

## **Terms and Conditions Remittance Services**

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Rhino Trading Pty Ltd trading as RemiPro

## GENERAL INFORMATION

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### 1. INTRODUCTION

- 1.1 These Terms and Conditions for Remittance Services (“**T&Cs**”) form part of the Agreement between Rhino Trading Pty Ltd trading as RemiPro (ACN: 655 361 345) (“**RemiPro**”, “**we**”, “**us**”, or “**our**”) and you, the Client (“**you**” or “**your**”). It governs our dealings with you in relation to our Remittance Services (“**Services**”).
- 1.2 The Agreement between you and us is constituted by the following documents:
- (a) Account Application Form;
  - (b) these T&Cs, including all schedules attached to it, as amended from time to time;
  - (c) any additional terms and conditions issued by us and notified to you and accepted by you, in connection with our dealings with you;
  - (d) all and each Transaction(s) conducted under these T&Cs, including all Transaction Confirmations provided to you.
- 1.3 By submitting your Account Application Form to us, you acknowledge and agree that:
- (a) you have read and understood all documentation provided to you by us in relation to our Services including all information on our Website, and you authorise us to open an Account for you;
  - (b) all dealings with us and the performance by us of our obligations under the Agreement are subject to Applicable Law;
  - (c) we will not provide legal, tax, financial or accounting advice to you as part of the Services. We do not act in a fiduciary capacity and we do not owe any fiduciary obligations to you in respect of our Services provided to you in connection with the Agreement except as expressly stated in the Agreement; and
  - (d) you accept the Agreement.
- 1.4 When we open an Account for you, you will be bound by the Agreement in all your dealings with us. Transactions under the Agreement are legally binding and enforceable.
- 1.5 You agree that we may, in our sole discretion, amend, change, revise, add or otherwise modify the Agreement and any Transactions under it at any time without your consent. You understand that the Agreement cannot be modified by you without written acceptance or confirmation by us.

- 1.6 You must read these T&Cs carefully in their entirety. We recommend that you consult appropriate professional advisers on any legal, stamp duty, taxation and accounting implications of using our Services.
- 1.7 If any of the Agreement is provided to you in any language other than English, then please note that it is for information purposes only and that the governing language of the Agreement and of any dispute arising hereunder is English. Where a foreign language version contradicts the English version of the Agreement, the English version will prevail.

## **2. PRINCIPAL**

- 2.1 In our dealings with you:
- (a) we will act as principal to all Transactions, not as agent on your behalf nor an intermediary or marketplace between other buyers and sellers of Digital Currencies; and
  - (b) unless we agree otherwise in writing, you will also deal with us as principal, and not as an agent or representative of another person.

## **3. RELATIONSHIP BETWEEN US AND YOU**

- 3.1 Nothing in the Agreement:
- (a) creates or will be deemed to create a partnership, joint venture, the relationship of principal and agent or employee and employer or any other relationship as between you and us; or
  - (b) authorises you to act, or to enter into any contract or other agreement, on behalf of, or bind us except as otherwise expressly provided in the Agreement; or
  - (c) is intended to create or does create in favour of either of you or RemiPro any mortgage, charge, lien, pledge or other security interest in any cash or other property transferred by one to the other under any Transaction.

## **RISKS**

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### **4. ALL TRANSACTIONS AT YOUR RISK**

- 4.1 All Transactions and use of our Services will be made at your own risk and to the maximum extent permitted by law. We will not in any way be liable for any claims, damages, Losses (including consequential Losses) or injury suffered or incurred by you as a result of or arising out of any statement, information or communication provided by, or on behalf of, us relating to any Services under the Agreement.

## **OUR SERVICES**

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## 5. FOREIGN CURRENCY REMITTANCE SERVICES

- 5.1 Under the Agreement, we provide Services to you via our communication with you including phone calls, email correspondence and meetings.
- 5.2 Subject to you fulfilling your obligations under the Agreement, RemiPro may, but is under no obligation to, enter into Transactions with and/or provide Services to you.

## 6. NO FINANCIAL ADVICE OR FINANCIAL SERVICES

- 6.1 Please note that RemiPro does not provide financial product advice, investment advice, tax advice or any other professional advice under the Agreement and you must not treat any information RemiPro provides to you under the Agreement as such advice.
- 6.2 The contents of the RemiPro website(www.remipro.io) do not constitute a comprehensive or complete statement of the matters discussed or the law relating thereto. The contents of the website should not be used as a basis for making investment decision.
- 6.3 **Please note that our Services are not financial services, and are not required to be provided under an Australian Financial Services Licence (AFSL).** If you have any questions or concerns about the difference between our Services and financial services, please contact us.

## 7. OUR DISCRETIONS

- 7.1 Various clauses of these T&Cs confer discretions on us to act in circumstances that are set out in the relevant provision. We have discretions under these T&Cs which can affect your Transactions. You do not have any power or right to direct how we exercise those discretions.
- 7.2 In exercising such discretions, we will act in accordance with the following:
- (a) We will have due regard to our commercial objectives, which include:
    - (i) maintaining our reputation as a digital currency exchange provider;
    - (ii) responding to market forces;
    - (iii) managing all forms of risk, including, but not limited to operational risk and market risk; and
    - (iv) complying with our legal obligations;
  - (b) we will act when necessary to protect our position in relation to the Transaction or event; and

- (c) we will take into account the circumstances existing at the time and required by the relevant provision.

7.3 We will try to act reasonably in exercising our discretion, but we are not obliged to act in your best interests or to avoid or minimise a Loss in your Account.

## **YOUR ACCOUNT**

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### **8. ABOUT YOUR ACCOUNT**

- 8.1 You may request our Services once you have opened an Account with us.
- 8.2 Unless you have our consent in writing, you must not allow anyone to operate your Account on your behalf.
- 8.3 For more information about how to use your Account and the OTC Trading Platform (including but not limited to depositing funds to and/or withdrawing funds from your Account), please refer to Schedule A.

### **9. OPENING AN ACCOUNT WITH US**

- 9.1 To receive Services from us, you must complete and submit an Account Application to us via contacting our support(support@remipro.io). If we accept your Account Application, we will open an Account in your name.
- 9.2 You should refer to our website for more information regarding the types of clients we provide Services to and the list of Prohibited Jurisdictions.
- 9.3 To apply for an Account with us, you must be an eligible person who represents and warrants that:
  - (a) if you are an individual, you are at least eighteen (18) years of age or are of legal age to form a binding contract under all Applicable Law;
  - (b) if you are an individual, legal person, or organisation, you have full legal capacity and sufficient authorisations to enter into the Agreement;
  - (c) if you act as a representative or agent of a legal entity, and enter into the Agreement on their behalf, you have all the necessary rights and authorisations to bind such legal entity; and
  - (d) you are not a resident of Prohibited Jurisdictions or acting on behalf of a person who resides in Prohibited Jurisdictions.
- 9.4 All information you provide to us must be complete, accurate and truthful at all times. You must update this information whenever it changes. We cannot be responsible for any Losses arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information and/or provide additional supporting documents. You further undertake to inform us of any change to that

information, including any changes to your contact details or financial status. RemiPro will not be responsible for any Losses arising out of your failure to notify us of any changes to the information we hold for you.

- 9.5 You may only open one Account and we will refuse the creation of sub-Accounts or duplicate Accounts for the same user. Where sub-Accounts or duplicate Accounts are detected, we may close or merge these Accounts in our sole discretion.
- 9.6 All activities under an Account shall be deemed as activities carried out by the registered user. You shall only use the Services to transact on your own account and not on behalf of any other person or entity.
- 9.7 We reserve the right to refuse to open an Account for any reason whatsoever. We may also impose restrictions as a condition of agreeing to open an Account for you.

## **10. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING LEGISLATION**

10.1 We are required by law (including AML/CTF Laws) to carry out security and customer due diligence checks on you (including any parties involved in your Transactions for example, your recipient) in order to provide any Services to you. By submitting the Account Application Form to us, you undertake to provide RemiPro with all information and assistance that RemiPro may reasonably require to comply with the AML/CTF Laws including carrying out any credit and identity checks on you as we consider necessary.

10.2 In addition, you agree that:

- (a) we may make, directly or through any third party (such as a credit reporting agency), any inquiries (which will involve disclosing your name, residential address, date of birth and/or your identification documents to third parties) we consider necessary to validate the information you provided to us, including checking commercial databases or credit/identity reports;
- (b) you authorise us to obtain one or more of your credit/identity reports, from time to time, to establish, update, or renew your Account with us or in the event of a dispute relating to the Agreements and activities under your Account; and
- (c) If you disagree with having your identity information provided to a credit reporting agency or other third parties, please contact us.

10.3 We may pass on information collected from you and relating to the Transactions you conduct with us as required by the AML/ CTF Laws or other Applicable Law and are under no obligation to inform you we have done so. We may undertake all such anti-money laundering and other checks in relation to you (including restricted lists, blocked persons and countries lists) as deemed necessary or

appropriate by us, and we reserve the right to take any action with regard thereto with no liability whatsoever therefore.

10.4 You also warrant that:

- (a) You are not aware and have no reason to suspect that:
  - (i) the monies used for the Services you request or Transactions you conduct have been or will be derived from or relate to any money laundering, terrorism financing or other illegal activities, whether prohibited under Applicable Law, international law or convention or by agreement; or
  - (ii) the proceeds of your Transactions will be used to finance any illegal activities; and
- (b) You will inform us whether you or your directors, in the case of a company, are a politically exposed person (“**PEP**”) or organisation as the term is used in the AML/CTF Laws, and any changes to your PEP status immediately.

## **INSTRUCTIONS AND TRADING**

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### **11. GIVING US INSTRUCTIONS**

11.1 You can enter into a Transaction (i.e. placing an Order with us) by giving us instructions via one of the two means below:

- (a) directly on the phone;
- (b) by requesting and receiving a quote from us via the Instant Chat Messenger and instructing us via the Instant Chat Messenger that the quote is accepted.

Instructions (including Orders) received via any other method will not be accepted.

11.2 Quote is live to refresh once you reach us on phone or instant chat messenger, you can perform your currency exchange after we confirm your payment is ready to trade; or you can lock the rate before making the payment but have the obligation to fulfil the payment on the same day. Late payment fees may apply and RemiPro remain the right to exercise the unsettled trade at our discretion.

### **12. PROCESSING TRANSACTIONS**

12.1 We may use whatever intermediary banks, counterparties, payments systems or methods we deem commercially reasonable and appropriate for processing an instruction/Order. You agree to be bound by Applicable Law, regulations, clearing house rules or other rules or procedures of any funds transfer or communications

system that is used. While we will make every commercially reasonable effort to ensure the timely fulfilment of each instruction/Order, we are not responsible for the speed and timing of payment processing by financial institutions or systems beyond our control. We are not responsible for any errors or omissions or for any actions that may be taken or not taken, or fees that may be deducted, by any intermediary or correspondent financial institution in association with any instruction, including any trace, cancellation or rejection.

### **13. CANCELLATION OF ORDERS**

13.1 Once an Order is received by us and the quote is confirmed, you may not cancel it and you are liable for all amounts owed as result.

13.2 If you wish to cancel or amend an Order, we endeavour to use commercially reasonable efforts only to do so. There is no assurance that we will be able to cancel or amend an Order. You agree to indemnify and hold us harmless for any and all Losses we incur in attempting to cancel or amend an Order, whether or not ultimately successful.

### **14. PRICING AND QUOTES**

14.1 We will provide indicative quotes on [www.remipro.io](http://www.remipro.io).

14.2 You acknowledge that our quotes on the website are indicative only and so are subject to the actual quote at the time of your transaction. There is no assurance that the indicative quote will be applied to your transaction, especially if you delay your transaction.

14.3 You should be aware that the market prices and other market data which you view through the website or other facilities which you arrange yourself may not be current or may not exactly correspond with the prices offered or dealt by us.

14.4 We may notify you of certain currencies in respect of which we will not provide a quote, restrictions on the amount for which we will price, or other conditions that may apply to our quote, but any such notification (or failure to notify) will not be binding on us.

14.5 Our provision of a quote does not constitute an offer for you to enter into a Transaction at those levels.

14.6 You should note that:

- (a) prices that may be quoted or traded upon from time to time by third parties do not apply to trades and dealings between us and you;
- (b) we, in our absolute discretion, may quote different prices to different Clients and trade at different prices with different Clients; and
- (c) the rights and obligations of you and us under Transactions are principally to make and receive such trades as are provided in the Agreement.



## 15. MATERIAL ERROR

- 15.1 It is possible that errors, omissions or misquotes (**Material Error**) may occur in relation to our services, which by fault of either of us or any third party, is materially incorrect when taking into account market conditions and quotes which prevailed at the time. A Material Error may include an incorrect price, date, time or other characteristic of a fiat currency or any error or lack of clarity of any information.
- 15.2 In deciding whether an error is a Material Error we will act reasonably, and we may (but are not obliged to) take into account any relevant factors including, without limitation, any error in, or lack of clarity of, any information source or pronouncement upon which we base our quoted prices. Any financial commitment that you have entered into or refrained from entering into in reliance on a Transaction with us will not be taken into account in deciding whether or not there has been a Material Error.
- 15.3 If a Transaction is based on a Material Error, we reserve the right to do any of the following at any time without your consent:
- (a) amend the terms and conditions of the Transaction to reflect what we consider to have been the fair price at the time the Transaction was entered into and there had been no Material Error;
  - (b) close the trade and any open Transactions resulting from it;
  - (c) void the Transaction from the outset; or
  - (d) refrain from taking action to amend or void the Transaction.
- 15.4 We will exercise the right in good faith and as soon as reasonably practicable after we become aware of the Material Error. To the extent practicable, we will give you prior notice of any action we take under this section; but if it is not practicable, we will give you notice as soon as practicable afterwards.
- 15.5 In the absence of fraud on our part, we are not liable to you for any Losses that you incur or suffer (including loss of profits or indirect or consequential losses), arising from or connected with the Material Error including where the Material Error arising from an information service on which we rely or action (or omission) taken (or omitted) as a result.
- 15.6 In the event that a Material Error has occurred and we exercise our rights, we may, without notice, adjust your Account or require that any moneys paid to you in relation to the Transaction the subject of the Material Error be repaid to us as a debt due payable to us on demand.

## PAYMENT

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### 16. PAYMENT BY YOU

- 16.1 You must pay us in full in cleared and transferable funds the amount of any Transaction, and any applicable Service Fees before we will pay, transmit or exchange any funds for you (unless we otherwise agree in our sole discretion).
- 16.2 You must make all payments to us in full without any deduction, set off, or counterclaim or withholding of any kind. We are not obliged to make a payment or facilitate a Transaction/Order while you are in default.
- 16.3 You agree that all rights, title and interest to and in any payment which you transfer us in respect of a Transaction under the Agreement vests in the recipient clear of any liens, charges, encumbrances or other interest of the transferor or any third party.
- 16.4 When you make any payment, which is subject to any withholding or deduction under the Agreement, you must pay us an amount that ensures that the amount actually received by us is equal to the full amount we would have received had no withholding or deduction been made.
- 16.5 Unless otherwise provided in the Agreement, all amounts due to us will, in our discretion:
- (a) be deducted from any funds held by us for you; or
  - (b) be paid by you in accordance with the Agreement.

## **17. PAYMENT AND DEDUCTIONS BY REMIPRO**

- 17.1 RemiPro may, in our absolute discretion from time to time, but is not required to, make any payment under any Transaction without first having received confirmation satisfactory to it that cleared funds for all sums due and payable by you to RemiPro have in fact been received. RemiPro will exercise our discretion under this section on a case-by-case basis.
- 17.2 We may deduct from any payment to be made to you any amount you may owe to us or any fees, costs, withholding taxes, or charges we incur in respect of any Transaction with you, however, they arise.
- 17.3 Where outstanding Transactions are terminated pursuant to the Agreement, we will calculate in Australian dollars the mark to market value of each Transaction as at the termination date using prevailing market rates we choose in good faith.
- 17.4 You irrevocably authorise us to apply any moneys held at any time by us for you under any Account or arrangement between you and us to our own account to pay any amount that you owe or may at any time owe to us under any other Account or arrangement between you and us.

## **18. INCORRECT CREDITING OF ACCOUNT**

18.1 Except in the case of our fraud, we do not accept responsibility for, nor are we liable for, any Loss suffered by you as a result of you using moneys deposited in or credited to your Account in error by, or upon behalf of, us.

18.2 We are entitled at any time to deduct, without notice or recourse to you, any moneys deposited in, or credited to, your Account in error by, or on behalf of, us.

## **19. INTEREST**

19.1 If you fail to make any payment required under the Agreement that are due and payable, interest will be charged on the outstanding sum at a daily rate of 0.1% over the outstanding payments. Such interest will accrue and be calculated daily from the date the payment was due until the date you pay in full and will be compounded daily. Such interest will be deducted from your Account balance.

19.2 RemiPro may receive and retain or apply for its own benefit any interest which arises in respect of any sum paid to or held by it.

## **20. WITHHOLDING TAX**

If you are required by Applicable Law to deduct or withhold Tax from a payment to us, you must:

20.1 deduct or withhold the Tax (and any further tax applicable to a further payment;

20.2 remit the Tax as required by law, and give the original receipt to us; and

20.3 increase the payment to us so that the amount we actually receive from you is equal to the amount that we would have received if no deduction (and no further deduction) had been required.

## **DISPUTE RESOLUTION**

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### **21. DISPUTE RESOLUTION**

21.1 If you have a problem with our Services, you should initially bring it to our attention so that we are able to resolve any concerns or complaints in accordance with our internal dispute resolution process. We will attempt to resolve your dispute quickly and fairly. We both (being you and us) must attempt in good faith to resolve any dispute between us in connection with this Agreement by negotiation. All complaints or disputes should be addressed to:

Complaints Officer

Rhino Trading Pty Ltd trading as RemiPro

Email: [support@remipro.io](mailto:support@remipro.io)

21.2 If any dispute, question or difference of opinion concerning or arising out of the Agreement is not settled promptly by the parties by negotiation,

- (a) the parties must seek to agree on the procedural rules and a timetable for resolving the dispute through mediation by a mediator agreed upon by the parties, or if the parties cannot agree, a mediator appointed by the Australian Commercial Disputes Centre or anybody which replaces it;
- (b) you and RemiPro will bear the costs of the mediation equally and provide all assistance reasonably requested by the mediator; and
- (c) if a suitable mediator cannot be agreed, or if mediation fails, the parties can then proceed with formal legal action.

21.3 Nothing in this section prevents us from commencing proceedings against you in any relevant jurisdiction.

## **WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**

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### **22. YOUR WARRANTIES**

22.1 You undertake, warrant and represent to us, with the intention that the following undertakings, warranties and representations are provided as at the date of these T&Cs, repeated each time you provide instructions to us, and during the term of these T&Cs:

- (a) **legal disability:** you are not under any legal disability and are not subject to any law which prevents you from entering the Agreement (including any Transactions);
- (b) **corporate authorisation:** if you are a company, you are empowered by, and have obtained, all necessary corporate or other authorities under your constitution and at law;
- (c) **consents:** you have obtained all necessary consents and have the authority to enter into the Agreement (including any Transactions);
- (d) **compliance with laws and valid obligations:** you are complying with all laws to which you are subject, and the obligations expressed to be assumed by you under the Agreement and any Transaction are your legal, valid, binding and enforceable obligations;
- (e) **You agree not to use the Services to make payments for any illegal or immoral purpose:** In addition, you certify that you will not use the Services

to make any payments relating to online gambling, pornography, firearms or other illegal or immoral purposes, as notified by us;

- (f) **able to pay debts:** you are able to pay your debts as and when they fall due and are not otherwise insolvent or presumed to be insolvent under any law;
- (g) **no liquidator etc:** no liquidator, provisional liquidator, receiver, receiver and manager, trustee, controller, official manager, administrator or similar officer has been appointed in relation to your affairs and no application has been made for the appointment of any of these persons;
- (h) **information accurate:** at all times the information provided by you to us, whether in the Account Application Form or otherwise will be complete, accurate and not misleading, and you will notify us immediately if any of such information is no longer true. You are responsible for ensuring the accuracy and completeness of each and every instruction;
- (i) **Transactions:** you will not conduct any Transactions which contravene any laws or regulations, including in relation to insider trading, market manipulation or market abuse;
- (j) **own judgement:** you have initiated each instruction solely based on your analysis and/or third-party advice and have not received or relied upon any advice from us with respect to the suitability or appropriateness of such instruction for you;
- (k) **your funds:** you are acting as a principal and have legal title to all funds used in connection with the Transactions;
- (l) **security:** you shall maintain security systems, procedures and controls to prevent and detect:
  - (i) the theft of funds;
  - (ii) forged, fraudulent and unauthorised instructions and electronic transfer of funds by anyone other than you (including Authorised Users); and
  - (iii) Losses due to fraud or unauthorised access to the service by anyone other than you or an Authorised User.

## **LIMITATION OF LIABILITY AND INDEMNITY**

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### **23. LIMITATION OF LIABILITY**

23.1 Under no circumstances shall we and our representatives be liable to you or to any other party for lost revenue, profits or for any other special, incidental, punitive, exemplary or consequential damages, even if we or our representatives have been informed of such potential Loss as a result of or arising out of the relationship

between the parties or in any way connected to the Agreement. The parties agree this limitation represents a reasonable allocation of risk, without which we would not have entered into the Agreement. The limitations of liability stated in the Agreement shall have effect to the extent permitted by Applicable Law.

23.2 Subject to any laws restricting us from limiting our liability, and to the maximum extent permitted by those laws, in no event will we or our Associates be liable to you for any Losses caused by or arising from, whether directly or indirectly, any of the following:

- (a) any Material Error which may occur;
- (b) any error or inaccuracy in, or unsuitability of, or omission from the Agreements, or any other information provided by us, whether negligent or otherwise;
- (c) any delays or failure by us in accepting or acting on an instruction;
- (d) delays in the transmission of instructions due to the breakdown or failure of transmission or communication facilities or any cause beyond our control;
- (e) any erroneous transmission, or failure to transmit or delay in transmitting, any notification or instructions to us;
- (f) your reliance on notifications or instructions transmitted via email, phone or otherwise to us;
- (g) any malfunctions, failures or errors in programming in relation to the website;
- (h) any delay, fault, failure in or Loss of access to the Services;
- (i) any failure by you to perform your obligations under the Agreement in whole or in part, or in a timely manner;
- (j) any failure by us or our Associates to make available information, materials, software, hardware, equipment and personnel as and when required under the Agreement;
- (k) any negligent or unlawful conduct by or on behalf of you and your employees, representatives, agents or any contractor;
- (l) any action we may take under the Agreement, so long as we act within the terms of its provisions and in particular act reasonably where required to do so;
- (m) any performance delay or failure due to a cause beyond our reasonable control including, without limitation, failure of any communication systems or delays caused by a third party. You acknowledge that we use payment transfer services of third-party financial institutions and that you understand

the associated risks, and agree that we are not liable for any failure or error by any third-party financial institutions we use; and

- (n) any loss of interest, revenue, profit, opportunity or data or for any consequential, indirect, incidental, special, punitive or exemplary damages suffered by you arising from or in connection with the Agreement.

23.3 For the avoidance of doubt, we shall not be liable to you for lost profits, business or opportunities, indirect, consequential or punitive damages, whether based in contract or tort (including negligence, strict liability or otherwise) whether or not either party has been advised of the possibility of such damages.

## 24. INDEMNITY BY YOU

24.1 You will indemnify, defend, and hold us (and our employees, contractors and agents) harmless from and against any and all Losses, tax assessments, penalties, and interest arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to:

- (a) any actual or alleged breach of your representations, warranties, or obligations under the Agreements;
- (b) your wrongful or improper use of the Services;
- (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights;
- (d) your violation of any law, rule or regulation of any country; and

24.2 You continually, unconditionally and irrevocably indemnify and hold us (and our employees, contractors and agents) (“**the Indemnified**”) harmless from and against all Losses, duties, charges, commissions or other expenses the Indemnified incur in the proper performance of our Services or the enforcement of our rights under the Agreement and, in particular, but without limiting the general indemnity, against all amounts which the Indemnified may certify to be necessary to compensate them for all Losses including loss of profit and Losses and expenses from any action the Indemnified take to seek to cover or reduce our exposure under any Transaction as a result of (including, but not limited to):

- (a) Your actual or alleged breach of the Agreement, including your representations, warranties and obligations;
- (b) the Indemnified acting, or failing to act, on a written, verbal, telephone or electronic order which appeared to us to be from you (including an Authorised User); or
- (c) the Indemnified exercising our rights under the Agreement.

24.3 For the avoidance of doubt and without limiting any other provision of this document,

- (a) if your funds are sent to the wrong recipient as a result of our mistake, we will credit your Account in the full amount of the funds you expect to receive, but that shall be the full extent of our liability to you; or
- (b) if we refuse to process one or more of your Transactions for any reason, we shall refund to you any funds that we hold on your behalf, but that shall be the full extent of our liability to you.

## **DEFAULT**

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### **25. EVENT OF DEFAULT**

Each of the following constitutes an Event of Default, which upon their occurrence give us the right to take action:

- 25.1 an Insolvency Event occurs in relation to you;
- 25.2 you are an individual and you die or become of unsound mind;
- 25.3 you fail to make any payment when it is due under the Agreement;
- 25.4 you are (or may be) in breach of any obligation, warranty or representation made under the Agreement or are otherwise trying to circumvent the Agreement such as by opening multiple accounts or abusing any of our Services;
- 25.5 any information you provide to us in connection with the Agreement is or has become untrue or misleading;
- 25.6 we consider that a Transaction is fraudulent or erroneous. For example, you knowingly take advantage of an incorrect price when dealing with us and a reasonable person in your position would have known the price offered was incorrect or we consider that you have, or have attempted to, manipulate any system or Services of ours in any way;
- 25.7 whether or not any sums are currently due to us from you, where any cheque or other payment instrument has not been met on first expectation or you have consistently failed to pay any amount owed to us on time;
- 25.8 at any time or for any period deemed unreasonable by us you are not contactable or you do not respond to any notice or correspondence from us;
- 25.9 we consider it necessary for the protection of our rights under the Agreement or the protection of our reputation or to mitigate any other risk;
- 25.10 we are unable to quote the price of any currencies offered under the Agreement due to the unavailability of the relevant market information for reasons beyond our control;



- 25.11 we consider that you may be in breach of or have failed to comply with any Applicable Law, including but not limited to circumstances where we form reasonable suspicion of money laundering, fraud, any other financial or non-financial crime, or any other illegal activities (including but not limited to a Ponzi scheme, pyramid scheme, phishing or darknet transactions); or
- 25.12 we are so requested by any Applicable Laws, AUSTRAC or any other regulatory body or authority;
- 25.13 there has been a deterioration in your financial circumstances and we reasonably consider that such deterioration is material in the context of the size of the Transactions open in your Account;
- 25.14 where we have not received, within the timeframe stated in a written request to you, all information which we have requested in connection with the Agreement;
- 25.15 where you are trustee of a trust, and without our consent, you cease to be sole trustee of the trust, or any step is taken to:
- (a) remove you as trustee, or to appoint a substitute or additional trustee; or
  - (b) bring any part of the trust assets under the control of any court;
- 25.16 any of the following were to occur where you are trustee of a trust:
- (a) any application or order is made in any court for:
    - (i) accounts to be taken in respect of the trust; or
    - (ii) any property of the trust is to be brought into court or administered by the court under its control;
  - (b) the beneficiaries of the trust resolve to wind up the trust;
  - (c) you are required to wind up the trust under the Trust Deed or Applicable Law;
  - (d) the winding up of the trust commences for any other reason;
- 25.17 where you are trustee of a trust,
- (a) the trust is held, or is conceded by you, not to have been properly constituted;
  - (b) you cease to be authorised under the Trust Deed or at law to own the trust assets in your name or to perform your obligations under the Agreement;
  - (c) you breach any of your obligations as trustee of the trust; or

25.18 we reasonably believe that any one or more of the circumstances set out above is likely to happen or in any other circumstance where we reasonably believe that it is necessary or desirable to protect ourselves or all or any of our other clients.

## **26. ACTIONS WE MAY TAKE**

26.1 If an Event of Default occurs, we are entitled, but not obliged, to take all or any of the following actions without prior notice to you:

- (a) immediately require payment of any amount due to us;
- (b) terminate the Agreement;
- (c) close all or any of your Transactions and convert any outstanding amounts to Australian dollars;
- (d) suspend or close your Account(s);
- (e) refuse your instructions to establish new Transactions;
- (f) convert any ledger balances to Australian dollars;
- (g) impose restrictions on your Account or Transaction(s);
- (h) limit or withdraw the credit on your Account;
- (i) call on any guarantee in respect of your obligations;
- (j) require you immediately to settle any Transactions in such a manner as we request;
- (k) combine, close or consolidate all or any of your Accounts;
- (l) offset any amounts owed to us by you against any amounts owed by us to you in such manner as we may in our absolute discretion determine; or
- (m) retain any amount owed by us to you against any contingent liability of yours to us or so long as the contingency subsists.

26.2 If we take any of the above action(s), we will not incur any liability to you for Losses that you may suffer or incur as a result.

## **USE OF INFORMATION, PRIVACY AND DISCLOSURE**

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### **27. HANDLING OF YOUR INFORMATION**

27.1 We are committed to compliance with the Privacy Act and the Australian Privacy Principles. Our Privacy Statement sets out how we look after your personal information generally as well as containing specific details as to how we look after your credit related personal information. You may access our Privacy Statement

from our Website. By entering into the Agreement, you acknowledge that you have read and understand the terms of our policies and practices relating to the use of personal information, including the Privacy Statement as updated from time to time.

27.2 You shall indemnify and hold us harmless from and against any and all Losses resulting from our non-compliance with applicable privacy laws which are a direct consequence of your actions or omissions.

## **28. ACCESS TO INFORMATION AND QUESTIONS**

28.1 You may be able to gain access to the transaction information that we hold about you by contacting our support via [support@remipro.io](mailto:support@remipro.io). We aim to ensure that the personal information we retain about you is accurate, complete and up to date. To assist us with this, please contact us if any of the details you have provided change.

28.2 If you have any questions about the collection and use of your personal information, you may contact our support whose email address is set out in the section above.

## **29. FORCE MAJEURE**

In the event that we are unable to provide the Services due to circumstances beyond our control, including but not limited to compliance checks and reviews by banks and regulators, blockchain congestion, government acts, wars, pandemics, acts of terrorism, cyber-crimes, strikes, riots, other civil disturbances, legal processes, electronic failures or mechanical failures, severe weather, earthquakes and natural disasters, we shall have no liability for direct, indirect, special, incidental or consequential damages and Losses, including, but not limited to, loss of profits or opportunities, arising in connection with any Transactions entered into with you pursuant to the Agreement.