



**Terms Of Use Agreement for
GoEscrow Payment Protection
Platform**

Version 1.6

**GoEscrow Pty Ltd
ACN: 650 709 354**

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1. Introduction

This is our terms of use agreement for the GoEscrow Payment Protection Platform in Australia.

1.1 Distribution

This document is for public release via web site.

1.2 Document Owner and Contact Details

Please use the following for all communications regarding this document:

www:	https://goescrow.com.au/tsandcs/
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2. Terms Of Use Agreement for the GoEscrow Payment Protection Platform

GoEscrow Pty Ltd (ACN 650 709 354) (GoEscrow) operates an escrow payment protection platform in Australia.

GoEscrow is authorised by the Australian Securities and Investments Commission as Australian Financial Services Representative No. 001312536 of authorising licensee Airpay Financial Technologies Pty Ltd of Australian Financial Services Licence (AFSL) No. 526194 who are contactable by admin@airpayfintech.com to provide the following financial services (Services) to retail and wholesale clients:

1. provide general financial product advice for the following classes of financial products:
 - a. deposit and payment products limited to non-cash payment products;
2. deal in a financial product by:
 - a. issuing, applying for, acquiring, varying or disposing of deposit and payment products limited to non-cash payment products; and
 - b. applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of the following classes of products:
 - i. deposit and payment products limited to non-cash payment products;

We act on our own behalf when we provide financial services to you.

These Terms Of Use of the GoEscrow Payment Protection Platform (The Terms) (The Agreement) shall serve as an agreement that sets forth the terms and conditions which will govern your use of and participation in the transaction management of escrow payment services provided on and through GoEscrow web and mobile applications and banking payment gateways and GoEscrow staff. By selecting to utilise the Services on the Site you shall have also indicated your acceptance of the Terms and your intent and agreement to be bound by them. If you are unwilling to agree to the Terms you shall discontinue use of the Service. If you agree to The Terms you will be bound as follows:

In addition to this Terms Of Use agreement we also publish our Financial Services Guide which you may read here: <https://goescrow.com.au/fsg/> and our Product Disclosure Statement which you may read here: <https://goescrow.com.au/pds/>.

2.1 Definitions

“GoE”, “GoEscrow” or “The Company” is GoEscrow Pty Ltd ACN 650 709 354 who are AFS Representative No. 001312536 of Australian Financial Services License (AFSL) No. 526194.

“Business Day” means between 9.00am and 5.00pm on a day other than a Saturday, Sunday or public holiday in NSW.

“Escrow” means the legal and temporary keeping with a third party (GoEscrow) of money for delivery to a given party (the Seller) upon the notice to settle from the originating party (the Buyer).

“The Service” is production and consumption of the management tasks for control of monies held in escrow by GoEscrow.

Terms Of Using

"Account" means the person or entity using the Service as referenced by a unique GoEscrow ID, email address and mobile number acting as either (i) "the Buyer" from which payment for the 'Transaction Amount' will be obtained and placed into escrow or, (ii) "the Seller" to which payment for the Item Price will be credited from escrow once settlement is agreed by the Buyer, or (iii) both in different transactions.

"The Parties" are the Seller and the Buyer.

"The Buyer" is the party who obtains products and services from the Seller in a transaction. The Buyer arranges for money to be deposited into escrow.

"The Seller" is the party who provides products and services to the Buyer in a transaction. The Seller is the intended recipient of the Escrow Amount on transaction setup.

"Transaction" means the agreed activity to place money into escrow made by the Parties as tracked via a Transaction ID.

"Item Price" is the amount the Buyer wishes to send into escrow for future settlement to the Seller.

"GoEscrow Fee" and "Escrow Management Fee" is the amount GoEscrow levies to manage the escrow transaction inclusive of GST.

"Transaction Total" and "Transaction Amount" is the Item Price plus the GoEscrow Fee and is the total amount payable by the Buyer.

"Escrow Amount" is the Transaction Amount minus the GoEscrow Fee and is equal to the Item Price.

"Settlement" is the process of remitting the Item Price from escrow to the Seller which occurs after the Buyer authorises such remittance or the remittance of the Item Price back to the Buyer if the Seller authorises such reversed remittance as a "Transaction Cancellation".

"The Items" are the products and/or services provided by the Seller to The Buyer outside of the Site and independent of the Service.

"The Site" means the web site <https://app.goescrow.net> and the GoEscrow mobile applications and integration technologies.

"The Payment Protection Platform®" is the GoEscrow digital escrow non-cash payment technology for end-to-end payments for payers buying and payees selling goods and services where the payment is held in escrow for a time controlled by the Buyer. Specifically, it is a financial service escrow payment provision and management facility with technologies and the associated user interaction mechanisms required to function as required by the Agreement.

"GoEscrow Instructions" is the user guide published on <https://goescrow.com.au/instructions>

"The User(s)" means the Buyer(s) and the Seller(s) participating in Transactions being people or entities who create an Account.

"Dispute Management" is the process and terms for settlement of a transaction where a buyer has not, can not or will not authorise settlement to the Seller or a seller has not, can not or will not authorise a Transaction Cancellation request from a buyer.

"The Requestor" is the party who lodges (makes) the dispute submission to GoEscrow to suspend a transaction and securely lock funds in escrow.

“GoEscrow Escrow Bank Account” are AUD\$ bank accounts operated by GoEscrow banking providers that receive deposits from the Buyers equal to the Transaction Amounts used to store the Item Price money from the Buyer in escrow to the Seller.

“GoEscrow Bank Account” are the bank accounts used by GoEscrow for operations that receive GoEscrow Fee payments when the Site splits Transaction Amount deposits into Item Price escrow holdings on behalf of the Parties and GoEscrow Fee payments.

Capitalised terms shall have the same meaning as the Non-Capitalised terms.

2.2 Service Description

The Service is a digital escrow non-cash payment service for end-to-end payments for payers buying and payees selling goods and services where the payment is held in escrow for a time controlled by the payer. Specifically, it is a financial service escrow payment provision and management facility with technologies and the associated user interaction mechanisms required to function as required by the Agreement.

GoEscrow assists buyers in a transaction by allowing their supplier payments to pause in a trusted ‘middle’ escrow account until goods or services can be received and inspected. On satisfaction the buyer informs GoEscrow digitally to settle the payment to the seller at any time (Anytime Escrow). This allows for the buyer to retain buyer payment leverage. The buyer may optionally set an automatic settlement date/time which can be paused in case of a dispute. (Timed Escrow)

GoEscrow assists sellers in a transaction by guaranteeing that a buyer has the capacity to pay for goods or services in full prior to the supply of the goods or services. While payment is in escrow on its way from buyer to seller the seller can be confident of settlement as the funds can’t be charged back, cancelled, or reversed unless the seller agrees, or an Australian Court or Statutory Body instructs GoEscrow to do so.

The effect is that buyers know that goods/services will be delivered before payment is settled and sellers know full funds are irreversibly and irrevocably available for settlement once they have delivered.

GoEscrow does not participate in the movement, transfer or supply of any goods or services but rather only manages the associated financial interaction. GoEscrow does not gather or store any information as to what goods/services are transacted other than a user generated transaction description and any user to user notes the parties optionally create.

When settlement occurs GoEscrow shall be fully released from all liability and obligations with respect to the escrow funds and their management with no liability for damages if settlement is authorised in error by the Buyer or a transaction cancellation request is accepted in error by the Seller.

2.3 Service Limits

The Services are only available for escrow payment management used for the sale of lawfully provided goods or services. Only registered Users may use the Services. To register, you must supply all information required on the Site. Applicable state or federal laws and regulations may further limit the Services.

Users shall not utilise the Site or the Services in connection with any transaction that is illegal or involves any illegal items, or is for any illegal purpose; involves any obscene material including the trade of products & services invoking or supporting racism, violence, abuse discrimination, hatred, terrorism, paedophilia or other immoral activity; involves pirated software, DVD or videos or item(s) otherwise infringing copyrighted works, involves counterfeit/imitation

currency, coins, fake credentials & academic papers, stamps, counterfeiting equipment, trademark infringement items or other goods infringing on 3rd party intellectual property rights; involves illegal drugs or controlled substances, binary options trading, e-cigarette and vaping equipment sales, pharmaceutical sales, lottery ticket sales, gambling or placing, receiving or transmitting a bet/wager; or involves parties (individuals or entities) whom are prohibited from engaging in financial transaction pursuant to sanctions and export controls or who are unregistered charities or unincorporated associations.

GoEscrow, in its sole discretion, may refuse to settle any transaction that GoEscrow has reason to believe is unauthorised or made by someone other than the Parties, may violate any law, rule or regulation, or if GoEscrow has reasonable cause not to honour it. Each User agrees to indemnify and hold GoEscrow harmless for losses resulting from any use or attempted use of the Services in violation of this Agreement.

2.4 Third Party Limits

As the use of a bank account, credit card or debit card account, or the making of an electronic funds transfer or use of third party payment provider may be limited by your agreement with your financial institution, payment provider and/or by applicable law, GoEscrow is not liable to any User if GoEscrow does not complete a Transaction as a result of any such limit, or if a financial institution fails to honour any credit or debit to or from the GoEscrow Escrow Bank Account or GoEscrow Bank Account.

GoEscrow may post operating rules related to payment on the Site and change such rules from time to time.

2.5 General Conditions

If you arrive at the Site through entities linked and/or integrated with GoEscrow or otherwise by or through a third party (e.g., an auction or E-Commerce retailer), then you authorise such third party to transfer relevant data to GoEscrow to facilitate the Transaction. You represent and warrant that all information you provide to GoEscrow or to such third party will be true, accurate and complete. The party entering into this Agreement on behalf of any User represents and warrants that he/she is authorised to do so and to bind the User and is a natural person of at least eighteen years of age. To initiate and commence a Transaction, all Users to a Transaction must register at the Site, agree to the Agreement, and agree to follow the GoEscrow Instructions.

Money held in GoEscrow Escrow Bank Account does not earn interest for the Parties.

Final settlement will only be made to the pre-verified user bank account and not to any other bank account unless instructed by enforceable arbitration agreement or by instruction from an Australian Court or Statutory Body.

2.6 The Sellers Obligations

On the Site menu each Seller must provide correct identification information and designate a bank account for settlement to which on settlement GoEscrow will remit money equal to the Item Price. The Seller must be the account holder of that bank account. The Seller authorises GoEscrow or its third party agents to initiate credit entries to such Seller's Account for payment of the Item Price or applicable balance due, and to debit Seller's escrow account with GoEscrow to discharge GoEscrow's obligations to secure and manage the money in escrow for the transaction.

Each Seller in a Transaction shall deliver the items being products and/or service agreed with a buyer for supply outside of the Site and this Agreement directly to the Buyer (or Buyers). The

Seller acknowledges that GoEscrow is not involved in the supply, delivery or warranty of the Items to the Buyer.

In the event that a transaction is created and not accepted by the Buyer within fourteen days the Seller agrees that GoEscrow will cancel the transaction. In the event that a transaction is accepted by the Buyer but the Buyer does not fully fund the transaction Amount by depositing into escrow within fourteen days the Seller agrees that GoEscrow will cancel the transaction and return the Item Price or part thereof to the Buyer.

The Seller agrees that the Buyer must authorise settlement unless GoEscrow Dispute Management terms allow GoEscrow to settle to the Seller without the Buyers authority.

The Seller agrees that a fully funded escrow transaction will remain open for 36 months until settlement or dispute resolution closes the transaction. If a transaction does not close within 36 months and the Seller does not reply to communication attempts by GoEscrow for 36 months or the Seller replies to communications from GoEscrow but does not explicitly authorise a transaction cancellation settlement or initiate a formal dispute process for 36 months then GoEscrow will consider the transaction abandoned by the Seller. In the event a transaction is abandoned by both the Buyer and Seller then the Buyer agrees that as per NSW Legislation 'Unclaimed Money Act 1995 No 75' funds equal to Item Price are remitted to NSW Government – NSW Trustee and Guardian (NSW Trustee) and that the Seller will forfeit any claim to GoEscrow for the funds in escrow and GoEscrow shall be fully released from all liability and obligations with respect to the escrow funds and their management.

The Seller agrees that money in escrow does not earn interest for the seller.

The Seller has read and understands the GoEscrow Dispute Management process and accepts that in the event of the Buyer lodging a dispute that should the Seller not respond To GoEscrow and accept or not accept the dispute request within fourteen days that they are uncommunicative and that GoEscrow will remit the Escrow Amount as requested by the Buyer.

The seller agrees to create a user generated transaction description that is reasonably correct where the transaction is initiated by the seller. Where the user generated transaction description is generated by the buyer the seller agrees to not accept the transaction unless the user generated transaction description is reasonably correct.

2.7 The Buyers Obligations

On the Site menu The Buyer must provide correct identification information. If a Seller initiates a Transaction the Buyer will accept or deny the transaction creation and agrees that if they do not that GoEscrow will cancel the transaction in fourteen days. If the Buyer accepts the transaction the buyer will within fourteen days deposit funds equal to the Transaction Amount into the GoEscrow bank account using the payment details in the Transaction Details page on the Site and in the site Account Details menu for deposits into escrow. The Buyer may make one or multiple deposits up to the Transaction Amount. Excess deposits will be returned to the Buyer on settlement provided the Buyer has provided settlement bank details in the Site. The Buyer acknowledges that if they deposit monies to any other non-GoEscrow bank account (eg a sellers personal bank account) that GoEscrow is not in receipt of that money and is not responsible for its secure escrow retention. The Buyer acknowledges that if they do not fully fund the entire Transaction Amount by deposit into the GoEscrow bank account within fourteen days that GoEscrow will cancel the transaction and return to the Buyer any balance minus the GoEscrow Fee levied for the escrow management services.

On authorisation to settle the transaction the Buyer authorises GoEscrow or its third party agents to initiate a credit to the Seller's personal bank account for payment of the Item Price or applicable balance due, and to debit Seller's escrow account with GoEscrow to discharge GoEscrows obligations to secure and manage the money in escrow for the transaction.

If the Buyer establishes a Timed Escrow or agrees to a seller established Timed Escrow, then the Buyer acknowledges that the date/time set is the agreed settlement time and that they agree to this settlement unless the Buyer creates a transaction dispute to suspend automatic timed settlement. Specifically, the Buyer acknowledges that for Timed Escrow transaction types that they do not authorise settlement by an action in the Site and that they have pre-authorised settlement by their transaction creation or acceptance.

The Buyer agrees that if they are in receipt of the Items and that the Items are as described by the Seller and that the Buyer is satisfied that the Buyer will authorise settlement with GoEscrow via the Site for Anytime Escrow or by early settlement for Timed Escrow or by letting the Timed Escrow auto-settle without dispute.

The Buyer acknowledges that GoEscrow is not involved in the supply, delivery or warranty of the Items supplied by the Seller to the Buyer.

In the event that a transaction is created and not accepted by the Seller within fourteen days the Buyer agrees that GoEscrow will cancel the transaction and refund to the Buyer any monies deposited to GoEscrow minus the GoEscrow Fee. In the event that a transaction is accepted by the Seller but the Buyer does not fully fund the transaction Amount by depositing into escrow within fourteen days the Buyer agrees that GoEscrow will cancel the transaction and return the Item Price or part thereof to the Buyer.

The Buyer agrees that the Buyer must authorise settlement unless GoEscrow Dispute Management terms allow GoEscrow to settle to the Seller without the Buyers authority.

The Buyer agrees that a fully funded escrow transaction will remain open for 36 months until settlement or dispute resolution closes the transaction. If a transaction does not close within 36 months and the Buyer does not reply to communication attempts by GoEscrow for 36 months or the Buyer replies to communications from GoEscrow but does not explicitly authorise settlement or initiate a formal dispute process for 36 months then GoEscrow will consider the transaction abandoned by the Buyer. In the event a transaction is abandoned by both the Buyer and Seller then the Buyer agrees that as per NSW Legislation 'Unclaimed Money Act 1995 No 75' funds equal to Item Price are remitted to NSW Government – NSW Trustee and Guardian (NSW Trustee) and that the Buyer will forfeit any claim to GoEscrow for the funds in escrow and GoEscrow shall be fully released from all liability and obligations with respect to the escrow funds and their management.

The Buyer agrees Money held in escrow does not earn interest for the Buyer.

The Buyer has read and understands the GoEscrow Dispute Management process and accepts that in the event of the Seller lodging a dispute that should the Buyer not respond To GoEscrow and accept or not accept the dispute request within fourteen days that they are uncommunicative and that GoEscrow will remit the Escrow Amount as requested by the Seller.

The buyer agrees to create a user generated transaction description that is reasonably correct where the transaction is initiated by the buyer. Where the user generated transaction description is generated by the seller the buyer agrees to not accept the transaction unless the user generated transaction description is reasonably correct.

2.8 GoEscrow Obligations

GoEscrow is obligated to perform only the duties described in this agreement. GoEscrow shall not be liable for any error in judgement, for any act taken or not taken, or for any mistake of fact or law, except for gross negligence or wilful misconduct (subject to the limitations in this agreement below). GoEscrow may rely upon any notice, demand, request, letter, certificate, agreement, or any other document which purports to have been transmitted or signed by or on behalf of a User indicated as the sender or signatory thereof and shall have no duty to make

any inquiry or investigation. In the event that GoEscrow is uncertain as to GoEscrow duties or rights under this Agreement, receives any instruction, demand or notice from any User or financial institution which, in GoEscrow's opinion, is in conflict with any of the provisions of this Agreement, or any dispute arises with respect to this Agreement, GoEscrow may (i) consult with legal counsel of our choice and any actions taken or not taken based upon advice of legal counsel shall be deemed consented to by you, or (ii) refrain from taking any action other than to retain the funds in escrow for settlement in accordance with the agreement of the Parties or the determination of an arbitrator pursuant to an arbitration commenced and conducted in accordance with Dispute Management section of this agreement or a settlement in accordance with a non-appealable instruction from an Australian Court or Statutory Body, or (iii) discharge our duties under this Agreement by depositing all funds with an Australian Court or Statutory Body.

GoEscrow may, at any time, give notice of GoEscrow's intent to resign as the escrow management service provider for a transaction. If, within fourteen days of such notice, GoEscrow has not received notice from the Parties in a Transaction that they have designated a substitute escrow management services provider, GoEscrow may discharge GoEscrow duties under this Agreement by depositing all escrowed funds with an Australian Court or Statutory Body of competent jurisdiction. If an alternate escrow management service provider is so designated by the Parties, GoEscrow shall be discharged from duties under this Agreement, the by delivering the Transaction Amount minus GoEscrow Fee to such person or entity by electronic funds transfer. Upon electronic transfer and receipt by banking institutions pursuant to this Agreement, GoEscrow shall be fully released from all liability and obligations with respect to the escrow funds and their management.

GoEscrow will provide a commercial invoice for GoEscrow Fees by email. GoEscrow will provide to the Buyer a receipt document for monies placed into escrow by email. GoEscrow will provide to the Seller a payment document for monies remitted from escrow by email.

2.9 Cancelling A Transaction

A party in a transaction can request a transaction be cancelled. In the event a cancellation request is made and accepted in the Site by the other party GoEscrow will refund to the Buyer the Escrow Amount retaining the GoEscrow Fee and change the transaction status to cancelled. If the other party does not accept the cancellation request the transaction status will revert to active as if the request were not made.

2.10 Dispute Management

In the event where a buyer has not, can not or will not authorise settlement to the Seller or a seller has not, can not or will not authorise a Transaction Cancellation request from a buyer, GoEscrow has Dispute Management processes.

GoEscrow will hold escrow funds on behalf of both Parties in the event of a dispute between the Parties and will not act to make any determination on any party outside of the Terms allowing the parties engage each other to resolve their dispute or engage third party arbitration services or invoke other legal remedies. For assistance see the Australian Government links at the bottom of URL page: <https://goescrow.com.au/disputedesk-app/>

To inform GoEscrow about a dispute and have all activity on a transaction suspended complete the form here <https://goescrow.com.au/disputedesk-app/>

Within twenty four business hours of submission if information entered matches the Site transaction data held by GoEscrow then GoEscrow will change the transaction status to "In Dispute" and no activity will be possible from that point on. Activity may occur on the transaction up until GoEscrow actions the request and changes the transaction status to "In Dispute".

If a dispute is requested for a Timed Escrow and the settlement time is less than twenty four business hours away the dispute may not suspend the Timed Escrow in time. In this situation GoEscrow shall be fully released from all liability and obligations with respect to the escrow funds and their management if settlement occurs with no liability for damages.

A disputed transaction will stay disputed until the requestor informs us otherwise in writing. If you request a settlement or split-settlement GoEscrow will attempt to contact the opposite party by email, voice or SMS to inform them of the request and seek their acceptance or non-acceptance. There will be one of five possible outcomes:

1. If the opposite party replies to GoEscrow and accepts the request, we will settle funds after checks as requested.
2. If the opposite party doesn't reply to GoEscrow after multiple attempts over fourteen days then we consider them to be uncommunicative and will settle the funds after checks as requested.
3. If the opposite party replies to GoEscrow but does not explicitly accept or not accept the dispute within fourteen days then we consider them uncommunicative and will settle funds after checks as requested.
4. If the opposite party replies to GoEscrow with non-acceptance of the dispute (IE rejects the dispute) then only by both party agreement, by enforceable arbitration agreement or by instruction from an Australian Court or Statutory Body will we settle funds after checks as instructed.
 - GoEscrow may at its discretion require instructions from the Parties to be witnessed by a Justice Of The Peace or Commissioner for Declarations.
5. If a transaction is in dispute with no resolution for 36 months then as per NSW Legislation 'Unclaimed Money Act 1995 No 75' funds are remitted to NSW Government – NSW Trustee and Guardian and the Parties will forfeit any claim to GoEscrow for the funds in escrow and GoEscrow shall be fully released from all liability and obligations with respect to the Agreement, the escrow funds and their management.

2.11 Questions

You may inquire about transactions and payments made through the Service by calling the toll-free number that appears on the Site or by filling out the helpdesk form here: <https://goescrow.com.au/helpdesk-app/> or using the alternative contact methods listed on that URL.

If you believe an error has been made or there has been unauthorised use of your Account or the Services, you agree to call or send an e-mail as soon as possible, but no later than 12 business hours after you became aware of an error. When you contact GoEscrow, please be prepared to provide your name, Transaction ID number, the email address and mobile number you have registered on the Site.

2.12 Communication

You agree that all disclosures and communications regarding this Agreement and the Service shall be made by e-mail or on the Site, unless the User and GoEscrow make other arrangements.

2.13 Digital Identification

You understand and agree that GoEscrow will create, issue, and verify a digital identification (a "GoEscrow ID") for each User and associate user supplied identification documents with that GoEscrow ID. The GoEscrow ID is attached to electronic documents, transaction records, banking partner payments and receipts, submitted electronic forms e-mails and mobile communications where email address and mobile phone records match. You agree that attachment of your GoEscrow ID is a valid "Electronic Signature."

2.14 Escrow Payments and Fees

The Buyer agrees to pay the GoEscrow Fee for escrow management services.

The GoEscrow fee is disclosed on the Site at the time the transaction creation and it is added onto the Item Price for the Transaction Total that the Buyer must remit into the GoEscrow Escrow Bank Account. GoEscrow Fees are non-refundable. On receipt of cleared funds made into the GoEscrow Escrow Bank Account GoEscrow will first deduct the GoEscrow Fee for the escrow management service and remit the fee amount to the GoEscrow Bank Account as payment, issue a fully paid invoice document to the Buyer followed by a receipt document for the Buyer payment into GoEscrow Escrow Bank Account for the remaining monies that contribute to the Item Price total to the Buyer now held in escrow. If multiple payments are made by the Buyer multiple receipt documents will be issued to the Buyer for the partial payment of the Item Price. In the event the Buyer remits excess funds GoEscrow will issue the receipt document into escrow for amounts received and on settlement reverse the excess amount back to the Buyer provided the Buyer has informed the Site of their bank account details for settlements. In the event of a transaction cancellation that the Parties agree to any payment of Item Price made into escrow will be remitted back to the Buyer with a payment document to the Buyer. For clarity if a transaction is fully or partially funded and cancelled then GoEscrow Fees for escrow management services are not reversed.

GoEscrow fees may change from time to time in GoEscrow's absolute and sole discretion. GoEscrow Fees are always disclosed by the Site at transaction creation. Transaction creation or acceptance constitutes acceptance of the GoEscrow Fee amount. GoEscrow is not responsible for payment of any GST, sales, use, personal property or other governmental tax or levy imposed on any items purchased with payment made using the Sites or otherwise arising from the Transaction other than the GST component of the GoEscrow Fee.

2.15 Security

The Site records your device metadata, often referred to as device fingerprinting, for the purposes of law enforcement, fraud detection and audit. Our device fingerprinting may record your browser type, IP address, operating system type, hardware profile, screen size and resolution, software user-agent, system language and country, device orientation, installed fonts and web plugins and system time zone. This information is combined to create a 'device hash' which is a unique mathematical representation of the above attributes. We store this information as the device fingerprint used for an interaction with our service and we call this a Device Fingerprint ID. If a new Device Fingerprint ID is used for transaction settlement authorisation GoEscrow may at its discretion delay settlement.

GoEscrow uses secure sockets layer ("SSL"), a security protocol that provides data encryption, server authentication, and message integrity for connections to the Internet to ensure that the data you provide GoEscrow is not transmitted over the Internet unencrypted and cannot be viewed by unauthorised individuals.

The Site has a security system requiring identification by email address and a password for access with second factor authentication (2FA) required for account changes and transaction

confirmations. To approve an action secured with 2FA on action a secret code will be sent by GoEscrow to your email address or mobile phone as appropriate and you will be required to enter this code back into the Site.

Your password must be kept secure at all times and must not be disclosed to any other person or entity and you must not disclose 2FA messages from GoEscrow sent to your email or mobile device to any other person or entity. If someone else is able to use your email address and password to access the Site then any action or request made by the user will be taken to be authorised by you. If someone else is able to use a 2FA code sent to the email or mobile number held by GoEscrow as belonging to your account, then authorise transaction actions, it will be held that the authorisation was made by you. If a transaction confirmation authorisation occurs with email/password and 2FA code from a device as indicated by Device Fingerprint ID was not used previously by you it will be held that the authorisation was made by you.

You must not attempt to access any user account details or other information that does not relate to you. You must notify us immediately if you believe there has been any unauthorised use of your GoEscrow account, GoEscrow I.D. email or password, and must immediately change your password if requested by us.

If you receive change of password, email or mobile phone notification from us and you did not initiate the change you must contact us immediately.

Any information transmitted by you using the services will be assumed to be reliable, accurate, complete and up to date.

2.16 Trade marks

All unattributed trade marks displayed on the Site are trade marks of GoEscrow or their respective owners. Nothing contained on the Site grants any license or right of use of any trade mark displayed on the Site without the express written permission of the trade mark owner.

2.17 Privacy Policy

GoEscrow is subject to Privacy Act 1988 and chooses to follow Australian Privacy Principles (APPs) as our Privacy Act 1988 compliant framework. See our Privacy Policy here: <https://goescrow.com.au/privacy-policy/>

2.18 Intellectual property and restrictions on use of Content on the Site

All information, text, material, graphics and advertisements on the Site (Content) are protected by copyright.

You must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute this Content in any way except as expressly provided for on the Site or expressly authorised in writing by GoEscrow. Strictly on the condition that you keep all Content intact and in the same form as presented on the Site (including without limitation all copyright, trade mark and other proprietary notices and all advertisements), you may:

- using an industry-standard web browser and the GoEscrow mobile apps download and view the Content for your personal, non-commercial use; or
- if you are an internet service and/or access provider, supply the Content to your subscribers.

You must not use any robot, spider, other automated device, or manual process to monitor any content from, hosted by or that is otherwise available using the Site.

2.19 Confidentiality

Confidential Information means any documentation or information whether provided on paper, electronically, verbally or otherwise and whether marked as confidential or otherwise, that relates to a party to this Agreement and that party's personal, financial or business affairs or this Agreement. Confidential Information includes but is not limited to intellectual property, information that is secure Site content, the product of any research, customer lists, financial information, and business plans of GoEscrow;

Where a User comes into possession of Confidential Information, the User must not, and must ensure that its associates, contractors, agents, advisers and employees do not do any of the following:

6. Disclose that Confidential Information to any third party without the prior written consent of GoEscrow or unless required by law.
7. Use the Confidential Information except to the extent necessary for the purposes of your access to the Service.
8. Use the Confidential Information in any way or at any time to the detriment of the GoEscrow.

The obligations in this clause survive the termination of the Agreement.

2.20 Prohibited Acts

The following acts are prohibited:

- Send, upload, distribute or disseminate or offer to do the same with respect to any unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content.
- Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature.
- Transmit content or use the shared notes feature of the Site that in the opinion of GoEscrow acting reasonably may be considered harmful to or inappropriate for minors.
- Impersonate another person (via the use of an email address or account or mobile or other communications technology) or otherwise misrepresent yourself or the source of any communication.
- Use the Service and the Site to violate the legal rights (such as rights of privacy and publicity) of others.
- Promote, encourage or participate in illegal or unlawful activity.
- Interfere without cause in the reasonable use or enjoyment by other users of the Service
- Create multiple user accounts, create user accounts by automated means or otherwise engage in false, fraudulent, deceptive or misleading conduct in respect of user identity.

- Sell, trade, resell, transfer or otherwise attempt to dispose of a GoEscrow account, or otherwise exploit any content on the Service for any unauthorised commercial purpose.
- Modify, adapt, translate, or reverse engineer any portion of the Service and the Site.
- Remove any copyright, trade mark or other proprietary rights notices contained in or on the Site.
- Reformat or frame any portion of the Site.
- Create third party software without the permission of GoEscrow.
- Misrepresent GoEscrow, the Site or the Service as being associated with content with another website, web service, software service, software or other service without GoEscrow's prior permission.
- Breach the terms and conditions of the Agreement.

2.21 Source Of Funds Disclosure

It is a regulatory requirement for GoEscrow to understand users, which may at times include collecting and verifying users source of funds. This is a requirement as per our licensing conditions and regulatory obligations. A part of this requirement is the ability to collect and verify information on our customers' Source of Funds used to transfer money into escrow. Identifying Source of Funds ensures we are complying with AML/CTF (Anti-Money Laundering & Counter Terrorism Act 2006) legislation.

If required to verify source of funds the Service will prompt you to complete a short survey with basic questions and you may be required to upload relevant supporting documentation for validation. The questions will provide us with information about where you obtain your primary source of funds that you use to deposit into escrow. The type of supporting document(s) you will need to provide will vary depending on your source(s) of funds. A few examples could include payslips, bank statements, tax returns and/or share portfolio statements.

Privacy and security of your information is important so the Service will encrypt and secure this information and only make it available to GoEscrow compliance staff and Law Enforcement where required. The information will be at all times held in accordance with our Privacy Policy and this agreement. The information will not be used for any other purposes, including marketing, other than for compliance with our regulatory obligations.

You agree to complete any source of funds request for information within fourteen days.

2.22 Disclaimers

You expressly agree that your use of the Services is at your sole risk. The Service is provided on a strictly "as is" and "as available" basis. GOESCROW MAKES NO WARRANTY WITH REGARD TO THE UNDERLYING TRANSACTION, ANY ITEMS OBTAINED BY YOU THROUGH THE USE OF THE SITE OR THE SERVICES, THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES OR THE SITE WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE.

GoEscrow expressly disclaims any and all express and implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. GoEscrow shall not be liable or responsible for those guarantees, warranties and representations, if any, offered by any Seller of items. No advice or information, whether oral

or written, obtained by you from GoEscrow or through the Services shall create any warranty not expressly made herein.

You acknowledge and agree that GoEscrow does not endorse the website of any third party, or assume responsibility or liability for the accuracy of any material contained therein, or any infringement of third party intellectual property rights arising there from, or any fraud or other crime facilitated thereby. In no event will GoEscrow be liable for any act or omission of any third party, including, but not limited to, your financial institution, any payment system, any third party service provider, any provider of telecommunications services, Internet access or computer equipment or software, any mail or delivery service or any payment or clearing house system or for any circumstances beyond GoEscrow's control (including but not limited to, fire, flood or other natural disaster, war, riot, strike, terrorism, act of civil or military authority, equipment failure, computer virus, infiltration or hacking by a third party, or failure or interruption of electrical, telecommunications or other utility services).

2.23 Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER GOESCROW NOR ITS AFFILIATES, SHALL BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, RELATING TO YOUR USE OF THE SITE OR THE SERVICE OR YOUR INABILITY TO USE THE SITE OR THE SERVICE.

2.24 Termination of Services

GoEscrow may suspend or terminate your use of the Services at any time, without notice for any reason, in GoEscrow's sole discretion. Except as warranted by risk to the security, privacy or integrity of the Services, GoEscrow will attempt to provide you with prior notice of the suspension or termination of the Services by sending you an e-mail, but GoEscrow is not obligated to do so. You shall remain liable for all Transactions you initiate through the Services prior to such termination, and the performance of your obligations, including but not limited to, the delivery of the items and the payment of all amounts you owe prior to termination or discontinuation of your use of the Services. You agree to pay all costs and expenses (including reasonable legal fees) that GoEscrow may incur in order to (a) collect any amounts you owe under this Agreement or (b) to initiate an arbitration or judicial proceeding to resolve a dispute between Buyer and Seller if GoEscrow chooses or is required to do so.

2.25 Non-Transferability of the Services

You may not assign this Agreement to any other person or entity. Your right to use the Services shall not be sold or transferred to any other person or entity without the prior written consent of GoEscrow. GoEscrow may assign this Agreement upon notice to you. Any assignment or transfer in violation of this provision shall be null and void.

2.26 Modifications

GoEscrow reserves the right to change this Agreement, or any portion of it, at any time, without prior notice, provided that no such change will apply to a Transaction once the Users to such Transaction have agreed to the Transaction. You understand that the most recent version of this Agreement will be located on the Site and available here: <https://goescrow.com.au/tsandcs/>

2.27 Notices

Notices from GoEscrow to you will be given by e-mail, or by SMS or by general posting on the Site. You may contact GoEscrow by filling out the customer support form or such other email

address as GoEscrow posts as its address for notice on the Site and here: <https://goescrow.com.au> and in the most recent version of the Terms of Use Agreement for the GoEscrow Payment Protection Platform

2.28 Indemnification

You agree to indemnify and hold GoEscrow, GoEscrow affiliates and their respective officers, directors, shareholders, employees and assigns, harmless from any claim, demand, expense or damage, including legal fees and court costs, arising from or relating to your use of the Services or any violation of this Agreement, the rules contained on the Site including, without limitation, payment of GoEscrow fees and any charge backs from a card organisation or reversal or nonpayment of any bank electronic credit or debit to GoEscrow Escrow Bank Account or GoEscrow Bank Account.

2.29 Miscellaneous

In the event of any dispute, claim, question, or disagreement arising from or relating to, this Agreement or to Transactions, or breach of any of them, you agree to resolve such dispute in the manner set forth in the Agreement. This Agreement shall be governed by the laws of New South Wales, Australia. Any dispute shall be resolved pursuant to the Dispute Resolution and Governing Law/Venue provisions of the Agreement. This Agreement constitutes the entire agreement between GoEscrow and you relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, communications and/or advertising with respect to such subject matter. If there is a conflict between the terms and conditions of this Agreement, the rules contained on the Site, and/or the GoEscrow Instructions, then the conflicting terms then these Terms Of Use of the GoEscrow Payment Protection Platform shall control first, the rules contained on the Site shall control second and those set forth in the General GoEscrow Instructions shall control third.

GoEscrow's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by GoEscrow in writing. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto.

GoEscrow may assign this Agreement to any current or future affiliated company and to any successor in interest. GoEscrow also may delegate certain GoEscrow rights and responsibilities under the Agreement to independent contractors or other third parties.

If you are a registered User of the Site, then each time you request the Service will constitute your agreement to these Terms Of Use of the GoEscrow Payment Protection Platform, as amended from time to time in GoEscrow's sole discretion, and evidence that you have read, understood and accepted the then applicable Terms Of Use the GoEscrow Payment Protection Platform.