

# Escrow Agreement

Client application form  
for use with early release superannuation





# CLIENT APPLICATION

## Escrow account setup

Form Number: **GOE-CA2-003**

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

This form establishes a new account with GoEscrow and an Escrow Bank Account in your name. This form is for individuals with Australian residency only.

### Personal Details

|                      |                      |                      |                      |
|----------------------|----------------------|----------------------|----------------------|
| First Name           | Middle Name          | Last Name            |                      |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |                      |
| Street Address 1     |                      | Street Address 2     |                      |
| <input type="text"/> |                      | <input type="text"/> |                      |
| Suburb               | State                | Post Code            | Date Of Birth        |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Mobile Phone         | Other Phone          | Email Address        |                      |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |                      |

### Identification Documents

Please provide two or more identification references from below options. Please email a scanned copy of each ID document to Release My Super or provide to Release My Super staff for photocopying and processing with this application.

#### Drivers License

|  |                      |                      |                      |
|--|----------------------|----------------------|----------------------|
| <input checked="" type="checkbox"/> Attached | DOB                  | Full Name            | Expiry Date          |
|  | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|  | Issuing State        | License Number       | Card Number          |
|  | <input type="text"/> | <input type="text"/> | <input type="text"/> |

#### Passport

|  |                      |                      |                      |
|--|----------------------|----------------------|----------------------|
| <input checked="" type="checkbox"/> Attached | Country              | Passport Number      | Expiry Date          |
|  | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|  | DOB                  | Family Name          | Given Name(s)        |
|  | <input type="text"/> | <input type="text"/> | <input type="text"/> |

#### Medicare Card

|  |                                      |                                  |                      |
|--|--------------------------------------|----------------------------------|----------------------|
| <input checked="" type="checkbox"/> Attached | Card Colour                          | Full Name (As Displayed On Card) | Expiry Date          |
|  | <input type="text"/>                 | <input type="text"/>             | <input type="text"/> |
|  | IRN<br>Individual Reference Number * | Medicare Number                  |                      |
|  | <input type="text"/>                 | <input type="text"/>             |                      |

\* The IRN is the number next to the name on the front of the Medicare card.

#### Centrelink Card

|  |                                   |   |
|--|-----------------------------------|---|
| <input checked="" type="checkbox"/> Attached | Centrelink Reference Number (CRN) | Expiry Date                                       |
|  | <input type="text"/>              | <input type="text"/>                              |
|  | Full Name                         | Card Type (Eg. Health Care, Pensioner Concession) |
|  | <input type="text"/>              | <input type="text"/>                              |



# CLIENT APPLICATION

## Escrow account setup

Form Number: **GOE-CA2-003**

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

This form establishes a new account with GoEscrow and an Escrow Bank Account in your name. This form is for individuals with Australian residency only.

### Service Provider and Disbursement Details

|                               |                          |
|-------------------------------|--------------------------|
| Released Superannuation Total | Superannuation Fund Name |
| \$ <input type="text"/>       | <input type="text"/>     |

Please nominate at least one Service Provider for your released superannuation to be paid to on your behalf. Typically this will be your rehabilitation hospital. Release My Super staff may assist in the completion of this section if unsure.

|                                      |                         |   |
|--------------------------------------|-------------------------|---|
| Name - Service Provider 1 (required) | Disbursement Amount     | <small>For settlement nominate a specific date, have GoEscrow settle as soon as possible, use the GoEscrow Mobile App to authorise or have Release My super tell GoEscrow to settle at a future time.</small> |
| <input type="text"/>                 | \$ <input type="text"/> |   |
| Phone                                | Email Address           | Settlement On Date or ASAP  |
| <input type="text"/>                 | <input type="text"/>    | <input type="text"/> <input checked="" type="checkbox"/>  |

|                                      |                         |  |
|--------------------------------------|-------------------------|--|
| Name - Service Provider 2 (optional) | Disbursement Amount     |  |
| <input type="text"/>                 | \$ <input type="text"/> |  |
| Phone                                | Email Address           | Settlement On Date or ASAP                               |
| <input type="text"/>                 | <input type="text"/>    | <input type="text"/> <input checked="" type="checkbox"/> |

|                                      |                         |  |
|--------------------------------------|-------------------------|--|
| Name - Service Provider 3 (optional) | Disbursement Amount     |  |
| <input type="text"/>                 | \$ <input type="text"/> |  |
| Phone                                | Email Address           | Settlement On Date or ASAP                               |
| <input type="text"/>                 | <input type="text"/>    | <input type="text"/> <input checked="" type="checkbox"/> |



# CLIENT ESCROW AGREEMENT

## Terms Of Use

This agreement details the terms and conditions between the client and GoEscrow for the purpose of providing escrow payment management services via the GoEscrow Payment Protection Platform® between the Client and The Service Provider(s).

### 1. Definitions

1.1 "GoE", "GoEscrow" or "The Company" is GoEscrow Pty Ltd ACN 650 709 354 who are AFS Representative No. 001312536 of Australian Financial Services Licence (AFSL) No. 526194. "Escrow" means the legal and temporary keeping with a third party (GoEscrow) of money for delivery to a given party (the Service Provider) upon the notice to settle from the originating party (the Client). "Business Day" means between 9.00am and 5.00pm on a day other than a Saturday, Sunday or public holiday in NSW. "Client" is the person identified on form GOE-CA2-001 and the person referred to as the Buyer in all other GoEscrow documents. "Service Provider" is each entity or person identified on form GOE-CA2-002 and the person referred to as the Seller in all other GoEscrow documents. "The Parties" are the Company, the Client and the Service Provider(s). "Transaction" means the agreed activity to place money into escrow made by the Client as tracked by a Transaction ID for each specific Service Provider. "Released Superannuation" means the total amount of money obtained from the Clients superannuation fund as approved by The Australian Tax Office 'Access On Compassionate Grounds Program' remitted directly to the Clients GoEscrow Escrow Bank Account. "Disbursement Amount" is "Transaction Amount" for a specific transaction and is the amount to be settled to each Service Provider minus any agreed Escrow Management Fee levied by the Company. "The Escrow Service" is production and consumption of the management tasks for control of monies held in escrow by GoEscrow and is referred to as the Service in all other GoEscrow documents. "Settlement" is the process of remitting the Disbursement Amount minus any agreed Escrow Management Fee from escrow to the Service Provider which occurs after the Client authorises such remittance or the remittance of the Disbursement Amount minus the Escrow Management Fee back to the Client if the Service Provider authorises such reversed remittance as a transaction cancellation. "The Payment Protection Platform®" is the GoEscrow 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. "The Site" means the web site <https://app.goescrow.net>

and the GoEscrow mobile applications and integration technologies. "GoEscrow Escrow Bank Account" is the individual AUD\$ bank account operated by GoEscrow banking providers in the name of the Client that receive deposits from the superannuation funds equal to the total of all Disbursement Amounts. "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. "GoEscrow Fee" and "Escrow Management Fee" is the amount GoEscrow levies to the Service Providers to manage the escrow transaction inclusive of GST. For clarity no fee is levied to the Client. "Dispute Management" is the process and terms for settlement of a transaction where the Client has not, can not or will not authorise settlement to the Service Provider or a Service Provider has not, can not or will not authorise a Transaction Cancellation request from a Client or as a result of an incompletely funded transaction. "The Requester" is the party who lodges (makes) a dispute submission invoking Dispute Management processes.

### 2. Interpretations

2.1 Unless it is expressly stated that a different rule of interpretation will apply: (a) (agreement) a reference to an agreement includes any variation or replacement of the agreement; (b) (Business Day) if the due date for any obligation is not a Business Day, the due date will be the next Business Day; (c) (currency) all currency amounts are in Australian dollars; (d) (headings) headings are provided for convenience and do not affect the interpretation of this Escrow Agreement; (e) (includes) "include", "includes" and "including" must be read as if followed by the words "without limitation"; (f) (corresponding meaning) if a word or phrase is defined its other grammatical forms have corresponding meanings; (g) (joint and several) agreements, representations and warranties made by two or more people will bind them jointly and severally; (h) (law) a reference to any legislation includes any consolidation, amendment, re-enactment or replacement of legislation; (i) (person) a person includes the person's executors, administrators, novatees and assignees; and (j) (construction) no rule of construction will apply to a provision of a document to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it.

### 3. Duration

3.1 This Escrow Agreement is in force until the Settlements for the Transactions have occurred.

### 4. Appointment

4.1 The Company is hereby appointed by the Client to hold in escrow the Released Superannuation on behalf of The Parties in accordance with this Agreement.

### 5. Terms

5.1 The Company operates an escrow payment platform in Australia. These terms for using the GoEscrow Payment Protection Platform® shall serve as the terms and conditions which will govern the Clients 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 Escrow Services and the Site you shall have also indicated your acceptance of the Terms Of Using and your intent and agreement to be bound by them. By agreeing to The Terms Of Use you will be bound as follows:

#### 5.2 Escrow Service Limits

The Escrow Services are only available for escrow payment management used for the sale of lawfully provided goods or services. Only registered Clients may use the Escrow Services. To finalise registration after submission of for GOE-CA2-001 the Client must confirm their email address and mobile number by two factor authentication code quotation to GoEscrow. Applicable state or federal laws and regulations may further limit the Escrow Services.

Users shall not utilise the Site or the Escrow 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, pedophilia 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 pursu-

ant 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. The Client agrees to indemnify and hold GoEscrow harmless for losses resulting from any use or attempted use of the Escrow Services in violation of this Agreement.

#### 5.3 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.

### 6. General Conditions

6.1 The Client represents and warrants that all information provided to GoEscrow or to such third party will be true, accurate and complete. The client warrants that he/she is a natural person of at least eighteen years of age and an Australian resident. The Client agrees to follow the GoEscrow Instructions.

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

6.3 Final settlement will only be made to pre-verified bank accounts of the Client or the Service Provider(s) and not to any other bank account unless instructed by enforceable arbitration agreement or by instruction from an Australian Court or Statutory Body.

### 7. The Clients Obligations

7.1 The Company will create transactions on the Site and The Client will arrange for released superannuation to be deposited into the Clients GoEscrow Escrow 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 and supplied via email. The Client may make one or multiple deposits if multiple superannuation funds are accessed or top-up by other funding mechanisms is required. Excess deposits will be returned to the Client on settlement provided the client has provided settlement bank

details in the Site.

**7.2** The Client acknowledges that if they deposit monies to any other non-GoEscrow bank account (eg a Service Providers company or personal bank account) that GoEscrow is not in receipt of that money and is not responsible for its secure escrow retention.

**7.3** The Client acknowledges that if they do not fully fund the entire Transaction(s) Amount by deposit into their GoEscrow Escrow Bank Account within fourteen days of Transaction creation that GoEscrow will place the transaction into Dispute Management with a request to Service Provider to authorise payment reversal to the Client.

**7.4** If the Client establishes a Timed Escrow by nominating a set settlement date on form GOE-CA2-002 then the Client acknowledges that the date set is the agreed settlement date and that they agree to this settlement unless the Client creates a transaction dispute to suspend automatic timed settlement. Specifically, the Client 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.

**7.5** The Client acknowledges that GoEscrow is not involved in the supply, delivery or warranty of the services supplied by the Service Supplier to the Client.

**7.6** The Client agrees that the Client must authorise settlement unless GoEscrow Dispute Management terms allow GoEscrow to settle to the Service Provider without the Clients authority.

**7.7** The Client 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 client does not reply to communication attempts by GoEscrow for 36 months or the Client 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 Client. In the event a transaction is abandoned by both the Client and the Service Provider then the Client agrees that as per NSW Legislation 'Unclaimed Money Act 1995 No 75' funds equal to the Transaction Amount minus the Escrow Management Fee 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.

## **8. The Companies Obligations**

**8.1** GoEscrow is obligated to perform only the duties described in this agreement. GoEscrow shall not be liable for any error in judgment, for any act taken or not taken, or for any mistake of fact or law, except for gross negligence or willful misconduct (subject to the limitations in this agreement). 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 the Client indicated as the sender or signatory thereof and shall have no duty to make any inquiry or investigation.

**8.2** 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 the Client, 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.

**8.3** 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.

**8.4** GoEscrow will provide a commercial invoice for GoEscrow Fees by email. GoEscrow will provide to the Client a receipt document for monies placed into escrow by email. GoEscrow will provide to the Client a payment document for monies remitted for over payments, reversed transactions or disputed transaction payments from escrow by email.

## **9. Canceling a Transaction**

**9.1** A party in a transaction can request a transaction be canceled. In the event a cancellation request is made and accepted in the Site by the other party GoEscrow will refund to the Client the Escrow Amount retaining the GoEscrow Fee and change the transaction status to canceled. If the other party does not accept the

cancellation request the transaction status will revert to active as if the request were not made. The Client may accept this or a dispute may be lodged.

## **10. Dispute Management**

**10.1** In the event where the Client has not, can not or will not authorise settlement to the Service Provider or a Service Provider has not, can not or will not authorise a Transaction Cancellation request from the Client, the GoEscrow Dispute Management processes may be invoked.

**10.2** In the event Dispute Management is invoked GoEscrow will hold escrow funds on behalf of both Parties and will not act to make any determination on any party outside of the agreement terms allowing the parties to 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/>

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

**10.4** 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".

**10.5** 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 transaction 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.

**10.6** A disputed transaction will stay disputed until the Requester informs GoEscrow otherwise in writing. If the Clients requests a settlement reversal or split-settlement GoEscrow will attempt to contact the Service Provider 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. (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.

**10.7** GoEscrow may at its discretion require instructions from the Parties to be witnessed by a Justice Of The Peace or Commissioner for Declarations.

## **11. Privacy Policy**

**11.1** 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/>

## **12. Governing Law**

**12.1** The Escrow Agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales.

**12.2** Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales.

## **13. General**

**13.1** The Escrow Agreement may only be varied by written agreement between the Parties signed by authorised representatives of the Parties.

**13.2** Clauses and rights in the Escrow Agreement can only be waived in writing signed by the waiving party. Failure or delay of a party in exercising a right under the Escrow Agreement does not waive the party's rights. A waiver will only waive the particular rights in the particular circumstances and will not waive any other rights, or the same rights in other circumstances.

**13.3** Neither the Company or the Client may assign, transfer or novate any of its rights or obligations under the Escrow Agreement without the other parties prior written consent.

**13.4** If any part of the Escrow Agreement is invalid, unlawful or unenforceable, the invalid, unlawful or unenforceable part of the Escrow Agreement (and any parts of the Escrow Agreement which are dependent on those parts) will not apply but the other parts of the Escrow Agreement will not be affected.

**13.5** Any notice or other form of communication ("notice") which may be given to the Parties under this Escrow Agreement must be in writing and must be sent by prepaid postage, delivered by hand or emailed.

**13.6** A notice will be deemed to be given: (a) if posted: (i) within Australia to an Australian postal address five Business Days after the date of posting; or (ii) outside of Australia to an Australian postal address or within Australia to an address outside of Australia ten Business Days after posting; (b) if delivered by hand during a Business Day

– on the date of delivery; (c) if emailed on the date recorded on the device from which the party sent the email, unless the sending party receives an automated message that the email has not been delivered, except that a delivery by hand or email received after 5:00pm (local time of the receiving party) will be deemed to be given on the next Business Day.

#### 14. Disclaimers

14.1 You expressly agree that your use of the Escrow Services is at your sole risk. The Service is provided on a strictly "as is" and "as available" basis. 14.2 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.

14.3 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 Service Provider or seller of items. No advice or information, whether oral or written, obtained by you from GoEscrow or through the Escrow Services shall create any warranty not expressly made herein.

14.4 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 therefrom, or any fraud or other crime facilitated thereby.

14.5 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).

#### 15. Limitation Of Liability

15.1 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.

#### 16. Termination

16.1 GoEscrow may suspend or terminate use of the Escrow 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 Escrow Services, GoEscrow will attempt to provide you with prior notice of the suspension or termination by sending you an e-mail, but GoEscrow is not obligated to do so.

16.2 You shall remain liable for all Transactions you initiate through the Site prior to such termination, and the performance of your obligations. You agree to pay all costs and expenses (including reasonable legal fees) that GoEscrow may incur in order to initiate an arbitration or judicial proceeding to resolve a dispute between Buyer and Seller if GoEscrow chooses or is required to do so.

#### 17. Non-Transferability

17.1 You may not assign this Agreement to any other person or entity. Your right to use the Escrow 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.

#### 18. Modifications

18.1 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.

#### 19. Notices

19.1 Notices from GoEscrow to the Client will be given by e-mail, or by SMS or by general posting on the Site. the client 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 Using the GoEscrow Payment Protection Platform.

#### 20. Indemnification

20.1 The Client agrees 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 Escrow 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.

#### 21. Miscellaneous

21.1 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. Any dispute shall be resolved pursuant to the Dispute Resolution and Governing Law/Venue provisions of the Agreement.

21.2 This Agreement constitutes the entire agreement between GoEscrow and the Client relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, communications

and/or advertising with respect to such subject matter.

21.3 If there is a conflict between the terms and conditions of this Agreement shall control first then the document "Terms Of Using GoEscrow Payment Protection Platform" shall control second then rules contained on the Site shall control third then the general GoEscrow Instructions shall control fourth.

21.4 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.

21.5 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.

21.6 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.

21.7 If you are a registered User of the Site, then each time you request the Escrow Service will constitute your agreement to these Terms of Using 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 Using the GoEscrow Payment Protection Platform.

#### 22. Contacts

GoEscrow Pty Ltd  
ABN 30 404 785 790  
AFSR 001312536  
P.O. Box 141, Kenmore, QLD. 4069  
Ph. 1300 303240  
Em. [compliance@goescrow.com.au](mailto:compliance@goescrow.com.au)  
Ww. <https://goescrow.com.au>

## Authority and Execution

I authorise GoEscrow Pty Ltd ACN 650 709 354 to create an account in my name with new BSB and Account number for the receipt of released superannuation matching future transactions held and disbursed in accordance with an agreed Service Provider Payment Schedule(s). I have read and understood the attached Client Escrow Agreement and have read and understood the Product Disclosure Statement and Financial Services Guide on the GoEscrow web site <https://goescrow.com.au>

This Escrow Agreement is EXECUTED for and on behalf of:

First Name

Last Name

By executing the Escrow Agreement the signatory warrants that the signatory is duly authorised to execute this Escrow Agreement.

#### Client Signature

Signature Date

This Escrow Agreement is WITNESSED by:

Witness First Name

Witness Last Name

#### Witness Signature

Witness Date