SecurePaid Pty Ltd and Amanacard Foundation Pty Ltd hold the exclusive licence to use the registered trademarks of Amanacard, SecurePaid, and SecureAid in Australia.

Amanacard Portal User Agreement – Australia

Updated August 2026

---

1. CONTRACT FORMATION AND OVERVIEW

1.1 These Terms and Conditions govern the terms under which you may access and use this website and the services associated with it (together, the "Service"). By accessing, registering with and using the Service, you agree to be bound by the terms of the Terms and Conditions. If you do not wish to be bound by the Terms and Conditions do not access, register with or use the Service. The language of these Terms and Conditions is English and all Services, instructions and transactions carried out in connection with it shall be in English.

1.2 In these Terms and Conditions, the terms "Amanacard", "we", "us", and "our" refer to SecurePaid Pty Ltd ABN 46 682 725 515 ("SecurePaid", trading also as "SecureAid" and "Amanacard").

1.3 SecurePaid Pty Ltd is registered in Australia as an Independent Remittance Dealer with AUSTRAC Account Number 100885011. SecurePaid provides the Service through an electronic network of authorised partners and representatives worldwide.

1.4 SecurePaid Pty Ltd is part of the Amanacard group of companies, whose parent is Huozhi Limited, incorporated in England and Wales under registration number 10187997. Payments collected in Australia are collected by SecurePaid Pty Ltd or by Amanacard Foundation Pty Ltd, an Australian charitable company registered with the Australian Charities and Not-for-profits Commission (ACNC No. 14678256687) under the Charities Act 2013 (Cth).

1.5 The terms "you" and "your" refer to users of the Service, whether in their capacity as Senders, Recipients, or visitors to this website.

1.6 These Terms and Conditions are effective from August 2026. The Terms and Conditions may change from time to time, but changes will only be effective from the date they are made and will not change the terms on which you previously used the Service.

1.7 The Service was created to assist customers to send money to their family and friends, and e-gifts to people around the world in need of help to cover their household bills. The Service is also used by registered organisations, including humanitarian and not-for-profit organisations, to make payments to their personnel and to people and partners they support. Where you use the Service as an organisation rather than as an individual, clause 4.12 applies to you. For security reasons, we recommend that you only send money through the Service to people you know personally or who are independently verified or accredited by Amanacard.

1.8 Which terms apply to you. Amanacard publishes more than one version of these Terms and Conditions. The version that governs your use of the Service is determined by the Amanacard entity that collects your funds, which in turn depends on the collection account and corridor you use for a given Transaction. Where your funds are collected by the United Kingdom entity, the United Kingdom version applies and the laws of England govern. Where your funds are collected by the Australian entity, the Australia version applies and the laws of the State of Victoria govern. The applicable entity and account are confirmed to you on the final page of each order before you authorise it, and every current version is published at amanacard.com/legal. If you use more than one corridor, the version applicable to each Transaction is the one in force for the entity that collected the funds for that Transaction.

1.9 The capacity in which we act. We act as an intermediary between a payer and the supplier of goods and services: you consent through the Portal to a payment being made, we receive that payment, and we transfer it to the supplier, the payee or the Recipient you have nominated. Where the payment is for utility, household or other living costs, we provide that bill payment service on your behalf as payer.

1.9.1 We act as agent of the payer. We do not act as agent of the payee, the supplier or the Recipient, and we do not accept payment on their behalf.

1.9.2 It follows that payment of a Transaction Amount to us does not discharge, settle or reduce any debt or obligation you owe to a payee, supplier or Recipient. That obligation is discharged only when the payee, supplier or Recipient is actually paid. Until then the funds remain your funds, held as set out in clause 3.7, and are returnable to you under clauses 3.2, 5 and 8.1.

1.9.3 Where a Transaction involves the cross-border transmission of value, that element of the Service is performed by the entity within the Amanacard group that is registered for that activity in the relevant jurisdiction, as described in clause 1.8.

2. DEFINITIONS

In these Terms and Conditions:

"Credited Amount" means the amount credited to the Recipient, after any foreign exchange conversion and excluding Local Taxes.

"Deductible Costs" means the fees, charges, commissions, deductions and losses actually charged to, or actually suffered by, us or any of our Service Providers as a consequence of your instruction, error, omission or request, as further described in clause 5.8.

"Destination Country" means the country in which the Recipient receives money through the Service.

"E-Gift" means an aid donation provided to cover the bills of people in crisis situations who are unable to get the goods and services they need without external support.

"Local Taxes" means any taxes or charges payable in the Destination Country.

"Organisational User" means a company, business, charity, non-governmental organisation or other entity which is not a human individual and which we have confirmed in writing may use the Service in accordance with clause 4.12.

"Payment Instrument" means a valid instrument of payment such as a bank account, debit card or credit card.

"Portal" means the website that allows people to transfer funds.

"Recipient" means the individual person, or the local organisation, who receives money or an e-gift through the Service.

"Sender" means someone who uses the Service to send money or buy an e-gift.

"Service Fee" means the fee plus any additional charges applicable to each Transaction.

"Service Provider" means a local bank, money exchange house, or other third-party service providers in the Destination Country with whom Amanacard works in providing the Service.

"Submitted Transaction" means a Transaction which you have submitted through the Portal and in respect of which we have received cleared funds from you.

"Transaction Amount" means the amount of money that the Sender wishes to send to the Recipient, excluding any applicable fees and prior to any foreign exchange conversion.

"Transaction" means a specific instruction to send money through the Service.

3. OUR OBLIGATIONS

3.1 Subject to these Terms and Conditions, we agree to provide the Service to you using reasonable care. The Service may not be available in whole or in part in certain regions, countries, or jurisdictions.

3.2 We are not obliged to process any particular Transaction. When you submit a Transaction, you are requesting that we process the Transaction on your behalf. We may, in our sole discretion, choose whether or not to accept the offer to process that Transaction. However, if we decide not to process the Transaction, we will notify you promptly of that decision and repay the money paid to us in full.

3.3 Amanacard reserves the right to modify or discontinue the Service or any part of the Service without notice, at any time and from time to time. We may, in our absolute discretion, refuse any Transaction or limit the amount to be transferred, either on a per transaction basis or on an aggregate basis, and either on individual accounts or on related accounts.

3.4 We may, in our sole discretion, refuse Transactions from certain Senders or to certain Recipients, including but not limited to entities and individuals on restricted or prohibited lists issued from time to time by Australia, the UK Government, the European Union and the US Department of the Treasury. In addition, not all Payment Instruments are available to all customers at all times and we may, in our sole discretion, refuse Transactions funded from certain Payment Instruments.

3.5 We will attempt to process Transactions promptly, but any Transaction may be delayed or cancelled for a number of reasons including but not limited to: our efforts to verify your identity; to validate your Transaction instructions; to contact you or your Recipient; or otherwise, to comply with applicable laws; or due to variations in business hours, bank holidays and currency availability.

3.6 We will attempt to provide Senders and Recipients with up-to-date information regarding the location and opening hours of our Service Providers by means of information on our website. However, you agree that Amanacard shall not be held responsible for any inaccuracies that may appear in that information or any consequential loss which may result from incorrect or incomplete information.

3.7 How we hold your funds.

3.7.1 Funds you pay to us in respect of a Transaction are received into a designated client monies account held with a prudentially regulated financial institution. That account is used only for the receipt, holding, safeguarding and disbursement of client monies. It is not used for the operating funds of Amanacard or of any other entity in our group, and it is not used for investment, lending or working capital.

3.7.2 Your funds are placed into that account promptly on receipt and, in any event, no later than the business day following receipt, subject only to unavoidable banking, payment-system or operational processing constraints.

3.7.3 Funds in that account are held as cash or cash equivalents. They are separately identifiable at all times through our group ledger and reconciliation records, and are reconciled against the account at least daily on any day on which payment activity has occurred.

3.7.4 Depending on the currency you send, the corridor it travels through and the Destination Country, your funds may be received by, held by, or transmitted through more than one entity in the Amanacard group and one or more regulated intermediary payment service providers or banking counterparties. We may change the designated client monies account, the entity that holds it, or the intermediaries used, from time to time and without amending these Terms and Conditions. Where we do so, the replacement account will continue to meet the standards set out in this clause 3.7 and your funds will remain separately identifiable throughout.

3.7.5 We maintain documented procedures to support the prompt and orderly return of client monies in the event of insolvency, cessation of business or regulatory intervention affecting any entity in that chain, including the provision of records and account information to any appointed insolvency administrator, trustee or liquidator.

3.7.6 Amanacard is not a bank or an authorised deposit-taking institution and does not hold deposits or issue electronic money. Funds held in the client monies account are not covered by any deposit guarantee or compensation scheme, including the Financial Claims Scheme, and we do not hold insurance or a guarantee in respect of them.

4. YOUR OBLIGATIONS

You agree that:

4.1 you will not access, use or attempt to use the Service as a Sender unless you are at least 18 years old, and that you have the legal capacity to form a binding legal contract in the relevant jurisdiction;

4.2 for each Transaction that you submit, you will pay us the Service Fee in addition to the Transaction Amount. Payment becomes due at the time that you submit your Transaction. If you submit a Transaction, or give us an instruction, or make an error or omission, which results in us or any of our Service Providers becoming liable for or incurring any charge — including but not limited to chargeback fees, recall, return, amendment, investigation or repair fees, intermediary deductions and losses on currency reconversion — you agree to reimburse us for all such amounts as Deductible Costs in accordance with clause 5.8;

4.3 in connection with your registration and use of the Service, you will:

4.3.1 provide us with true, accurate, current and complete evidence of your identity, and promptly update your personal information if and when it changes; including complete, valid personal identifying information (front and back of ID document), residential address information, proof/source of funds information in line with Regulatory requirements; verification of payment instruments/instructions etc;

4.3.2 provide our merchant with details of one or more Payment Instruments; and

4.3.3 provide us with true, accurate, current and complete information for all Transactions including beneficiary details and your relationship with them.

4.4 when you pay for a Transaction in one currency and the Recipient is paid in another currency, there will be a difference between the exchange rate at which we buy foreign currency and the exchange rate provided to you. SecurePaid and its Service Providers might generate income from this conversion. Currency conversion is based on SecurePaid's then-current exchange rate, which includes a small margin above interbank rates. The exchange rate will be disclosed before you authorise the Transaction;

4.5 when you are sending money under these Terms and Conditions, it is your responsibility to make sure all the Transaction details are accurate before submission. Once a Transaction has been submitted for processing it is not normally possible to change any of its details. You will be given the opportunity to confirm Transactions before submission and you must check the details carefully;

4.6 Amanacard will have no responsibility for any fees or charges you may incur by the use of a particular Payment Instrument to fund a Transaction. These may include but are not limited to unauthorised overdraft fees imposed by banks if there are insufficient funds in your bank account or "cash advance" fees and additional interest which may be imposed by credit card providers if they treat use of the Service as a cash transaction rather than a purchase transaction;

4.7 you will only use the Service to send money to people that you know personally or that Amanacard has accredited, and not to pay for goods or services. If, in breach of this clause, you choose to pay third parties for goods and services using the Service, you acknowledge that Amanacard has no control over, and is not responsible for, the quality, safety, legality, or delivery of such goods or services and that any such use of the Service is entirely at your own risk. If Amanacard reasonably believes you are using the Service to purchase goods or services without advising us of the nature of such a transaction, we reserve the right to cancel your Transaction(s);

4.8 both you and the Recipients will only act on your own behalf. You may not submit or receive a Transaction on behalf of a third person. If you intend to submit or receive a Transaction on behalf of a company, business or any entity other than a human individual, you must first inform Amanacard of your desire to do so and provide us with any additional information about the entity we may request in order that we may decide whether to permit the Transaction. Clause 4.12 sets out how that permission is given and what it covers;

4.9 in using the Service you will comply with these Terms and Conditions as well as any applicable laws, rules or regulations. It is a breach of these Terms and Conditions to use the Service to send money (a) to a Recipient who has violated the Terms and Conditions, or (b) in connection with illegal activity including without limitation money-laundering, fraud and the funding of terrorist organisations. If you use the Service in connection with illegal activity, Amanacard may report you to the appropriate legal authorities;

4.10 when using our website or the Service or when interacting with Amanacard, with another user or with a third party, you will not:

- breach these Terms and Conditions, or any other agreement between you and Amanacard;
- open more than one account, without our prior written permission;
- provide false, incomplete, inaccurate, or misleading information;
- allow anyone else access to your registration details, and will keep those details secure;
- refuse to provide confirmation of any information you provide to us, including proof of identity, source of funds/wealth; incomplete beneficiary details when requested or refuse to co-operate in any investigation;
- use an anonymising proxy (a tool that attempts to make activity untraceable); or
- copy or monitor our website using any robot, spider, or other automatic device or manual process, without our prior written permission.

4.11 Amanacard may, as necessary in providing the Service, store all information required of a Recipient to prove his or her identity or associated with their specific Transaction. Such proofs may include a suitable form of valid, unexpired identification from a list of acceptable papers provided by the Service Provider, and/or a Transaction tracking number.

4.12 Organisational Users. Where you wish to use the Service as an entity rather than as an individual, the following applies:

4.12.1 you must notify us before your first Transaction and provide the information about the entity that we reasonably request, including evidence of its registration, its beneficial ownership and the identity and authority of the individuals who will operate the account;

4.12.2 if we agree, we will confirm to you in writing that you may use the Service as an Organisational User. That written confirmation forms part of these Terms and Conditions and records any conditions attaching to it. Clause 4.8 is satisfied in respect of that entity from the date of our confirmation;

4.12.3 you must tell us promptly if the individuals authorised to operate the account change, and you remain responsible for all Transactions submitted through your account; and

4.12.4 for the purposes of clause 4.7, a Recipient whom Amanacard has accredited is a permitted Recipient. This includes personnel, appointed representatives and local partners of an Organisational User who have been onboarded and accredited by us. Payment of third-party suppliers for goods or services is not covered by these Terms and Conditions and requires a separate written agreement with us.

4.12.5 you must reconcile the amount you remit to us against the Transaction you have submitted before sending funds, and you must ensure that the individual who authorises the remittance is one of the individuals notified to us under clause 4.12.1. Where a remittance does not match a submitted Transaction, clause 5.6 applies and the Deductible Costs under clause 5.8 are payable by you.

5. CANCELLATION AND REFUNDS

5.1 If you have any problems using the Service you should contact us through the channels listed at the end of this Terms and Conditions.

5.2 You have the statutory right to cancel your agreement with us after you have submitted a Transaction. This right of cancellation continues until three days after you have submitted the transaction, or until we have completed the contract by paying the Credited Amount to the Recipient, whichever is the earlier.

5.3 If you wish to exercise your right to cancel under this clause, you must submit a written request to one of the contact points listed at the bottom of these Terms and Conditions, giving the Sender's full name, address, and phone number, together with the Transaction tracking number, Transaction Amount, and the reason for your refund request.

5.4 Any refunds will be credited back to the same Payment Instrument used to fund the Transaction and in the same currency, less any Deductible Costs payable under clause 5.8. No adjustment will be made for any currency fluctuations which may have occurred in the meanwhile, and where the funds have already been converted into another currency the amount refunded will be the amount realised on reconversion.

5.5 Refund claims arising from a refusal or inability to provide additional information, from a requirement that you take steps to confirm ownership of your Payment Instruments or email address, from verification of your information against third party databases or other sources, or from compliance with any applicable regulatory requirement, will be subject to the Deductible Costs set out in clause 5.8, including our administrative charge.

5.6 Funds received in the wrong amount, or paid to us in error.

5.6.1 It is your responsibility under clause 4.5 to ensure that the amount you remit to us matches the Transaction Amount and Service Fee shown on the Transaction you have submitted. We are not obliged to begin processing a Transaction until we have received cleared funds matching it.

5.6.2 If we receive from you an amount which is more or less than the amount due on a submitted Transaction, or an amount which we cannot match to any Transaction, we will contact you using the details we hold for you and ask you to instruct us whether you wish us to (a) apply the funds to a corrected Transaction, (b) hold the funds pending your further instruction, or (c) return the funds to the account from which they were sent.

5.6.3 Pending your instruction we will hold the funds in accordance with clause 3.7. We do not pay interest on funds held, and we are not liable for any delay to the underlying Transaction, or for any exchange rate movement, arising from a mismatch between the amount you remitted and the amount due.

5.6.4 Where funds are returned to you under this clause, the amount returned will be the amount actually received by us less any Deductible Costs payable under clause 5.8.

5.7 Requests to cancel, recall, amend or return a Transaction after processing has begun.

5.7.1 Once we have passed a Transaction to a bank, payment service provider, correspondent or other Service Provider, a request from you to cancel, recall, amend, redirect or return that Transaction is a request only. We cannot guarantee that it will succeed, and the receiving institution, the intermediary institution or the Recipient may decline it or may be prevented by local law from acting on it.

5.7.2 On receiving such a request we will use reasonable endeavours to pass it on promptly to the institutions concerned and to keep you informed of the outcome.

5.7.3 You remain liable for the Deductible Costs arising from your request whether or not the cancellation, recall, amendment or return is successful, because those costs are charged to us by the institutions concerned in either case.

5.8 Deductible Costs.

5.8.1 Deductible Costs are the fees, charges, commissions, deductions and losses actually charged to, or actually suffered by, us or any of our Service Providers as a consequence of your instruction, error, omission or request. They include: (a) recall, return, amendment, investigation, tracer, repair and non-straight-through-processing fees charged by banks, correspondent banks, payment service providers or other intermediaries; (b) any amount deducted by an intermediary or receiving institution from funds in transit; (c) where funds have been converted into another currency, the loss arising on reconversion, being the difference between the rate at which that currency was bought and the rate at which it is sold back, together with any conversion charge; and (d) our reasonable charge for the time we spend dealing with the matter, including time spent in correspondence with, escalation to and negotiation with any bank, correspondent or intermediary, at the rate or rates notified to you before we undertake that work or published in our fee schedule..

5.8.2 We may recover Deductible Costs by deducting them from any amount otherwise returnable to you, by setting them off against any other funds we hold for you, or by invoicing you. Invoiced amounts are payable within fourteen days of the date of the invoice.

5.8.3 We will, on your written request, provide you with a breakdown of the Deductible Costs and evidence of the amounts charged to us by third parties.

5.8.4 This clause 5.8 does not apply, and we will bear the costs ourselves, where the error, delay or need for a recall was caused by our own breach of these Terms and Conditions or by the act or omission of a Service Provider acting on our instructions rather than yours. In those circumstances clause 8.1 applies instead.

5.8.5 Nothing in this clause 5.8 affects any statutory right you may have as a consumer, and we will not recover under it any amount which exceeds the loss we have actually incurred.

6. COLLECTION OF INFORMATION

6.1 Customer Identification Program. Canada, the UK, Australia and all European countries require all financial institutions to assist in the fight against money laundering activities and the funding of terrorism by obtaining, verifying, and recording identifying information about all customers. We may therefore require you to supply us with personal identifying information and we may also legally consult other sources to obtain information about you.

6.2 Verification and Checks. We will verify your residential address and personal details to confirm your identity. We may also pass your personal information to a credit reference agency, which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the UK Data Protection Act 2018 and the UK GDPR, British Columbia's Personal Information Protection Act, S.B.C. 2003, ch. 63 ("PIPA BC") and the Australian Privacy Act 1988.

6.3 By accepting these Terms and Conditions you authorise us to make any inquiries we consider necessary to validate the information that you provide to us. We may do this directly, for example by asking you for additional information, requiring you to take steps to confirm ownership of your Payment Instruments or email address; or by verifying your information against third party databases; or through other sources.

6.4 Data Privacy Policy. You consent to our processing your personal information for the purposes of providing the Service, including for verification purposes as set out in this clause. You also consent to the use of such data for communicating with you, and for statutory, accounting and archival purposes. You acknowledge that you have read and consented to Amanacard's Privacy Policy.

6.5 Government Disclosures. We may be required by law to provide information about you and your Transactions to government or other competent authorities as described in our Privacy Policy. You acknowledge and consent to our doing this. Please refer to the Privacy Policy for information on how your data is handled and processed, especially in the case of sensitive data.

6.6 Financial crime obligations. Entities in the Amanacard group are supervised for anti-money-laundering and counter-terrorist-financing purposes in the jurisdictions in which they operate — in the United Kingdom by HM Revenue & Customs under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, in Canada by FINTRAC under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, and in Australia by AUSTRAC under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006. Those regimes require us to carry out customer due diligence and, where risk requires it, enhanced due diligence; to monitor Transactions on an ongoing basis; to screen Senders, Recipients, merchants and agents against applicable sanctions lists; to report suspicious matters and prescribed cross-border transfers to the relevant authority; and to retain records for the period the applicable regime requires. We may delay, decline or cancel a Transaction, or decline to act on an instruction, where we consider it necessary to meet those obligations, and we may be prohibited by law from telling you why.

6.7 Pooled arrangements. Where funds for more than one Recipient are received or held together, we are required to understand and record the purpose of that arrangement and to be able to identify the amount attributable to each underlying Recipient. You agree to provide the information we reasonably request for that purpose, including the identity of each Recipient and the basis on which funds are attributed between them.

7. INTELLECTUAL PROPERTY

7.1 The myamana.direct portal and the Amanacard Service, the content, and all intellectual property relating to them and contained in them (including but not limited to copyrights, patents, database rights, trademarks and service marks) are owned by us, our affiliates, or third parties. All right, title and interest in and to the Amanacard portal and Service shall remain our property and/or the property of such other third parties.

7.2 The myamana.direct portal and the Amanacard Service may be used only for the purposes permitted by these Terms and Conditions or described on this website. You are authorised solely to view and to retain a copy of the pages of the Amanacard website for your own personal use. You may not duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the internet, or in any way distribute or exploit the Amanacard website, the Amanacard Service, or any portion thereof for any public or commercial use without our express written permission. You may not:

(a) use any robot, spider, scraper or other automated device to access the Amanacard website or the Amanacard Service; and/or

(b) remove or alter any copyright, trademark or other proprietary notice or legend displayed on the Amanacard website (or printed pages of the website).

The name Amanacard and other names and indicia of ownership of SecurePaid's products and/or services referred to on the Amanacard website are our exclusive marks or the exclusive marks of other third parties. Other product, service and company names appearing on the website may be trademarks of their respective owners.

8. WARRANTIES AND LIABILITY

8.1 We will refund to you any benefit which we receive as a result of any breach of our agreement with you (this means that, for example, where a money transfer has failed in such circumstances, we will refund to you the Transaction Amount and the Service Fee).

8.2 If a money transfer is delayed or fails, you may have a right to receive a refund or compensation under laws relating to the provision of international money transfer services. We will provide you with the details of your rights to a refund or compensation if you contact us using the contact details at the end of this agreement.

8.3 Any claim for compensation made by you and/or a Recipient (who is not registered with us) must be supported by any available relevant documentation.

8.4 If any loss which you or a Recipient (who is not registered with us) suffers is not covered by a right to payment under the laws referred to in clause 8.2, and is not a loss for which we are liable to you under clause 8.1, we will only accept liability for that loss up to a limit which is the greater of: (a) the amount of any service charge; and (b) US$200, unless otherwise agreed by us in writing. For the avoidance of doubt, this limit does not apply to, and does not reduce, our obligation under clause 8.1 to refund the Transaction Amount and the Service Fee. Our cap on our liability applies separately to each claim for loss arising out of any single Transaction or related Transactions, or (if a loss does not arise out of a Transaction or Transactions) any single act, omission or event or related acts, omissions or events. This means that if, for example, you suffer loss by reason of our failure to perform our agreement with you under two unrelated Transactions, a separate limit applies to each of them.

8.5 We do not, in any event, accept responsibility for:

- any failure to perform your instructions as a result of circumstances which could reasonably be considered to be outside our control;
- malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of messages you send to us;
- any losses or delays in transmission of messages arising out of the use of any internet service provider or caused by any browser or other software which is not under our control;

- errors on the portal or with the Service caused by incomplete or incorrect information provided to us by you or a third party.

8.6 Nothing in this clause 8 shall (a) exclude or limit liability on our part for death or personal injury resulting from our negligence; or (b) exclude liability for our fraud.

8.7 Where you are sending a money transfer to a Recipient who is not registered with us, you agree to accept the provisions of this clause not only for yourself, but also on behalf of the Recipient.

8.8 Your relationship is with Amanacard only. You agree that no affiliate or agent of Amanacard owes you any duty of care when performing a task which would otherwise have to be performed by Amanacard under its agreement with you.

8.9 You agree to indemnify and hold harmless Amanacard, our principal authorised payment institution, subsidiaries, affiliates, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from all loss, damage, claims, actions or demands, including reasonable legal fees, arising out of your use or misuse of this website or Service, all activities that occur under your password or account e-mail login, your violation of these Terms and Conditions or any other violation of the rights of another person or party.

8.10 Nothing in these Terms and Conditions excludes, restricts or modifies any guarantee, right or remedy conferred on you by the Australian Consumer Law or any other applicable law which cannot lawfully be excluded, restricted or modified.

9. ELECTRONIC COMMUNICATIONS

9.1 You acknowledge that these Terms and Conditions shall be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

- These Terms and Conditions and any amendments, modifications or supplements to it.
- Your records of Transactions through the Service.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorised use of the Service.
- Any other communication related to the Service or Amanacard.

9.2 The Service does not allow for Communications to be provided in paper format or through other non-electronic means. You may withdraw your consent to receive Communications electronically, but if you do, your use of the Service shall be terminated. In order to withdraw your consent, you must contact us using our contact information at the end of these Terms and Conditions.

9.3 In order to access and retain Communications, you must have or have access to: a current internet browser that supports modern encryption standards; an e-mail account and e-mail software capable of receiving mail from Amanacard's e-mail servers; a personal computer or mobile device, operating system and internet connection capable of supporting the foregoing; sufficient electronic storage capacity; and the ability to print or save documents from your browser and email software. You must promptly update us with any change in your email address by updating your profile at www.myamana.direct.

10. TERMINATION

10.1 Either party may terminate these Terms and Conditions on one day's written notice.

10.2 We may terminate these Terms and Conditions with immediate effect if you:

- become, or are likely to become, insolvent or are declared bankrupt;
- refuse to provide identifying documents or further details required to process your transaction;
- are in breach of any provision of these Terms and Conditions;

- your use of the Service or the website is disruptive to our other customers, or you do anything which in our opinion is likely to bring us into disrepute;
- breach or attempt to breach the security of the website (including but not limited to: modifying or attempting to modify any information; unauthorised logins, unauthorised data access or deletion; interfering with the Service, system, host or network; reverse engineering of any kind; spamming; hacking; falsifying data; introducing viruses, Trojan horses, worms or other destructive or damaging programs or engines; or testing security in any way).

10.3 Amanacard may need to permanently shut down all or part of the portal, our systems, and the Service. If we need to do this, we will try to tell you as far in advance as possible. In normal circumstances, we will provide at least 5 business days of notice before we do this. But sometimes this may be a shorter time, for example if a regulatory authority requires us to suspend or shut down all or part of the portal.

10.4 Submitted Transactions are unaffected by termination. Termination of these Terms and Conditions under clause 10.1, 10.2 or 10.3, by either party and for any reason, does not cancel or otherwise affect any Submitted Transaction. Every Submitted Transaction will either:

10.4.1 be completed in accordance with these Terms and Conditions as they stood at the time it was submitted; or

10.4.2 where it cannot be completed, be cancelled and the Transaction Amount and the Service Fee refunded to you in full in accordance with clauses 3.2 and 8.1,

and the provisions of these Terms and Conditions necessary to give effect to this clause 10.4, including clauses 3, 5, 8 and 11, continue to apply to that Submitted Transaction until it is completed or refunded.

10.5 Accrued rights. Termination or expiry of these Terms and Conditions for any reason does not affect any rights or obligations of either party which accrued or became due before the date of termination or expiry.

10.6 Provisions that survive. A number of the provisions in these Terms and Conditions continue to apply after you have completed your Transaction, after termination under clause 10.1 or 10.2, or after we permanently shut down our systems and Service as described in clause 10.3, where it is necessary that they continue to have effect. These include, without limitation, clause 3.7 (handling of your funds), clause 5 (cancellation, refunds and Deductible Costs, including clause 5.8), clause 6 (our obligations in relation to your personal data), clause 8 (warranties and liability), clause 10.4 (Submitted Transactions), clause 10.5 (accrued rights) and clause 11 (support or complaints).

11. SUPPORT OR COMPLAINTS

11.1 If you have any questions, issues or would like to make a complaint about the payment portal, you can contact us by email to service@amanacard.com.

11.2 We will acknowledge receipt of your email within 2 business days. We aim to resolve complaints within 15 business days of receipt. If we need longer than that, we will tell you why and give you a revised timeframe.

11.3 If you are not satisfied with the manner in which we have dealt with an issue, please contact us first and we will try to improve our response. If you are still not satisfied with our final response, you may refer the matter to the Australian Financial Complaints Authority (AFCA) at 1800 931 678, email: info@afca.org.au, or online at https://www.afca.org.au/about-afca/contact-us. Eligibility to use an external complaints scheme depends on the scheme's own rules, on the entity your complaint concerns and on the basis on which that entity is registered or authorised. We will tell you in our final response which scheme, if any, is open to you and how to approach it.

12. GENERAL

12.1 Governing law: These Terms and Conditions are governed by the laws of the State of Victoria, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of that State.

12.2 No Waiver: The failure of Amanacard to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision.

12.3 Modification: We may modify these Terms and Conditions from time to time. We will publish the current version at amanacard.com/legal and, where a change materially affects your rights, we will notify registered users by email before it takes effect. A modification does not change the terms applying to any Submitted Transaction, which continues to be governed by the version in force when it was submitted. You may terminate your use of the Service if you do not agree with any modification. If you use the Service after the effective date of a modification, you shall be deemed to have accepted it. You agree that you shall not modify these Terms and Conditions and acknowledge that any attempt by you to do so shall be void.

12.4 Entire Agreement: These Terms and Conditions, together with any written confirmation issued under clause 4.12, constitute the entire agreement between the parties and supersede all prior understandings or agreements relating to the subject matter of this agreement.

12.5 Severability: If any provision of the Terms and Conditions is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavour to give appropriately valid effect to the intention of the Terms and Conditions as reflected in the provision, and the other provisions of the Terms and Conditions shall remain in full force and effect.

12.6 Any external links to third-party websites on the website are provided as a convenience to you. These sites are not controlled by us in any way and we are not responsible for the accuracy, completeness, legality or any other aspect of these other sites including any content provided on them. You access such websites at your own risk.

Security

We take security very seriously at Amanacard, and we work hard, using state-of-the-art security measures, to make sure that your information remains secure. The Amanacard Service is a safe and convenient way to send money to friends and family and to other trusted people or organisations. However, we do advise you to consider very carefully before sending money to anyone that you do not know well. In particular, you should be very cautious of deals or offers that seem too good to be true — they may be scams.

If you are aware of anyone or any entity that is using the Service inappropriately, please email us using our contact form. Similarly, if you receive any emails purporting to be from Amanacard which you suspect may be “phishing” (fake) emails, please forward them to us without delay using our contact form.

Contact Information

Questions, notices, and requests for refunds or further information should be sent to us online or:

SecurePaid Pty Ltd: 250 St Kilda Road, Southbank, VIC 3006 Australia

Phone: +61 (0) 483 235 189

E-mail: service@amanacard.com