive any termination of this agreement:

- Fees (with respect to fees owed for our services)
- Indemnity
- Intellectual Property Rights, and
- Governing Law

14. SEVERABILITY

If any provision of these Terms is held to be illegal, invalid, or unenforceable, in whole or in part, under any law, such provision or part thereof will to that extent be severed and deemed not to form part of these Terms, the legality, validity and enforceability of all other provisions of these Terms will not be affected.

15. GOVERNING LAW

These Terms are governed by the laws in force in the State of Western Australia, Australia and you agree to submit to the exclusive jurisdiction of the courts of that State in respect of any dispute arising from these Terms.

16. GLOSSARY OF TERMS

'App' means the Ziksu IOS and Android mobile application operated by us.

'Associates' means any subsidiary or affiliate companies of Ziksu Capital Ltd.

'GST' means the goods and services tax payable pursuant to A New Tax System (Goods and Services Tax) Act 1999 (Cth) and associated legislation.

'Merchant' means the business or entity that accepts and processes payments from Users via our Services. The Merchant is also our client, who has engaged us to process payments on their behalf, for funds to be deposited directly into their bank account.

'NPP' means the New Payments Platform

'Payer, you, your' means you, i.e., the person making the payment to the Merchant.

'PDS' means Product Disclosure Statement.

'Platform' means the digital Payments Platform provided by Ziksu to allow you to send and receive funds instantly, using QR-code and PayID.

'Services' means the Services we provide through our App or otherwise through our related websites, content, products, or services.

'User' means you i.e., the person who transacts within our platform.

'Ziksu, we, our or us' means Ziksu Capital Ltd

These terms and conditions are current as of June 2024.