



# Terms and Conditions

ZIKSU CAPITAL LTD

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Product provider: Ziksu Capital Ltd  
ABN 73 642 576 350  
Authorised representative # 001280302  
624 Murray Street, West Perth, Western Australia 6005  
Phone 1300 194 578

Welcome to Ziksu! 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 websites, content, products, and services made available by us to you. By downloading, installing, and using the App you agree to be bound by the following Terms. If you do not accept the Terms, you must immediately cease using the Services.



## INTRODUCTION

The App is wholly owned and operated by Ziksu Capital Ltd (ABN 73 642 576 350) and references in this agreement to 'Ziksu', 'we', 'our' or 'us' are to Ziksu Capital Ltd depending on the context. References to 'you' or 'your' are references to the 'User' or 'Users' of our Services.

In these Terms, the expressions:

- **App** means the Ziksu IOS and Android mobile application operated by us.
- **Merchant** means the business or entity that accepts and processes payments from Users via our Services.
- **Services** means the Services we provide through our App or otherwise through our related websites, content, products, or services.
- **Users** means you i.e., the person making payments to the Merchant.

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

## 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, licence to download and install, access, and use the App to use the Services for personal, non-commercial use on your personal mobile device, provided you comply with these Terms. You have no right to sublicense the licence 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](https://www.google.com/accounts/hosted/en/standard_terms.html).

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

- be an individual or a director acting on behalf of a company (and if a company, provide requested details about the company you are acting on behalf of and confirm that you are authorised to act for an on behalf of the company)
- Have current Australian photo identification, OR a current foreign passport (with a valid Australian visa)
- be registered from within Australia with an Australian residential address
- be at least 18 years old, but if you are under 18 you must also have your parent or legal guardian's permission to use the Services and to accept these Terms
- have and provide the details of a current bank account with an Australian bank or other financial institution
- use the App with a compatible Android or iOS mobile device
- only possess one personal and business Ziksu digital transaction account and link your mobile number to one username, unless authorised by us. Sale, resale, transfer, or trading of your Account is prohibited
- nominate a passcode for your account and always keep your username and passcode private and secure, in the same way as a cardholder would a banking password or PIN, (i.e., not sharing it with anyone, not keeping a record of it with your device and not choosing an obvious password such as your date of birth or name)
- keep your device safe and secure (including by locking it when not in use or when it is unattended, installing up-to-date antivirus software, and removing the App and any stored username or password before disposing of the device.



- ensure that all information you provide or upload to the App is truthful and complete, is not misleading, deceptive or materially inaccurate in any way, and that the uploading is compliant with all applicable laws
- acknowledge the application of the Australian anti-money laundering and counter-terrorism financing laws and regulations and you warrant that you are not in a location that is subject to any government sanctions.
- agree to comply with all applicable laws when using the services and only use the services for lawful purposes, and not infringe any laws, third party rights or our policies.
- provide us with and maintain accurate, complete, and current information including a valid email address, phone number, and at least one valid payment method, being a current Australian bank account. If you fail to maintain accurate, complete, and current information, your access to the services may be restricted, suspended or cancelled.
- provide proof of identify to access or use the services when requested and you agree that you may be denied access to use of the services if you fail or refuse to provide such proof of identify.

We assume that any person using the services with your username and password is you or is authorised by you. You are solely responsible for any activity that occurs on your Account.

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 we receive a report regarding a security breach or unauthorised use by you, we will suspend your use of the Services to protect you from further loss or liability. We will not be liable for any security breaches or unauthorised transactions conducted using the Services.

You are responsible for the use and safety of your account, and you are liable for all transactions made through your account.

## PROPER USE

You are prohibited from undertaking any act that we reasonably consider to be inappropriate, or which is unlawful or prohibited by any laws applicable to the services, including but not limited to any act which would constitute a breach of privacy, using the services to defame us, our officers or employees or any other person or for fraudulent purposes.

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.

## FEES

There is no setup fee, monthly fee or account keeping fees for any personal or business digital transaction account. Some transaction fees may apply, e.g., for transferring money out of your Ziksu account via PayID. All fees payable on transactions from personal to business accounts, e.g., making a purchase, are paid to us by the Merchant. For all other applicable fees, please read our combined FSG & PSD available on our website.



## PAYMENTS

When using the service 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.

## 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.

## 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).
- directed to do so by your credit or debit card provider (e.g., in circumstances of suspected fraud).
- 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 otherwise unlawfully harm you, our users, third parties or us, our related corporate bodies or affiliates, our directors, employees, or agents.

You may also cancel your account by notifying us, at any time, however, once terminated or cancelled, it cannot be re-activated, without our agreement.



## 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 signing into your account. We use third parties to verify and certify our privacy principles. If you object to your information being transferred or 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 is 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 consent of the specific user to do so.

## 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 which you transmit to us is transmitted at your own risk. Once we receive your transmission, we will take reasonable steps to preserve the security of such information.

## 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.

## 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 pursuant to the licence granted in accordance with these Terms. Except as may be permitted by law or by Ziksu. You cannot use, distribute, reproduce, modify, copy, adapt, translate, create derivative works from, 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.

## NOTICES

Legal notices must be served on Ziksu's registered office (in the case of Ziksu) or to the email address you provide to Ziksu during the registration process (in your case). Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid or that the email has not been delivered. Alternatively, we may give you legal notice by mail to the address provided by you during the registration process. In such case, notice will be deemed given three days after the date of mailing.

Any notices to Ziksu's registered office must be given by registered ordinary post (or if posted to or from a place outside Australia, by registered airmail) or by email to Ziksu Capital Limited, 624 Murray Street, West Perth 6005 WA, Email: [info@ziksu.com](mailto:info@ziksu.com)

## 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 strongly encourage you to first contact us to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

## 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 at <https://ziksu.com/> or by notifying you directly to the email address linked to your account. 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

A reference to 'Ziksu', 'us', 'our', 'we' or any derivative thereof is a reference to Ziksu Capital Limited (ABN 73 642 576 350) or the website owned and operated by Ziksu Capital Limited.

## **GST**

If any payment made by one party to any other party under or relating to this agreement constitutes consideration for a taxable supply for the purposes of GST or any similar tax, then unless the agreement specifies that the payment is inclusive of GST the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply.

This provision is subject to any other agreement regarding the payment of GST on specific supplies and includes payments for supplies relating to breaches, termination and indemnities arising from this agreement. The party receiving the payment must provide a tax invoice to the party making it. For the avoidance of doubt, the parties acknowledge and agree that all amounts specified in this agreement are exclusive of GST and that GST must be applied on top of such amounts.

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

## **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 but the legality, validity and enforceability of all other provisions of these Terms will not be affected.

## **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.

These terms and conditions are current as at July 2021.