

AUD VIRTUAL WALLET TERMS & CONDITIONS

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PART A GENERAL INFORMATION

1. ABOUT THIS AUD VIRTUAL WALLET TERMS AND CONDITIONS

These terms and conditions (comprising Part A and Part B) govern the use of the AUD Virtual Wallet provided by United Currency Exchange Pty Ltd (“UCE”, “we”, “us”, “our”). These terms and conditions issued by United Currency Exchange Pty Ltd ABN 68 119 598 202 AFSL557103 (“UCE”) as a requirement under the Corporations Act 2001.

These terms and conditions are important document designed to assist you in deciding whether to acquire the financial product to which it relates to our AUD Virtual Wallet and UCE Borderless VISA Prepaid Card. You should read these terms and conditions, our Product Disclosure Statement (PDS), and our Financial Service Guide (FSG) in full before using our services.

Your contract with us for the use of our AUD Virtual Wallet and our UCE Borderless Prepaid Card is comprised of these terms and conditions, PDS, and FSG document, which contains important information regarding to our services.

The term of “you” in these terms and conditions refer to all individuals or entities accessing or using our Mobile app or using our website for any reason. Individuals in these terms and conditions mean persons who are over 18 years of age who are Australian residents. The suppliers, the third party agencies/representatives in these terms and conditions mean all external third party providers in which United Currency Exchange engages in.

The information in these terms and conditions does not take into account your individual objectives, financial situation or needs. Any advice in these terms and conditions are for general advice only. You should consider the appropriateness of any general advice to your circumstances before acting on it.

2. GENERAL PRODUCT DESCRIPTION

Our AUD Virtual wallet enables you with the means to receive fund, to pay electronically to your bank account, to store value electronically, and to order and top up our UCE Borderless Prepaid Card through digital interfaces including API services, mobile, and website applications. Our AUD Virtual wallet is not designed for cross border remittance or money transfer services. All transactions processed through our AUD Virtual wallet will be Australian Dollar (AUD) domestic transactions within Australia.

By downloading our Mobile app, by registering for, or using our AUD Virtual wallet, you agree to be legally bound by these Terms and Conditions.

If you are under 18 years of age, you must obtain consent and approval from your parent or legal guardian at all times to use this financial product. Please see Parental Lock terms and conditions for more details.

If you do not agree to these Terms and Conditions, you must not download our Mobile app and must not access or use our AUD Virtual wallet services.

We, in our sole discretion, reserve all the rights to reject or to refuse providing our service to any individual or entity for any reason or no reason. United Currency Exchange will not be responsible for any loss or damage, and any cost incurred by you due to our rejection or refusal to provide the service.

3. STATEMENTS OF ACCOUNT

By successfully applying for and using our AUD Virtual wallet, you acknowledge that we do not provide, and you will not receive, paper statements. Electronic statements showing your transactions and Available Balance are available for viewing by accessing the United Currency Exchange mobile application. If required, please contact United Currency Exchange by visiting our Website or live chat at <https://unitedcurrencyexchange.com.au> or emailing them at admin@unitedcurrencyexchange.com.au if you require any assistance accessing the electronic statements.

4. NOTICE OF AGREEMENT

Products, services, and the information stated in these terms and conditions may change at any time without notice. Accordingly, United Currency Exchange, at its sole discretion, may also need to change, without limitation, the restrictions, terms, conditions, prices, details, applicable taxes, charges, and any other associated costs of the offered products and services from time to time without notice.

Alternatively, you may request a paper copy of any updated information free of charge from us by emailing admin@unitedcurrencyexchange.com.au.

5. DEFINITIONS

AFSL means Australian Financial Services Licence.

Virtual Account means your registered user account.

Available Balance means the stored AUD (Australian Dollar) value held within your Virtual wallet.

Virtual Wallet means the service provided by us digitally which allow you to receive, pay, and store your fund.

User means any individual or entity registered to use the Virtual wallet.

Biometric Identifier means a fingerprint, face print or any other similar biometric identifier.

Business Day means a day that is not a Saturday, Sunday or public holiday being a day on which banks are open for.

ADI means an authorised deposit-taking institution as defined in the Banking Act 1959 (Cth)

Electronic Communication means a message which is sent to you and which you receive electronically, in a form that you can retain for later reference such as by printing or by storing for later display.



API means the “application programming interface” which allows for system to system communication to occur.

APS means Automated Payment System.

NPP means the New Payments Platform which processes and facilitates fast payments in Australia.

PayID means an alias for bank account number which in the form of an email address or phone number.

ePayments Code refers to the amended code formerly known as the Electronic Funds Transfer Code of Conduct issued by the Australian Securities & Investments Commission on 1st April 2001, as amended on 20 March 2013, and includes any subsequent amendments or replacements.

Financial Claims Schemes means the scheme administered by the Australian Prudential Regulation Authority (APRA) to protect depositors of authorised deposit-taking institutions from potential loss due to the failure of these institutions.

Identifier means information that you know but are not required to keep secret and which you must provide to perform a transaction.

Pass Code means a password or code that you must keep secret, that we may require to authenticate your identity or a transaction. Examples include your PIN and any access code required to allow online access to your Virtual wallet details.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about you when your identity is apparent or can reasonably be ascertained from the information or opinion.

Unauthorised Transaction means a transaction not authorised by you but does not include any transaction carried out by you or by anyone performing the transaction with your knowledge and consent.

Dishonour Fee means a charge imposed by a Financial Institution when a payment fails or is not processed due to various reasons such as insufficient amount, stopped payment, or errors in payment details.

Parent means the parent or the individual who acts as the guardian of an individual who registers and uses the service.

Website means the secured web site for the Virtual wallet and any additional or replacement website we notify you as the website for the purposes of these Terms & Conditions from time to time.

You means to a person who has opted in for and been (or is to be) issued with the Virtual wallet.

6. ISSUER OF AUD VIRTUAL WALLET

United Currency Exchange ABN 68 119 598 202 (“United Currency Exchange”), AFSL 553107, is authorised by provide and to issue of the AUD Virtual wallet.

United Currency Exchange can be contacted via:

Mail: Suite 503/55 Swanston Street, Melbourne VIC 3000

Email: admin@unitedcurrencyexchange.com.au

7. ROLES OF DISTRIBUTOR OF AUD VIRTUAL WALLET AND ISSUER

United Currency Exchange is responsible for the distribution of the AUD Virtual wallet and customer service support for users.

The Available Balance on your Virtual wallet is held in a client segregated monies account maintained by an ADI. United Currency Exchange Pty Ltd is responsible for the settlement of transactions using their APIs and settlement facility but may outsource these functions to other service providers.

Neither United Currency Exchange, nor anyone else acting on its behalf, has the authority to:

- tell you anything about the AUD Virtual wallet that is inconsistent with the information in these terms and conditions;
- give you financial product advice (that is, a recommendation or statement of opinion intended or that could be reasonably regarded as being intended to influence you in making a decision) about the AUD Virtual wallet; and
- do anything else on behalf of others, other than marketing, arranging for the issue of and providing customer services for the AUD Virtual wallet.

8. WHO IS ELIGIBLE FOR THE AUD VIRTUAL WALLET?

To be eligible for the AUD Virtual wallet, you must be a successfully verified customer of United Currency Exchange.

9. SIGNIFICANT BENEFITS TO AUD VIRTUAL WALLET USERS

The significant benefits of the AUD Virtual wallet users are as follows:

- The AUD Virtual wallet enables you to get a domestic BSB and account number and PayID that can be used to receive in Australian dollar (AUD) domestically within Australia;
- The Virtual wallet enables you to store your fund in Australian Dollar (AUD);
- You can use the AUD Virtual wallet to order and top-up (or reload) value onto your UCE Borderless Prepaid Card through our mobile app;
- Parental lock features to control and to monitor transaction activities of the underage users.

10. SIGNIFICANT RISKS TO AUD VIRTUAL WALLET USERS

Some of the risks that may be associated with the use of our AUD Virtual wallet are outlined below. The risks described are intended to be a summary of the major risks associated with the Virtual wallet and are not exhaustive. There may be other risks that relate to the use of the AUD Virtual wallet.

Significant risks to the AUD Virtual wallet users are:

- United Currency Exchange obligation to you in relation to the functionality of its AUD Virtual wallet is limited to providing the technical means to facilitate the functionality of its AUD Virtual wallet to support the Card.
- United Currency Exchange is not otherwise liable for the use, functionality or availability of its AUD Virtual wallet, including any service issues caused by third party communication providers, unless as otherwise required by law.
- No conduct of, or representations made by you is binding on United Currency Exchange and United Currency Exchange is not responsible for the funds until they reach the AUD Virtual wallet.
- Your Virtual wallet may not have sufficient funds to conduct a transaction which may result of transaction being declined or rejected.
- Details of account information provided to us by you may be inaccurate, outdated, or incorrect and may result unsuccessful transaction(s). Funds paid to an incorrect account will not be recoverable.
- You may potentially receive funds in error and be required to return those funds in the future.
- For each case, United Currency Exchange may withhold from you, a collateral or by the way of security, or to recover from you the value of the refund in order to provide the refund required by the rules of payment system.
- Use of services may be disrupted from time to time without notice due to scheduled or non scheduled outages or due to unexpected down times or system failures from the third party processors such as ADIs or banks.
- Unauthorised Transactions can happen using the Virtual wallet due to your failure to undertake security precautions or due to your failure to safeguard the access information to your Virtual wallet causing any other person to process unauthorised transactions.
- You should take extra precautions to protect your password and/or security details to access your Virtual wallet. Regardless of any circumstances, you must be liable for any unauthorised transactions or payments on your AUD Virtual wallet.
- Before processing and authorising a Transaction from your Virtual wallet, you must check that the correct account details and amount are accurate and correct at all times.
- Any Unintended transactions can happen if electronic equipment with which the Virtual wallet is being used is operated incorrectly or incorrect details are input. Funds from any unintended transactions may not be recoverable. Regardless of any circumstances, you must be liable for any unauthorised transactions or payments on your AUD Virtual wallet.
- You might not be able to get your money back if Unauthorised Transactions or unintended transactions occur;
- If the electronic network enabling the use of the Virtual wallet is unavailable, you may not be able to undertake transactions or get information using the Virtual wallet.
- Your Password/PIN or security details to access your Virtual wallet, or Device could be lost, destroyed or stolen;

- The Financial Claims Scheme does not apply in relation to the AUD Virtual wallet or your Available Balance.
- You cannot withdraw cash from an ATM or EFTPOS terminal with your AUD Virtual wallet.

11. IMPORTANT INFORMATION ABOUT THE FINANCIAL CLAIMS SCHEME

The Financial Claims Scheme is a scheme administered by the Australian Prudential Regulation Authority (APRA) to protect depositors of authorised deposit-taking institutions from potential loss due to the failure of these institutions. It provides depositors with a guaranteed protection, up to a cap. As at the date of these terms and conditions, the Financial Claims Scheme applies to deposits only. It does not extend to the Virtual wallet products.

The Financial Claims Scheme does not protect any Available Balance stored or held on your AUD Virtual wallet.

For more information, see APRA's website at <https://www.fcs.gov.au/>

12. YOUR TAX LIABILITY

You should get your own independent tax advice in relation to the impact your use of the AUD Virtual wallet may have on your personal tax liability as United Currency Exchange have not considered your individual circumstances or needs when arranging for the distribution of your Virtual wallet.

13. OTHER IMPORTANT INFORMATION

There are some other important things you need to be aware of about the AUD Virtual wallet:

- The Virtual wallet does not generate any interest or other return to the holder. In other words, you do not earn interest on the funds held in the Virtual wallet.
- You cannot use the Virtual account for withdrawals at an ATM or POS.
- Funds loaded on your Virtual wallet will usually become available for use by you immediately for purchasing and topping-up (or reload) value onto your UCE Borderless Prepaid Card through our mobile app.
- Inbound transactions onto your AUD Virtual wallet will not incur any transaction fee.
- The AUD balance in AUD Virtual Wallet is treated differently from the AUD Balance in UCE Borderless Prepaid Card. Once funds are transferred from AUD Virtual Wallet to UCE Borderless Prepaid Card, they become subject to the Card Terms and Conditions.
- The fund in AUD Virtual Wallet can only be transferred back solely to the Virtual Wallet's user bank account.
- Parental Lock features will always be enabled for users under the age of 18.
- It is your responsibility to regularly review your online transaction history to identify Unauthorised and Unintended transactions.
- Dishonour Fee up to AU\$40 may apply for incorrect account details or stopped payment.

- The method of communication United Currency Exchange will use to give you information, including information under the ePayments Code, will be Electronic Communication.

14. PROBLEMS OR DISPUTES

When you provide feedback to us, we have the opportunity to improve our services to you. If you have a query about the AUD Virtual wallet, you should initially direct the query to United Currency Exchange.

United Currency Exchange can be contacted via:

Mail: Suite 503/55 Swanston Street, Melbourne VIC 3000

Email: admin@unitedcurrencyexchange.com.au

If we are unable to resolve your complaint to your satisfaction within 30 business days, you may be eligible to escalate the complaint to the external dispute resolution service, the Australian Financial Complaints Authority (**AFCA**). AFCA can be contacted at the following:

Mail: GPO Box 3, Melbourne VIC 3001 Website: www.afca.org.au

Phone: 1800 931 678 (free call) Email: info@afca.org.au

15. USER SECURITY OBLIGATIONS

15.1. SECURITY OF CREDENTIALS

As a user, you are fully responsible in maintaining the secrecy and the security of your Virtual wallet access information or credentials, including your password, 2FA authentication code, username, email address, PIN, and any device which could be used to access your Virtual wallet.

Important points to remember to safeguard and prevent unauthorised access to your Virtual wallet:

- Always keep your login information and credentials confidential.
- Memorise your Password is better than store it inside your device.
- Never write your Password/PIN on your device.
- Never lend your device in which could be used to access your Virtual account to anyone.
- Never share or communicate your Password or authentication code with anyone or third party.
- Try to prevent anyone else seeing you enter your Password into your Virtual wallet.
- Never leave your device unattended, e.g. in your car or at work.
- Once you loaded the amount in your Virtual wallet, you should:
 - lock your mobile device;
 - assign a Device Passcode to unlock your mobile device;
 - not share your Device Passcode to anyone;
 - not leave your Device unattended;
 - not store anyone else's Biometric Identifier within your Device;

- remove any other registered Biometric Identifier which is not your own from your Device; and
- ensure that any security details to access your mobile device or authorise a payment with your Device is not easily guessed;
- Immediately report the loss, theft, compromised access credentials, or unauthorised use of your Virtual wallet to United Currency Exchange.
- Examine your account statement online to identify and report, as soon as possible, any instances of unauthorised use.

15.2. TRANSACTION ERRORS AND REVERSALS

You must contact us immediately when you believe that a transaction processed through the Virtual wallet is unauthorised, or incorrect, or inaccurately executed. The Virtual wallet must have sufficient balance before it can be used.

Upon receiving your notification, United Currency Exchange may:

- Request additional information from you;
- Investigate the transaction; and
- Take reasonable steps to correct the error where applicable.

You acknowledge that if you permit someone else to make a transaction with your Virtual wallet, including by using your device, you will be responsible for any transactions initiated by that person. United Currency Exchange is not liable and cannot be held responsible to reverse transactions once completed.

15.3. USING THE VIRTUAL WALLET

- You must apply and register as a user via the instructions provided to you.
- Upon registration and verification, your Virtual wallet will be activated and ready for use.
- You will be provided with a domestic BSB and account number and PayID that can be used to receive Australian dollar (AUD) domestically within Australia.
- The Virtual wallet enables you to store your fund in Australian Dollar (AUD);
- You can use the AUD Virtual wallet to order and top-up (or reload) value onto your UCE Borderless Prepaid Card through our mobile app.
- Parental lock features to control and to monitor transaction activities of the underage users.
- You agree not to make or attempt to make transactions that exceed the Available Balance in your Virtual wallet.
- United Currency Exchange may restrict or stop the use of the Virtual wallet if excessive uses of the Virtual wallet or other suspicious activities are noticed.
- You cannot “stop payment” on any transaction after it has been completed.
- We are not liable in any way when an authorisation or a transaction is declined for any particular transaction regardless of any reason.
- The Virtual wallet cannot be used to withdraw cash at ATM’s and pay at EFTPOS terminal.

- If you permit someone else to use your Virtual wallet, you will be responsible for any transactions initiated by that person with your Virtual wallet.
- You may not make pre-authorized regular payments through the use of the Virtual wallet.
- Your Virtual wallet must not be used for any direct or recurring debit payments or for any mail or telephone order transactions.

15.4. FEES AND CHARGES

You agree to pay the fees provided in these Terms and Conditions. Whenever any of these fees are incurred or become payable, you authorise us to deduct it from the Available Balance and reduce the Available Balance accordingly.

Applicable fees are as follows:

Fees and Charges to be paid by the AUD Virtual Wallet User	
Inbound NPP & Pay ID transaction	FREE
Outbound NPP & Pay ID transaction	FREE
BSB Number	FREE
Virtual Wallet Account Number	FREE
Balance Enquiry / History	FREE

All fees and charges are expressed in Australian dollars and are inclusive of any applicable GST.

15.5. LIMITATIONS OF USE OF THE AUD VIRTUAL WALLET

The following limitations apply to the Virtual wallet:

- The Virtual wallet may not be used for, and authorisation may be declined for, any illegal transactions;
- Parental lock features may limit the underage users in using the service;
- United Currency Exchange may restrict or stop the use of the Virtual wallet if excessive uses of the Virtual wallet or other suspicious activities are noticed; and
- Use of services may be disrupted from time to time without notice due to scheduled or non scheduled outages or due to unexpected down times or system failures from the third party processors such as ADIs or banks.

15.6. PASSWORD

Your Username and Password have been provided to you. You must not disclose your Username and Password to any other person.

15.7. LOSS, THEFT AND MISUSE OF VIRTUAL WALLET

If you know or have reason to suspect that your Device which is used to access your Virtual wallet is lost or stolen or damaged, likely to be misused or you have reason to suspect that someone else may know the Password, Username, Identifiers, Authentication Code, or Device Passcode, you must immediately suspend your Virtual Wallet and notify United Currency Exchange. We will then suspend your Virtual wallet account to restrict further use.

You may be required to confirm details of the loss, theft or misuse in writing (and to provide particular information in the confirmation) and you must comply with that requirement.

As a user, you are fully responsible in maintaining the secrecy and the security of your Virtual wallet access information or credentials, including your password, 2FA authentication code, username, email address, PIN, and any device which could be used to access your Virtual wallet.

15.8. LIABILITY FOR UNAUTHORISED TRANSACTIONS

WHERE YOU ARE NOT LIABLE

You will not be liable for losses resulting from Unauthorised Transactions where it is clear that you have not contributed to the loss.

You will not be liable for losses resulting from Unauthorised Transactions are caused by:

- Fraud or negligence by our employees or agents, a third party involved in networking arrangements, or a merchant or their employee or agent.
- Processing failure, a malfunction, or error in our Virtual wallet systems or services resulting in an incorrect transaction.
- Security breach and failure of our authentication and security process in our systems.
- An Unauthorised Transaction performed after you have informed us in writing that your:
 - Virtual wallet credentials have been compromised;
 - Your mobile device to access the Virtual wallet has been lost or stolen;
 - You suspect unauthorised access to your Virtual wallet.

WHERE YOU ARE LIABLE

You will be fully liable for all losses arising from the transactions processed through your Virtual wallet if it is determined that you have:

- Intentionally authorising another person to conduct a fraudulent or unauthorised transaction;
- Used the Virtual wallet for unlawful or illegal activities;
- Shared and communicating your Virtual account access credentials, including but not limited to the authentication code to anyone or a third party;
- Acted fraudulently;

- Contributed to the loss by failing to comply with your security obligations as a user, including but not limited to the some circumstances where you:
 - Store and keep your access credentials in such insecure manner;
 - Fail to secure your device in which you use to access the Virtual wallet with reasonable protections;
 - Disclose or share your access credentials such as your username, password, PIN, authentication codes to another person or a third party; or
 - Acting with negligence in protecting your Virtual wallet access credential details.
- Failed to notify us or delayed to notify us that your:
 - Virtual wallet credentials have been compromised;
 - Your mobile device to access the Virtual wallet has been lost or stolen;
 - You suspect unauthorised access to your Virtual wallet.

15.9. TRANSACTIONS

You acknowledge that you will not receive paper statements from us regarding the operation of your Virtual wallet. Periodic statements showing the transactions on your Virtual wallet and the Available Balance are available via the mobile application or the Web Site.

Provided your Virtual wallet has been activated, its balance and transaction history will be made available 24 hours a day, 7 days a week, through the mobile app or the website and can be accessed as instructed on the mobile app at no charge.

If you notice any error (or possible error) in any transaction or statement relating to Virtual wallet, then you must notify United Currency Exchange us immediately. We may request you to provide additional written information concerning any error (or possible error) and you must comply with that request.

It is your responsibility to regularly review your transaction history to identify Unauthorised Transactions.

15.10. VIRTUAL WALLLET CANCELLATION

You may ask for your Virtual wallet to be cancelled at any time. If you ask for the Virtual wallet to be cancelled and we ask you to, you must destroy the cancelled Virtual wallet account's credentials and also remove our Mobile application from your Device.

We may cancel your Virtual wallet services, where possible, we will give you 30 days advance notice of the cancellation. However, we may act without prior notice if:

- We believe that use of the Virtual wallet may cause loss to you or to us; or
- We believe that it is required for security purposes; or
- You breach any material on these terms and conditions; or
- We suspect the Virtual wallet has been used illegally.

If we cancel your Virtual wallet, we will give you notice as soon as reasonably practical afterwards.

We may cancel your Virtual wallet at any time without cause or notice. If we ask you to, you must destroy the cancelled Virtual wallet account's credentials and also remove our Mobile application from your Device.

On the cancellation of the Virtual wallet services, we will pay the Available Balance to you when:

- We are satisfied that there are no un-cancelled or unexpired authorisations or approvals on your Virtual wallet account;
- We are satisfied that there are no further amounts that you owe us, or that we will be debiting, or that we anticipate debiting, against the Available Balance;
- We are satisfied the funds on your Virtual wallet belong to you; and
- You give us instructions to pay the Total Balance by sending it to a bank account nominated by you.

15.11. FUNDS REDEMPTION REQUEST

Whether or not you have your device to access your Virtual wallet to transact against your Available Balance, you may instruct United Currency Exchange to pay the Available Balance by sending it to your bank account for a fee (Funds Redemption Request). You may be able to do this by contacting us. Funds Redemption Request Fee up to AU\$30 may apply for each request. We do not have to process a Funds Redemption Request until we are satisfied of your identity.

Upon receiving a Funds Redemption Request, we will pay the Available Balance to you when:

- We are satisfied that there are no un-cancelled or unexpired authorisations or approvals on your Virtual wallet account;
- We are satisfied that there are no further amounts that you owe us, or that we will be debiting, or that we anticipate debiting, against the Available Balance;
- We are satisfied the funds on your Virtual wallet belong to you; and
- You give us instructions to pay the Total Balance by sending it to a bank account nominated by you.

15.12. LIABILITIES AND DISCLAIMERS

We are not liable:

- If, through no fault of our own, the Available Balance is not enough to cover a transaction;
- If circumstances beyond United Currency Exchange control prevent a transaction, despite any reasonable precautions having been taken by us;
- For any loss resulting from any failure due to events outside our reasonable control;
- For any loss resulting from any system failure or industrial dispute outside our reasonable control;
- For any industrial dispute;
- For the way in which any refusal to accept the Virtual wallet;
- For any indirect, special or consequential losses;

- For our taking any action required by any government, federal or state law or regulation or court order; or
- For anything specifically excluded or limited elsewhere in these terms and conditions and Conditions of Use.

However:

- Your liability for Unauthorised Transactions will be determined according to the ePayments Code; and
- We will not avoid any obligation to you under the ePayments Code on the basis that another party to a shared electronic payments network (to which we are also a party) has caused the failure to meet the obligation.

Our liability in any event shall not exceed the amount of the Available Balance except in relation to:

- Unauthorised Transactions; and
- Consequential losses arising from a malfunction of a system or equipment provided by any party to a shared electronic network (unless you should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability is limited to correcting any errors and refunding any fees or charges imposed on you).

If any warranties or conditions are implied because of Part 2 of the Australian Securities and Investments Commission Act 2001 or any similar law in respect of services supplied under these Terms and Conditions or in connection with the Virtual wallet services, then our liability for a breach of such a warranty or condition will in any event be limited to:

- The supplying of the services again; or
- The payment of the cost of having the services supplied again.

United Currency Exchange (Distributor):

- Does not make or give any express or implied warranty or representation in connection with the Virtual wallet (including quality or standard or fitness for any purpose), other than as set out in the PDS and these Terms and Conditions or when the warranty or representation is imposed or required by law and cannot be excluded; and
- Is not liable for any loss you suffer (including indirect or consequential loss) arising in connection with the Virtual wallet (whether a failure to provide the Virtual wallet or its loss, theft or destruction).

United Currency Exchange obligation to the Virtual wallet users in relation to the functionality of its Virtual wallet is limited to securely supplying information to the relevant ADI in order to allow the use of the AUD Virtual wallet within a device wallet and within Australia. United Currency Exchange is not otherwise liable for the use, functionality or availability of the Device wallet and Virtual wallet, the availability of compatible



device, or a reduced level of service caused by the failure of third party communications and network providers (except to the extent that we are deemed liable under the ePayments Code).

You will need to agree to the respective Virtual wallet Issuer's terms and conditions in order to use the Virtual wallet.

Any failure to enforce, or delay enforcing, a term of these Terms and Conditions does not mean a waiver of them.

15.13. ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING OBLIGATIONS

United Currency Exchange is subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and the rules and other subordinate instruments under the Act (AML/CTF Laws). Before the Virtual wallet can be activated, United Currency Exchange is obliged to collect certain identification information from you (and verify that information) in compliance with the AML/CTF Laws. Customer identification information includes detailed 'Know Your Customer' (KYC) information about the Virtual wallet user such as:

- Full Name, and
- Full Address,
- Date of birth.

United Currency Exchange may be prohibited from offering services or entering into or conducting transactions with you if you do not provide this information.

You should be aware that:

- United Currency Exchange is not required to take any action or perform any obligation under or in connection with the Virtual wallet services if it is not satisfied as to your identity, or where there are reasonable grounds to suspect that by doing so it may breach the AML/CTF Laws;
- Transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of another country). Where transactions are delayed, blocked, frozen or refused, United Currency Exchange is not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Virtual wallet services;
- United Currency Exchange may from time to time require additional information from you to assist us in the above compliance process; and
- Where legally obliged to do so, United Currency Exchange will disclose the information gathered to regulatory and/or law enforcement agencies, banks, service providers or to other third parties.

You provide United Currency Exchange with the following undertakings and indemnify United Currency Exchange against any potential losses arising from any breach by you of such undertakings:

- You will not initiate, engage or effect a transaction that may be a breach of Australian law or sanctions (or the law or sanctions of any other country); and
- The underlying activity for which your Virtual wallet service is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

15.14. PRIVACY AND INFORMATION COLLECTION

United Currency Exchange (in this Privacy Statement referred to as "we"), collects your Personal Information along with information regarding your Device (such as device type and model, operating systems and security information) so that we can establish and administer the Virtual wallet provided to you.

Examples of Personal Information we collect include: names, addresses, email addresses, and phone numbers.

When we collect personal information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

We collect and store your personal information for the primary purpose of creating and managing your AUD Virtual wallet. As part of this process, we use this information to verify your identity so that we can comply with Anti-Money Laundering and Counter Terrorism Financing laws. We may also use your personal information to communicate with you and in circumstances where you would reasonably expect such use or disclosure.

We will only use your Personal Information to:

- To ensure that the Virtual wallet properly functions with your Device
- To assist in arrangements with other organisations in relation to the provision of a product or service;
- To perform administrative and operational tasks (including systems development and testing);
- To prevent or investigate any fraud or crime (or a suspected fraud or crime);
- Satisfy identification requirements under the Anti-Money Laundering & Counter-Terrorism Financing Act 2006 (Cth) and the Rules and other subordinate instruments under that Act and such information may be exchanged with verification agencies (which may be overseas).

We may also exchange information with third party Providers:

- To enable the use of the Virtual wallet with the Device Wallet and to improve and promote the third party Providers generally; and
- To detect and address suspected security breaches or fraud.

Without your information, we cannot make the Virtual wallet available to you and you should not apply for the product.

If you provide us with Personal Information about someone else, you should ensure that you are authorised to do so and agree to inform that person of the contents of this notice.

Information will be disclosed to third parties about the Virtual wallet, or transactions made with the Virtual wallet, whenever allowed by law and when necessary:

- For completing a transaction; or
- In order to verify the existence and condition of a Virtual wallet; or
- To utilise services of affiliates who assist in providing a Virtual wallet; or
- If you give us permission; or
- If you owe us money; or
- If there are legal proceedings or a complaint in connection with the Virtual wallet; or
- To protect against potential fraud and other crimes.

We may disclose your personal information outside Australia.

By applying for and using our Virtual wallet, you consent to us collecting, using and disclosing your Personal Information under these terms and conditions in the manner described above.

Our Privacy Policies sets out how you can access and correct information we hold about you, how you can complain about a breach by us of your privacy rights and how your complaint will be handled. Our Privacy Policies are available at:

United Currency Exchange:

https://unitedcurrencyexchange.com.au/documents/Privacy_policy_20251008.pdf

You may contact United Currency Exchange Privacy Officer in relation to your Personal Information (or to opt out of marketing) admin@unitedcurrencyexchange.com.au

15.15. COMMUNICATIONS

You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions (including information under the ePayments Code such as statements) by either:

- Sending the notice, information or communication using Electronic Communication; or
- Using Electronic Communication to notify you that the notice, information or communication is available from an electronic address (such as the Website)

You may vary your nominated email address for Electronic Communication by notifying us through the Website and satisfying us of your identity.

In addition, we may give you notices, information or other communications to you relating to the Virtual wallet (including information under the ePayments Code such as statements):

- By Electronic Communication to your email address last known to us or which you last gave us for sending notices and communications to you; or
- If the notice or communication is not personal to you – by publishing a notice to the Website or to the Mobile application.

If we give a notice, information or other communication to you electronically, you are taken to have received it on the day it is transmitted.

You agree that, for the purpose of telephone communications originated or received by us and for the purpose of Electronic Communications received by us or through the Website, we:

- May verify your identity by reference to any or all of the information given by you when applying for the Virtual wallet or during the Virtual wallet activation or any changes made to this information; and
- May proceed on the basis that we are satisfied by that verification.

15.16. KEEPING YOUR CONTACT DETAILS UP TO DATE

You must notify us immediately of any change to your address and other contact details by updating your details through the Mobile application or emailing us at card@unitedcurrencyexchange.com.au. We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details you have provided.

We accept no responsibility or liability for late, lost or misdirected messages, text messages, SMS, or emails caused by inaccurate provision of personal details by you, or by system constraints or failures experienced by your email or mobile phone service providers.

15.17. CHANGES TO THESE TERMS AND CONDITIONS

We may change these Terms and Conditions and any information in our PDS relating to the Terms and Conditions (including fees and charges and load and transaction limits) at any time without your consent for one or more of the following reasons:

- To comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice; or
- To reflect any decision of a court, ombudsman or regulator;
- To reflect a change in our systems or procedures, for security reasons; or
- As a result of changed circumstances (including by adding benefits or new features); or
- To respond proportionality to changes in the cost of providing the Virtual wallet service; or
- To make them clearer.

Except in the case of changes to fees and charges or the introduction of a new fee or charge and any changes that are not materially adverse, we will notify you at least 30 days before any changes to these Terms and Conditions take effect.



If the change involves an increase to our fees and charges or the introduction of a new fee or charge, we will give you notice at least 30 days before the change takes effect.

We will notify you of the above changes to these Terms and Conditions by sending an individual notice to you (either by giving it to you personally or by electronic communication).

If a change to this PDS, including these Terms and Conditions, is not materially adverse, we may update the information by making information about the change available on the Website or on our Mobile application. You can obtain a paper copy of this information on request free of charge.

However, changes necessitated by an immediate need to restore or maintain the security of the system in which the Virtual wallet is used can be made subject to the law and the ePayments Code without prior notice.

15.18. THE WEBSITE & MOBILE APP

Although considerable effort is expended to make the Website, the Mobile application, and any other operating communication channels available at all times, no warranty is given that these channels will be available and error free every minute of every day.

You agree that we are not responsible for temporary interruptions in service due to failure beyond our control including, but not limited to, the failure of interconnecting operating systems, computer viruses, and forces of nature, labor disputes and armed conflicts.

15.19. GOVERNING LAW

Any legal questions concerning these Terms and Conditions, the agreement between you and us (which is governed by these Terms and Conditions) or the Virtual wallet will be decided under the laws of Victoria, Australia.

Any legal proceedings concerning these Terms and Conditions, the agreement between you and United Currency Exchange (which is governed by these Terms and Conditions) or the Virtual wallet may be conducted in the courts at Melbourne, Victoria, Australia.