United Global Pay



ON-LINE REMITTANCE TERMS AND CONDITIONS

STATEMENT

In these terms and conditions, United Global One Pty Ltd referred to as "United Global Pay" "UGP" "we" "our" or "us". The purpose of these terms and conditions is to describe United Global Pay business practices and your obligations as the user of our website. The website of <u>https://unitedglobalpay.com</u> (the "Site) and its contents is owned by both United Global One Pty Ltd t/as United Global Pay (ABN 71 617 147 627).

United Global Pay reserves the right to alter, update, amend or change these terms and conditions without prior notice. You are fully responsible for reviewing these terms and conditions as such alterations or amendments of the terms and conditions will govern your continued use of the site.

The website and information offered to you conditional to your acceptance without modification of the terms, conditions, and notices contained herein (ON-LINE REMITTANCE TERMS AND CONDITIONS). The use of this Site by you constitutes your agreement to comply with these terms and conditions.

The term of "you" in these terms and conditions refers to all individuals or entities accessing or using this website for any reason. Individuals in these terms and conditions mean persons who are over 18 years of age who are Australian residents and accessing this facility from our website. The suppliers, the third party agencies/representatives in these terms and conditions mean all external third party providers in which United Global Pay engages in the Site.

We, in our sole discretion, reserve all the rights to reject or to refuse providing our service to any individual or any business for any reason. United Global Pay 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 from this On-Line Remittance Facility.

NOTICE OF AGREEMENT

Our website is designed to assist you conveniently in transferring/remitting funds in and out Australia through registered user accounts and registered bank accounts. Products and services offered by us on the Site may change at any time without notice. Accordingly, United Global Pay, 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 relevant products and services from time to time without notice.

The Site is provided for you to transfer funds in and out Australia for your personal holiday, family support, and business travel use only. You must not use the Site for any illegal or criminal activities and commercial purposes. You must not use the Site for speculative trading or investment, or any other purposes. You must not vary, modify, distribute, copy, display, perform, reproduce, publish, license, transfer, retransmit, lend, or sell any information, software, products or services obtained from the Site. Any breaches or violations of these terms and conditions by you may result in legal action being taken by United Global Pay against you.

Should you not agree with our terms and conditions, you must not use and must not conduct any remittance transactions through our website.



PROHIBITED USE AND REDISTRIBUTION RIGHTS

By using the Site, you have agreed that you will not use the Site for any purpose that is unlawful or prohibited by these terms and conditions. The site is not intended for distribution to, or use by, any individual or entity in any jurisdiction or country where such distribution of use would be contrary to local law or regulation. You also fully agree that you will not redistribute, amend, copy, or commercially use any data, information or materials found on the Site without United Global Pay's written permission, which permission may be withheld in UGP's sole discretion.

INTELLECTUAL PROPERTY, CONTENTS, LICENSE AND COPYRIGHT

The Site is protected by Australian and International copyright law, intellectual property rights, and treaty provisions. Logos, trademarks, license, business names, trading names, products, technology, graphics, images, layouts and all of the Site contents owned by United Global Pay or by other third party agencies/suppliers. You may copy or use the information or contents on the Site subject to written permission of United Global Pay. You must not breach or violate any third party's intellectual property rights in any jurisdiction in using this Site.

ON-LINE REMITTANCE PROCESSES

In order to comply with the relevant laws and regulations, it is mandatory that you must provide the requested information for us to remit/transfer your funds in and out Australia. We reserve the rights to request further information from you in order to process, authenticate, or verify your transaction. We will use variety of procedures to authenticate, verify, and monitor each order and each transaction. United Global Pay reserve the right to cancel your transaction or refuse to process your transaction if you fail to supply the required information to authenticate or verify your transaction.

You must follow the instructions and complete mandatory remittance details and information in order to transfer/remit your funds from our website. You could correct errors or mistakes in your registration process before clicking the submit button to submit your registration and transaction. You must complete your registration then your transaction before your session times out. Otherwise you will need to restart the process again. By submitting your registration and transaction, you have confirmed that all relevant information and details, including beneficiary's bank account details and SWIFT code, submitted in our website, are true and correct in all respects. You can amend/alter your personal details and information when you access your user account, however, you will not be able to correct any errors or mistakes in the transaction details once submitted. You will not be able to cancel any transactions once submitted as the value of transaction changes all the times.



EXCHANGE RATES

Exchange Rates in the Site are subject to change from time to time without prior notice. We may use both dynamic and static exchange rate mode in determining our exchange rates in the Site. Our dynamic exchange rates model are updated every minute interval as we are aiming to provide you with the most competitive exchange rates. The exchange rate will be locked in for several minutes for you until the transaction has been submitted to us. The chosen exchange rate will be the applicable exchange rate for your remittance order/transaction. Your remittance order information and the applicable exchange rate are also set out in the confirmation email. Failure to submit your order within specific timeframes will result an automatic update on the applicable exchange rate for your transaction.

Applicable exchange rate for your order is absolutely non-negotiable once your remittance order is submitted.

ACCURACY OF REMITTANCE OR TRANSFER INFORMATION

When you are using our service, you have consented and agreed to provide us with full and accurate information as required by us to the best of your knowledge for the purpose of transferring your funds. United Global Pay will not be responsible for any delay, loss, or incorrect payment to the beneficiary due to incomplete or incorrect information provided by you when using our service. A Bounced back or a Refunded transaction due to incorrect beneficiary details will incur AUD 30 to re-send again per transaction. Please ensure the beneficiary details are correct prior booking and paying your invoice.

AVAILABLE CURRENCY & COUNTRY FOR ON-LINE REMITTANCE

You could only remit/transfer those currencies listed in the Site. The available currencies for you to remit/transfer in the Site are subject to change from time to time at our sole discretion without prior notice.

Due to sanction laws and regulations, the available countries to remit your funds from Australia to overseas are limited and are also subject to change from time to time at our sole discretion without prior notice.

ON-LINE REMITTANCE LIMITS

- Maximum Limit for Approved Individuals You must not remit/transfer funds in and out Australia exceeding the equivalent of AUD 1,000,000 per transaction. This could be combination of currencies.
- b. Maximum Limit for Approved Business Customers Business/Corporate customers must not remit/transfer funds in and out Australia exceeding the equivalent of AUD 3,000,000 per transaction. This could be combination of currencies.

The above limits are subject to change from time to time at our sole discretion without prior notice. Each country limit may vary and differ from above.



FOREIGN CURRENCY EXCHANGE RESTRICTIONS

Currency availabilities and limits are subject to a country's monetary regulations and foreign currency exchange restrictions. We reserve the rights, at our sole discretion, to update currency availabilities and limits from time to time without prior notice.

United Global Pay recommend that you always check and read the relevant laws and regulations of the country you are transferring the money to via the relevant government website. In Australia, you can find some useful information by visiting following websites:

- www.smarttraveller.gov.au
- <u>http://dfat.gov.au/travel</u>
- https://dfat.gov.au/international-relations/security/sanctions/sanctions-regimes

PAYMENT OF YOUR REMITTANCE ORDER

We only accept EFT (Electronic Fund Transfer) from your bank account as a payment method for your remittance. You must register with your financial institution to be able to make payment using your Internet/Mobile banking facility. You will be able to make payment to us via your online account, phone banking, or mobile.

Once you submitted your online remittance order, you will receive your remittance order invoice with the total amount, a transaction reference number, and our bank account details with our SWIFT code. You must make payment to our nominated bank account via EFT within 90 minutes of the placement of your remittance order in the Site.

YOUR ORDER WILL BE AUTOMATICALLY CANCELLED IF NOT PAID WITHIN 90 MINUTES OF THE PLACEMENT OF YOUR ORDER IN THE SITE.

Due to Money Laundering regulations, you must not pay your on-line remittance invoice via Over-The-Counter Cash Deposit to our bank account. All order must be paid using EFT. Payment with EFT must be made only from your own bank account, not from any third party bank account. We will not process your transaction if it is paid using third party bank account.

Payment using a third party bank account will result an automatic cancellation of your order. We will return your payment to the bank account which was being used to make the payment for your order. It may takes up to 2 weeks to refund your money into the bank account used due to the banking system and compliance reason.

Please ensure you have sufficient funds in your bank account prior making the full payment, as on the invoice, via EFT.



CONFIRMATION OF YOUR ORDER AND PAYMENT

Once you click the submit button, our On-Line Remittance Facility will display the summary of your order in details. You cannot change any remittance/transfer order and instruction that has been submitted to us.

We, at our sole discretion, reserve the rights to refuse or to process any order that we receive.

You will receive an email confirmation from us to notify that your payment has been received by us and your order is ready to be remitted / transferred to the nominated beneficiary account. The email confirmation will also display the beneficiary account details including the total amount remitted / transferred.

REMITTANCE/TRANSFER DATES

Your funds will be transferred to the beneficiary account within 2 business days from the day in which we have received your payment in our bank account via EFT.

There is a cut-off time of making payment using EFT. When you place remittance order after 12.00 pm AEST (Australian Eastern Standard Time), please allow 1 extra business day for us to receive your payment into our bank account and to process your order.

You will receive an email confirmation to notify you that your funds have been transferred to the beneficiary once we have received your payment in our bank account.

Regardless of any circumstances, United Global One Pty Ltd will not transfer/remit your funds to any third party, other than the beneficiary, due to legal and compliance reasons.

We will reasonably endeavour to transfer your funds according to the day and time specified in the confirmation email, however, we cannot be held responsible should we fail to transfer your funds for whatever reasons. We will return your money in full. Refund will be automatically credited into your bank account.

It may takes up to 2 weeks to refund your money into your bank account due to the banking system.

We may update the remittance order period and collection period from time to time, at our sole discretion, without prior notice.



REMITTANCE ORDER CANCELLATION

Regardless of any circumstances, you cannot cancel your remittance order once you have made payment.

The beneficiary overseas must firstly receive your funds from the beneficiary bank account and then remit/transfer the funds back to you.

This may result a loss for you as the exchange rate at the time of your initial transfer transaction may be different from the exchange rate when your beneficiary transferring back the funds to your bank account.

OUR COMMISSION AND FEES

We charge you a transfer fee on top of our exchange rate, for all in-bound, outbound and domestic transactions. Our transfer fee ranges from Fee Free Sending transaction up to AUD 25. Our transfer fee is available on our website. A Bounced back or a Refunded transaction due to incorrect beneficiary details will incur AUD 30 to re-send again per transaction. Please ensure the beneficiary details are correct prior booking and paying your invoice.

OVERSEAS BANK FEES & DESTINATION COUNTRY CHARGES

In some situations, which are beyond our controls, the overseas bank where your funds transferred to; will directly/automatically charge additional fees/charges by deducting the amount from money you send. In addition, when you are using our service, you have also agreed to pay all the fees and charges for the remittance service to happen, including any domestic/local taxes or surcharges that may apply to your remittance service in the destination country.

ACCEPTED PHOTO IDENTIFICATION DOCUMENTS

We only accept original/certified copy of either your Passport or Australian issued Driver License from you to register with us in Australia.

POLITICALLY EXPOSED PERSON AND WATCHLISTS

To comply with the money laundering and terrorism financing regulations, we will refuse to process your remittance order if your full name or your beneficiary's full name is listed in one of the government Watchlists or in one of the Sanction Lists. If we find out that you are acting on behalf of sanctioned individual or entity, we will suspend your transaction, confiscate your payment, and de-register you from the Site. Your payment money or your order will be presented to Australian Federal Police.



USE OF COMMUNICATION FACILITIES

The Site may contain forums, blogs, reviews, photos, videos, chat groups or other communication facilities which designed and provided to enable you to communicate with others. You must agree not to use these facilities to abuse, defame, distribute improper materials, harass, threaten or violate other relevant legal rights of others.

You agree to only use these communication facilities to mail, send, and receive messages and material that are appropriate, proper, and when applicable related to these Communication Facilities.

United Global Pay do not have obligations to monitor the Communication Facilities and Services, however, UGP reserves rights to review and to remove any materials, at its sole discretion, without prior notice. UGP may also terminate your access to these Communication Facilities any time, without notice, for any reason whatsoever.

LINKS TO THIRD PARTY

The United Global Pay website may provide links to other websites for customer convenience and information. We do not endorse or make any representatives and do not control those other sites or their privacy practices. We are not responsible for the privacy practices or the content of such websites. It is your own responsibility as customer to review the other sites privacy policy before submitting your Personal Information.

United Global Pay shall not be responsible or liable to any dealings or transactions you may have with third parties (including advertisers). Any dealings with third parties included in the Site or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, or warranties associated with such dealings or promotions are solely between you and the other third party agencies.

Products and services offered by the third parties on the Site may change at any time without notice. Accordingly, United Global Pay, 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 relevant products and services from time to time without notice.



DISCLAIMER & LIMITATION OF LIABILITY

The use of the Site is at your own risk. United Global Pay, including its directors, officers, employees, shareholders and other representatives are not responsible or liable to any loss or damage (including financial and negligence) you may suffer directly or indirectly as a result of accessing or using the Site, purchasing products or services offered on the Site, or downloading any content thereon.

To the extent required by applicable law, United Global Pay do not represent and do not provide warranties of any kind regarding:

- Any information and materials provided by the third parties and accessible on or through the use of the Site;

- The results obtained by you from the use of the information, data, and materials from the Site;

- The accuracy, timeliness, the completeness or the up-to-dateness of any information contained within, or available through the access or the use of the Site, including but not limited to any foreign exchange related products, currency exchange rates and associated fees and charges;

- The security, errors, viruses or defects which may interrupt you to access or use the Site;

- The suitability of the products and services described, displayed, offered or provided in the Site for you.

Regardless of any circumstances, this limitation of liability applies to all damages of any kind including but not limited to direct, indirect or consequential damages, compensatory, personal injury, loss of data, income or profit, loss of or damage to property and claims of third party.

By accessing, using or downloading any content on the Site indicates that you agree to indemnify and hold United Global Pay, its subsidiaries, affiliates, officers, directors, employees, and other associated representatives, harmless from any claim, demand or damage including but not limited to attorneys' fees and charges, asserted by any third party or raising out of your use of, or conduct on the Site.

LINKS AND COOKIES

The Site may contain links to other websites controlled or provided by other third party agencies, including non-affiliate of United Global Pay. United Global Pay do not endorse, promote, or recommend any products or services offered, advertised, or provided by such linked site, nor is United Global One Pty Ltd is liable for any failure or defect of any products or services offered or advertised at such linked site. You are responsible to read, review and understand the privacy statements and terms of use posted at such linked site.

UGP disclaims liability of any information, data, report, materials, contents, products or services displayed, posted, or offered at any linked sites.

UGP do not use cookies to record any personal information. Your ability to access or use the Site may be limited or restricted if you disable the use of cookies on your web browser.



GOVERNING LAW

The access and use of the Site and its contents shall be subject to all applicable laws and regulations of Victoria, Australia. United Global Pay may enforce these terms and conditions in the jurisdiction of any United Global Pay affiliate. You agree that the access or use of this Site will not create any partnership, employment, agency relationship, franchise or joint venture relationship between you and United Global One Pty Ltd.

Regardless of any circumstances, you have unconditionally agreed to waive any right that you may have to object to an action being brought in any court. If any provision of these terms and conditions including the warranty disclaimers and liability limitations set above is found to be void, illegal or unenforceable for unfairness or any other reason, the remaining provisions of these terms and conditions shall continue in effect to the extent possible as if the invalid or unenforceable provision had never existed.

CHANGES & TERMINATION

United Global Pay, at its sole discretion, may alter, change, amend, or terminate these terms and conditions without notice. Any breach or violation of these terms and conditions by you may result immediate termination of your registration with the Site, your ability to access or use the Site, any agreement between you and United Global One Pty Ltd, and/or any other service provided by United Global One Pty Ltd to you.

LAWS AND REGULATIONS

By using the Site, you are bound to comply with all relevant Anti Money Laundering and Counter Terrorism Financing laws and regulations.

COMPLAINTS

Please do not hesitate to contact us when you have complaints and comments about our On-line Remittance Facility. United Global Pay takes this matter seriously. We will listen, acknowledge, understand, and do everything we reasonably can to solve the problem.

We will record your complaint, inform you the progress, and provide a final response to you within 30 business days. Following are our complaint procedures:

- Stage 1: Contact us immediately via email (<u>contact@unitedglobalpay.com</u>). You need to provide us your complaint or comment in writing to help us efficiently resolving your complaint.
- **Stage 2:** Our Compliance Officer will conduct an internal investigation, inform you with the progress, and contact you with the results within 30 business days.
- **Stage 3:** If you are still unsatisfied with our Compliance Officer solution to the matter, you can refer the matter to the Australian Financial Complaint Authority to solve the matter in accordance to their rules and policy.

These On-line Remittance Terms & Conditions are updated on 12th of July 2021