

Account Application

For Organisations with ABN





CLIENT APPLICATION

Escrow account setup - ABN Holders

Form Number: **GOE-CA3-001**

Publish Date: **1-MAY-2024**

This form establishes a new account with GoEscrow and an Escrow Bank Account. This form is for Australian entities with an ABN.

A. Organisation Details (The Client)

Organisation Name	ABN
Main Email Address	Website Address

Primary Place Of Business (Not a PO Box)

Street Address 1	Street Address 2		
Suburb	State	Post Code	Main Phone

ASIC Registered Office (If different to above and not a PO Box)

Street Address 1	Street Address 2	
Suburb	State	Post Code

Structure Options

(If yes GoEscrow may request additional information)

Is organisation majority owned by another Australian ABN holder?

Yes No

Is organisation majority owned by an overseas person or entity?

Yes No

Does organisation act 'As Trustee For' a trust?

Yes No

Is organisation listed or majority owned by ASX listed company?

Yes No

B. Bank Deposit Details

When acting as a seller or when receiving refunds we will settle money to your entities bank account. Please provide your information here:

Account Name

Bank account name should closely match the entity name.
GoEscrow may remit a \$0.01 transfer and request a transaction reference code as confirmation.

BSB Account Number

SWIFT codes are required for international bank accounts. Further details may be requested for international settlements.

Bank/Institution Name

PayID (optional)

A PayID must match the company and will be used for instant settlements where possible.

SWIFT (optional)

C. Primary Contact Person

First Name	Middle Name	Last Name
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Position

Mobile Phone

Other Phone

Email Address



CLIENT APPLICATION

Escrow account setup - ABN Holders

Application continued.

D. Directors

Director 1 (required)

First Name	Middle Name	Last Name
Mobile Phone	Other Phone	Email Address

Director 2 (optional)

First Name	Middle Name	Last Name
Mobile Phone	Other Phone	Email Address

Director 3 (optional)

First Name	Middle Name	Last Name
Mobile Phone	Other Phone	Email Address

Director 4 (optional)

First Name	Middle Name	Last Name
Mobile Phone	Other Phone	Email Address

E. Authority and Execution

I authorise GoEscrow Pty Ltd ACN 650 709 354 to create an account in our organisations name. We have read, understood and agree to the attached Terms Of Use Agreement and we have read and understood the attached Product Disclosure Statement.

This Escrow Agreement is EXECUTED for and on behalf of:

Organisation Name	ABN
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By:

First Name	Last Name
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By executing the Escrow Agreement the signatory warrants that the signatory is duly authorised to execute this Escrow Agreement on behalf of the Client.

Signature

Date





ESCROW AGREEMENT

Terms Of Use Agreement

This are the terms of use of the GoEscrow Payment Protection Platform for the management of money held in escrow in Australia.

1. Introduction

This is our Terms Of Use for the GoEscrow Payment Protection Platform in Australia.

1.1 Distribution

This document is for public release via our web site <https://goescrow.com.au/tsandcs/>.

1.4 Related documents

In addition to this Terms Of Use 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. Definitions

Business Day – Any weekday (Monday to Friday) excluding public holidays in NSW, between 9:00 AM and 5:00 PM.

Dispute Management – is the process and terms for settlement of a transaction where The Payer has not, cannot or will not authorise settlement or The Payee has not, cannot or will not authorise a Transaction Cancellation request or either user wishes to pause and lock a transaction.

Escrow and Escrow Service – Escrow is a financial arrangement where a third party (The Company) temporarily holds and manages funds on behalf of two transacting parties until predefined conditions of an agreement are met. The Escrow Service ensures security for both parties by safeguarding the funds until The Payer authorises settlement to The Payee or a dispute resolution process determines the appropriate action. The Company acts as a neutral intermediary, mitigating risks associated with payment defaults, fraud, or non-fulfilment of agreements.

Escrow Bank Account – is the AUD\$ bank account operated by The Company's bank in the name of The Payer that receives and holds deposits for a transaction with a Payee. **Escrow Management Fee** – is the fee, inclusive of GST, charged by The Company to manage the escrow transaction. This fee is variable and is disclosed during transaction establishment to the paying party. A receipted invoice for the fee is provided on Funding or partial Funding of a transaction.

Funding – Funding is Transaction Funding is the process of The Payer depositing money into their Escrow Bank Account for a Transaction.

GoEscrow ID – is the unique identifier within The Site used to tokenise The Users ABN or individual name, email address and mobile phone. An email can only be associated with one GoEscrow ID. A mobile number can only be associated with one GoEscrow ID.

Settlement Bank Account – The Payee's personal or business bank account into which Settlements occur.

Settlement and Settlement Amount – The process of The Company remitting the funds held in the Escrow Bank Account to The Payee or back to The Payer in the event of cancellation or as the result of a Dispute Management process. The Settlement Amount is the Transaction Amount minus any Escrow Management Fee and is also referred to as The Item Price in other company documents, promotional material and The Site.

The Company – is GoEscrow Pty Ltd ACN 650 709 354 an Australian Financial Services Representative No. 001312536 of Airpay Financial Technologies Pty Ltd ("Airpay") who hold Australian Financial Services Licence (AFSL No. 526194). Airpay can be contacted at admin@airpayfintech.com. The Company offers general financial advice and can assist in obtaining non-cash payment products, including deposit and payment solutions.

The Company Bank Account – Refers to the bank accounts used by The Company for operational purposes.

The Item and The Item Price – The Item refers to the products and services The Payee provides to The Payer and The Item Price is the amount The Payer wishes The Payee to receive at settlement for The Item. The Item Price is The Settlement Amount and is also referred to as The Escrow Amount in other company documents, promotional material and The Site.

The Parties – refers to The Company, The Payer and The Payee.

The Payee – The entity or individual providing products and services to The Payer who receives payment via escrow when settlement is authorised by The Payer. The Payee is also referred to as the Funds Receiver, The Seller, The Service Supplier or The Product Supplier in other company documents, promotional material and The Site.

The Payer – The entity or individual receiving products and services from The Payee who sends payment via escrow to The Payee when they authorise settlement. The Payer is also referred to as the Funds Sender, The Buyer, The Service Receiver or The Product Receiver in other company documents, promotional material and The Site.

The Payment Protection Platform and The Platform – The Company's digital escrow, cashless payment software and technologies used to manage payments between The Users where payment is held in escrow pending settlement. The Users interact with The Platform via The Site.

The Policies – are documents that define The Companies operating rules, ideas, procedures and plans.

The Referrer – An entity or individual introducing The User to The Company.

The Requester – The Party initiating a dispute under the Dispute Management process.

The Site – The Company's website, mobile and web applications, and other digital platforms used for transactions with The Payment Protection Platform and public communications.

The User – Refers to the registered account holder accessing The Platform to act as either The Payer or The Payee in a transaction. The User is identified by their GoEscrow ID.

The Users – Refers to both The Payer and The Payee in a transaction.

Terms of Use and The Terms – This agreement governing all escrow transactions.

Transaction and Transaction Amount – A payment process tracked under a unique Transaction ID within the escrow Payment Protection Platform. Transaction Amount is the transaction total and equals The Settlement Amount and The Escrow Management Fee.

Capitalised Terms used in this Agreement shall have the same meaning as their corresponding non-capitalised terms, unless otherwise defined or the context clearly requires a different interpretation.

3. Interpretations

Unless otherwise stated:

- **Agreement**: A reference to an agreement includes any modifications or replacements.

- **Business Day**: If a due date falls on a non-Business Day, it will be moved to the next Business Day.

- **Currency**: All monetary amounts are in Australian dollars (AUD).

- **Headings**: headings are for convenience only and do not affect interpretation.

- **Includes**: Terms like "include," "includes," and "including" mean "without limitation."

- **Corresponding Meanings**: Defined words also apply to their grammatical variations.

- **Joint and Several**: Obligations apply jointly and severally when involving multiple parties.

- **Law**: References to laws include amendments or replacements.

- **Person**: A "person" includes their respective legal successors and assigns.

- **Construction**: No interpretation rule disadvantages the drafting party.

4. General

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.

5. Duration

This agreement is valid from the date of execution until The User terminates it in writing or by The User closing their account on The Platform. The agreement remains effective until all pending transactions are settled, or two months after notice is given or account closure, whichever is later. On termination or the closure of an account all records are retained by The Company for compliance and regulatory purposes.

6. Appointment

The Users appoint The Company to manage the transaction and hold in escrow the Settlement Amount on behalf of The Users in accordance with this Agreement.

7. Terms of Use

By using The Company's Payment Protection Platform, The Users agree to follow The Terms. The Escrow Service is used through The Site and banking payment gateways. By selecting to use The Platform, The Users confirm their acceptance of these terms and agrees to be legally bound by them.

7.1 Escrow Service Limits

The Platform can only be used for lawful transactions and only registered parties may use the Escrow Service. Applicable State and Federal laws may apply. Prohibited activities include transactions involving:

- Illegal drugs, goods and services
- Counterfeit and intellectual property violating goods
- Pharmaceuticals, gambling, and other restricted items and prohibited goods
- Restricted financial activities
- Sanctioned individuals or entities.

The Company, at its sole discretion, may refuse any transaction that appears unauthorised, unlawful, or in violation of law rule or regulations.

7.2 Third-Party Financial Restrictions

The Company shall not be held responsible for any transaction failures, delays, or errors resulting from the actions, omissions, policies, or operational procedures of financial institutions, including banks, payment processors, or other third-party service providers.

7.3 Other Limits

The Company may establish and publish operating rules, procedures, or guidelines on The Site, and may modify or update such rules from time to time at its discretion. Continued use of the Platform after any changes constitutes acceptance of the updated rules.

7.4 Modifications to Terms of Use

The Company reserves the right to update or modify these Terms of Use at any time. Changes will be communicated via The Site, and continued use of the Escrow Service constitutes acceptance of the revised terms.

8. General Conditions

- The Users warrant that all information provided to The Company is true, accurate, and complete.

- The Users warrant that they are at least eighteen years old and an Australian Resident or Australian Student or Work Rights Visa Holder or a regulated Australian entity eligible for an Australian Business Number (ABN).

- Money held in the Escrow Bank Account does not earn interest for The User.

- Settlements will only be made to the designated Settlement Bank Accounts unless an enforceable arbitration agreement presents

or Australian court or statutory body directs otherwise.

- The Company may establish and enforce operational rules that The User must adhere to when using The Payment Protection Platform.

- The User agrees to indemnify The Company against any losses resulting from unauthorised or unlawful use of the Escrow Service.

- A partially or fully funded transaction remains open for up to 36 months until settlement or dispute resolution occurs. If The User does not respond to communication attempts, The Company may classify the transaction as abandoned. If The Users both abandon the transaction, then the full or partially funded Settlement Amount will be transferred to the NSW Government's Trustee and Guardian under the Unclaimed Money Act 1995 No 75, and The User will have no further claim to the escrow funds.

8.1 Digital Identification and Tracking

The Platform logs interactions.

The Platform will tokenise The Users ABN or individual name, email address and mobile number to create and issue a GoEscrow ID which is the account digital identifier. Where The User provides their ABN or identity information, they consent to their information being checked with the document issuer or official records holder via third party systems for the purpose of confirmation.

The Platform may record your device metadata, often referred to as device fingerprinting, for the purposes of law enforcement, fraud detection and audit. The 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" and we call this a Device Fingerprint ID. If a new Device Fingerprint ID is used for transaction settlement authorisation The Company may at its discretion delay settlement for additional compliance and regulatory checks.

8.2 Source Of Funds and Source Of Wealth Disclosure

The Company is required to know its Users which may at times include collecting and verifying source of funds and source of wealth information. This is a licensing requirement and also ensures we are complying with Australian Anti-Money Laundering & Counter Terrorism Act 2006 legislation. If requested The User agrees to complete any source of funds or source of wealth questionnaire and provide any requested supporting documents within fourteen days.

9. The Users Obligations

The Users acknowledge:

- That if they have created or accepted the escrow transaction type "Anytime Escrow" that a fully funded transaction will settle to The Payee when The Payer authorises settlement on The Platform after regulatory checks and operational processes have occurred unless Dispute Management has changed the transaction status to "In Dispute".

- That if they have created or accepted escrow transaction type "Timed Escrow" that a fully funded transaction will settle to The Payee at the nominated date/time after regulatory checks and operational processes allow unless Dispute Management changes the transaction status to "In Dispute".

- That if they have created or accepted escrow transaction type "Contract Escrow" and agreed to the required settlement trigger(s) that a fully funded transaction will settle as soon the agreed triggers trip, after regulatory checks and operational processes allow, unless Dispute Management has changed the transaction status to "In Dispute".

- That if they have created or accepted escrow transaction type "ASAP Escrow" that a fully funded transaction will settle to The Payee on funding, after regulatory checks and operational processes allow, unless Dispute Management has changed the transaction status to "In Dispute".

The Users understand that The Payer deposits money into The Payers Escrow Bank Account for management by The Company on behalf of The Parties.

The Users understand that if The Payer deposits money directly into The Payees personal or business bank account that The Company is not responsible for holding or managing those funds in escrow. For clarity, if money is not deposited into The Escrow Bank Account, then The Company is not managing funds in escrow.

The Users understand that if The Payer does not partially or fully fund a transaction within fourteen (14) days of transaction creation then The Company will close the transaction and change the transaction status to "Unfunded".

The User acknowledges that The Company is not responsible for the supply, delivery, or warranty of The Item(s).

The Users must keep passwords secure and must not disclose 2FA messages sent from The Platform to third parties. If a third party can use a 2FA code sent to the email or mobile number held by The Platform, as belonging to The User, it will be held that the second factor authorisation was made by The User. If The Users receive an unexpected change of password, email or mobile phone notification from The Company, then The Users must inform The Company immediately.

10. The Company's Obligations

The Company is obligated to perform only the duties described in this agreement. The Company 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). The Company 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 The Users indicated as the sender or signatory thereof and shall have no duty to make any inquiry or investigation.

The Company will email The Users when a "Transaction Status" or "Payment Status" changes for a transaction they are party to. Where a Referrer has introduced The User to The Company for a Transaction then communications may be sent to The Referrer for routing to The User.

A receipted invoice will be provided for Escrow Management Fees where a charge is levied to The User. Where a Referrer has introduced The User to The Company for a Transaction then the receipted invoice may be sent to The Referrer for routing to The User.

11. Cancelling a Transaction

Either User may request cancellation of a transaction and The Platform will set the transaction status to "Cancel Requested" and prompt the other party. If the opposite party agrees, the fully or partially funded Transaction Amount minus any fees is settled back to The Payers Settlement Bank Account. If the cancellation request is rejected by the other party the transaction status will revert to "Active". A Dispute Management request can be made.

12. Dispute Management

If The Payer does not authorise settlement, or The Payee rejects a Transaction establishment or Cancellation request, or a split settlement is agreed by The Users or a pause on a Timed Escrow is desired then a Dispute Management process should be initiated. The process is:

1. Report a dispute to The Company to suspend all activity on the transaction here: <https://goescrow.com.au/disputedesk/>

2. Within 24 business hours of being notified, The Company will change the transaction status to "In Dispute". No further activity can take place once this happens, but activity may continue until the status update is applied.

3. The Company will hold the escrow funds but will not be responsible for determining who is right. The involved parties must resolve the issue themselves, use an arbitrator, or take legal action.

4. If a dispute is raised for a Timed Escrow transaction less than 24 business hours before settlement, and the settlement goes through, The Company is not responsible for any issues, disputes or damages.

5. A transaction remains in dispute until The Requester informs The Company. If The Requestor requests a cancellation, partial settlement or Timed Escrow date/time change, The Company will email the other party for approval. One of five outcomes may occur:

a. If the other party agrees, funds will be settled after necessary checks or transaction date/time changed.

b. If the other party does not respond within 14 days, The Company will consider them unresponsive and settle funds after necessary checks or apply new settlement date/time.

c. If the other party responds but does not explicitly agree or disagree within 14 days, The Company will consider them unresponsive and settle funds after necessary checks or apply new settlement date/time.

d. If the other party rejects the request, funds will only be settled if both parties agree, through an arbitration decision, or if an Australian court or regulatory body instructs The Company to do so.

e. If the dispute remains unresolved for 36 months, the funds will be transferred to the NSW Trustee under the Unclaimed Money Act 1995, and all claims to the escrow funds will be forfeited.

Additional information:

1. The Company may require instructions from The Parties to be by email, in writing or in writing and signed by a Justice of the Peace or Commissioner for Declarations.

2. If the Company is unsure of its responsibilities, receives conflicting instructions, or if a dispute arises, it may:

a. Seek legal advice and follow the recommendations provided.

b. Hold the funds until the involved parties reach an agreement, arbitration results are available, or a court decision is made.

c. Transfer the funds to an Australian court or regulatory body for resolution.

d. The Company may resign as the escrow service provider at any time. If no replacement provider is assigned within 14 days, The Company will transfer all funds to an Australian court or regulatory body. If a new provider is appointed, The Company will transfer the escrow funds minus its fees and will have no further responsibility for the transaction.

13. Privacy & Compliance
The Company follows the Privacy Act 1988 (Cth) and adheres to the Australian Privacy Principles (APPs). The full policy is available here: <https://goescrow.com.au/privacy-policy/>

The Company is committed to effective and efficient customer complaints management and strives to manage customer complaints in an accountable, transparent, timely and fair manner that is compatible with all customer rights, reasonable customer expectations, our Terms Of Use, Privacy Policy, AML-CTF Program and other legal and regulatory responsibilities. The Company complaint handling policy is available here: <https://goescrow.com.au/complainthandling/>

14. Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of New South Wales, Australia. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of New South Wales.

15. General

• The Agreement can only be changed if both The Company and The User agree in writing.

• Rights in the Agreement can only be waived in writing. Delays in enforcing rights do not mean those rights are lost.

• Neither The Company nor The User can transfer their rights or obligations without written permission from the other party.

• If any part of the Agreement is found to be invalid or unenforceable, the rest of the Agreement will still apply.

• Notices or communications under this Agreement must be in writing and sent via The Site or email. Notices are considered delivered:

(a) Five business days after being posted within Australia.

(b) Ten business days if posted internationally.

(c) On the date of hand delivery during a business day.

(d) On the email timestamp unless a delivery failure notification is received. Emails after 5:00 PM (recipient's local time) are considered received on the next business day.

16. Disclaimers

• The Users understand that using The Escrow Service is at their own risk. The service is provided "as is" and "as available."

• The Company does not guarantee that transactions, services, The Platform or The Site will always meet The Users' needs or work without interruption, delays, or errors.

• The Company does not provide any guarantees or warranties, including fitness for a particular purpose, merchantability, or protection against infringement. The Company is not responsible for any promises made by other Users or Referrers. Any advice or information from The Company does not

create a warranty unless explicitly stated in this agreement.

• The Company does not take sides in disputes between Users or between Users and third parties. We do not make judgments regarding the conduct or claims of any party involved.

• The Users agree that The Company does not endorse third-party websites, nor is it responsible for their accuracy, legal compliance, or any criminal activity they may facilitate.

• The Company is not liable for actions or failures of third parties, including financial institutions, payment processors, internet providers, delivery services, or technical failures. The Company is also not responsible for disruptions caused by natural disasters, wars, strikes, cyber-attacks, or other uncontrollable events.

17. Limitation Of Liability

To the extent allowed by law, The Company and its affiliates are not responsible for any losses or damages—whether direct, indirect, accidental, special, or consequential—that arise from The Users using or being unable to use The Site, The Platform or The Escrow Service.

18. Termination

The Company reserves the right to suspend or terminate The Users access to the Escrow Service at any time, with or without prior notice and for any reason, including but not limited to a breach of the terms of service or suspected misuse. While The Company may attempt to notify The Users in advance via email where feasible, it is under no obligation to do so.

In the event that The Company is required to initiate legal proceedings to resolve a dispute involving The Parties, The Users agree to reimburse The Company for any reasonable costs incurred, including but not limited to legal fees, court costs, and associated expenses.

19. Non-Transferability

The Users may not assign, transfer, or otherwise dispose of this Agreement or any of their rights or obligations under it without the prior written consent of The Company. This includes any attempt to sell, assign, or transfer access to the Escrow Service. Any such action taken without The Company's written approval shall be deemed null and void.

The Company may assign or transfer this Agreement, in whole or in part, to any third party by providing notice to The Users.

20. Modifications

The Company reserves the right to modify or update this Agreement at any time without prior notice. Any such changes will take effect upon publication. However, modifications will not apply retroactively to transactions or agreements that have already been confirmed by the involved parties prior to the effective date of the changes.

21. Notices

The Company will send notices to The Users via email or by posting them on The Site. The Users can contact The Company by using the customer contact form on The Site or the email addresses provided by The Company on The Site.

22. Indemnification

The Users agrees to indemnify, defend, and hold harmless The Company, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or related to:

(a) The Users use or misuse of the Escrow Services;

(b) any breach of this Agreement by The Users;

(c) failure to pay any applicable Company Fees;

(d) chargebacks, reversed bank transactions, or similar payment disputes.

This obligation survives the termination of this Agreement.

23. Miscellaneous

Dispute Resolution

In the event of a dispute arising from or relating to this Agreement, The Users agree to follow the procedures outlined in this Agreement and in the applicable Policies published on The Site. All disputes shall be resolved in accordance with the Governing Law provisions and the Dispute Resolution Processes outlined in The Policies.

Entire Agreement

This Agreement constitutes the complete and final understanding between The Company and The Users with respect to the subject matter herein. It supersedes and replaces all prior or contemporaneous communications, representations, agreements,

or understandings—whether oral, written, or implied—including any advertisements, proposals, or discussions related to the Escrow Services.

Order of Precedence

In the event of any inconsistency or conflict between this Agreement and any other documents or communications, the following order of precedence shall apply (from highest to lowest priority):

1. This Agreement

2. The Product Disclosure Statement (PDS)

3. The Financial Services Guide (FSG)

4. The rules and policies published on The Site

5. General Company instructions or communications

The document higher in the list shall prevail to the extent of the inconsistency.

No Waiver

If The Company does not immediately enforce any right or provision under this Agreement, such inaction shall not be interpreted as a waiver of that right. A waiver is only effective if it is expressly stated in writing and signed by The Company.

Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect, provided that the overall intent of the Agreement is not materially impaired for either party.

Assignment by The Company

The Company may assign or transfer this Agreement, in whole or in part, to any affiliated entity or successor in interest without The User's consent. The Company may also delegate or subcontract any of its rights or obligations under this Agreement to independent contractors or third parties, provided that such delegation does not diminish The User's rights under this Agreement.

Acceptance of Terms

By accessing or using The Platform, The Users confirms their agreement to the most current version of The Terms of Use. This acknowledgment signifies that The User has read, understood, and accepted all updated terms and conditions governing the use of The Platform.

or understandings—whether oral, written, or implied—including any advertisements, proposals, or discussions related to the Escrow Services.

Order of Precedence

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Acceptance of Terms

By accessing or using The Platform, The Users confirms their agreement to the most current version of The Terms of Use. This acknowledgment signifies that The User has read, understood, and accepted all updated terms and conditions governing the use of The Platform.



ESCROW AGREEMENT

Product Disclosure Statement

This is the GoEscrow Product Disclosure Statement for Australia.

1. Introduction

This is our Product Disclosure Statement (PDS) for Australia.

1.1 Purpose of this Product Disclosure Statement

The purpose of this document is to tell you about the GoEscrow Payment Protection Platform and the Escrow Payment Management Service (The Product). It is to assist you in deciding whether to acquire The Product. This Product Disclosure Statement is an important document. It is important that you read and understand this PDS. The information in this PDS does not take into consideration your individual financial situation, objectives, or needs. Prior to making any decision about The Product or whether to acquire it, you should consider whether this product is right for you. Any advice in this PDS is general advice only. You should consider the appropriateness of any general advice to your own circumstances before acting on it. For more information on The Product, please visit <https://goescrow.com.au>

1.2 Distribution

This document is for public release via our web site.

1.3 Document Owner

Please use the following for all communications regarding this document:

www: <https://goescrow.com.au/pds/>

Email: Compliance@goescrow.com.au

Title: Compliance Manager

Address: P.O. Box 141, Kenmore, QLD. 4069

2. The Issuer

This Product Disclosure Statement is issued by GoEscrow Pty Ltd (GoEscrow) ABN 30 404 785 790. GoEscrow Pty Ltd ABN 30 404 785 790 are AFS 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

GoEscrow is a financial services business which can provide you with general advice on and arrange for you to be issued with deposits and payments products limited to non-cash payment products.

3. Updates to this PDS

Information in this PDS that is not materially adverse information may be subject to change from time to time. This updated information will be available in revised PDS which may be read here: <https://goescrow.com.au/pds/> and will be accompanied by a document change log of the changes. The information which the Issuer will make available by way of these updates may change from time to time.

4. General Description of The Product

The Product 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. For clarity "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). Specifically, our service is a financial service escrow payment provision and management facility with technologies and the associated user interaction mechanisms (The Site) required to function as required by the GoEscrow Terms Of Using Agreement.

GoEscrow does not participate in the movement, transfer or supply of any goods or ser-

vices 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.

5. Registration and Identification

In accordance with the Anti Money Laundering and Counter Terrorism Financing Legislation ("AML Legislation"), The Product cannot be provided to you until we have undertaken certain identification procedures to establish your identity. We may be required pursuant to the AML Legislation to reconfirm your identity and personal details occasionally.

GoEscrow will create, issue, and verify a digital identification (a "GoEscrow ID") for you and associate your supplied identification documents with that GoEscrow ID. Your GoEscrow ID is attached to electronic documents, transaction records, banking partner payments and receipts, submitted electronic forms, e-mails and mobile messages.

6. Product Limits

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

You shall not utilise The Product 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 transactions 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 users in a transaction, may violate any law, rule or regulation, or if GoEscrow has reasonable cause not to honour it.

Money held in your GoEscrow Escrow Bank Account does not earn interest for you.

7. The Benefits and Risks Associated with The Product

7.1 The Benefits

* When buying GoEscrow assists you in a transaction by allowing your supplier payment to pause in a trusted 'middle' escrow account until goods or services can be received and inspected. On satisfaction you inform GoEscrow digitally to settle the payment to your supplier.

* When selling GoEscrow assists you 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. By demonstrating your acceptance of escrow payment you demonstrate confidence in your products or service. You can be confident of settlement as the funds can't be charged back, cancelled, or reversed unless you agree, or an Australian Court or Statutory Body instructs GoEscrow to do so.

7.2 The Risks

* Failing to take adequate security precautions may result in unauthorised persons gaining access to your account and processing unauthorised transactions. You should take proper precautions to protect your password and second factor authenticator device. You will be liable for losses resulting from unauthorised use of your account where the second factor authentication mechanism is used with a correct username and password.

* You may not be able to get monies returned where an unauthorised transaction occurs with a compromised account where the second factor authentication mechanism is used with a correct username and password.

* In the event of a dispute between the parties if an opposite party does not agree to a requested dispute resolution (a disputed dispute) then funds will remain in escrow until a party obtains an enforceable arbitration agreement or instruction from an Australian Court or Statutory Body or the transaction is abandoned for thirty six months and 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 you forfeit any claim to GoEscrow for the funds.

* The opposite party may become uncommunicative and fail to authorise a settlement or cancellation request or dispute resolution request. In this case GoEscrow will also attempt to obtain instruction from the opposite party. If after 14 days, the opposite party is uncommunicative with GoEscrow and you then GoEscrow will judge the other party as uncommunicative and settle funds in your favour.

* If you fail to communicate with GoEscrow you risk that funds may settle, be cancelled or disbursed not in accordance with your wishes.

* If you close your personal bank account used for settlements and do not inform GoEscrow of a new account, you risk loss of settled funds.

* Transactions may be delayed by the actions of third-party banking partners.

* Use of the service may be disrupted from time to time because of scheduled and unscheduled outages with GoEscrow or third-party banking partners.

* We rely on our banking partners to process transactions. There is a risk that the banking partner may default in performance of a remittance which may result in the unexpected cancellation or delay of your transaction.

* If you use The Product for a transaction type that is restricted as per section 6 you risk reporting of the transaction particulars to government agencies and potential suspension of a transaction or your GoEscrow account pending instruction to GoEscrow by government agencies.

8. Our Fees

We earn revenue by charging a transaction

fee for escrow payment management services. We refer to this transaction fee as the GoEscrow Fee.

The GoEscrow Fee, inclusive of GST, varies from 1% to 3% of the item price. The item price is the amount a buyer wishes to place into escrow for future settlement to a seller. You will receive an invoice for the GoEscrow Fee and a payment receipt. This occurs when a transaction is partially or fully funded.

9. How You May Contact Us

You may communicate with us via our Web or Mobile Apps, customer dashboards, our social media accounts or other user interfaces. You may also give us instructions via telephone or through email. We cannot accept instructions in person.

If you have any enquiry, complaint, or escalation requirement about our products or the way our platforms operate you may contact our Customer Service Team as follows:

By Email: csteam@goescrow.com.au

By Phone: 1300 303 240

By mail: Customer Service Manager P.O. Box 141, Kenmore, QLD. 4069 Australia

If you have any enquiry, complaint, or escalation requirement about the way our Customer Service Team handles your communications you may contact our Compliance Manager as follows:

By Email: compliance@goescrow.com.au

By Phone: 1300 303 240

By mail: Compliance Manager P.O. Box 141, Kenmore, QLD. 4069 Australia

10. Our Privacy Policy

We care about personal information and take privacy matters seriously. We obtain and retain important personal identification and financial information and have a Privacy Policy to outline how we handle these records.

The GoEscrow Privacy Policy may be read here: <https://goescrow.com.au/privacy-policy/>

11. Our Complaint Resolution Procedures

We have an internal complaint handling and dispute resolution process in place to resolve any problems you may have, quickly and fairly.

The GoEscrow Customer Complaint Policy may be read here: <https://goescrow.com.au/complainthandling/>

All complaints should be directed to our Customer Service Manager at csteam@goescrow.com.au or +61 1300 303240, who will seek to resolve your complaint in accordance with our internal procedures.

* In all cases GoEscrow will acknowledge your complaint as soon as it is received.

* Simple complaints should be resolved within 7 days of submission.

* Complaints that require some inquiry may take up to 30 days.

* Complaints that involve significant investigation or referral may take up to 90 days or longer in some cases.

If you are unsatisfied with the Customer Service Manager response you may request an internal review which will take no longer than 28 days. If you are dissatisfied with the outcome of our internal review, you have the right to complain to the Australian Financial Complaints Authority (AFCA), who may be contacted on 1800 931 678 or via www.afca.org.au. This is a government approved external dispute resolution scheme.

